

AGENDA
BOARD OF CITY COMMISSIONERS
June 19, 2017 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 May 31, 2017 special call meeting and June 5, 2017 regular meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for May 2017
 - Project Payment Report for May 2017
 - Planning Commission Minutes from May 3, 2017 meeting
 - c. Acknowledge Oklahoma Municipal Retirement Fund normal Retirement for Mary Clarice Brock.
 - d. Mayor's Appointments

Airport Advisory Board
Thomas "Bert" Humphreys 2nd Full Term Expires 07/01/2020
Reappointment
 - e. Lake Lease Renewals/Transfers:

TRANSFERS:
Lot 18 Belcher Tract, 33400 Post Office Neck
From: Bobbie and Patricia Slaughter
To: Janice Doerge
 - f. Approve renewal of the following agreements for FY 2017-2018:
 1. Agreement with Youth and Family Resource Center, Inc. (Hope House) for Juvenile Services.

2. Agreement with YMCA for use of recreational facilities known as Lions Club Park, Dockery Park, Milstead Park and Lilac Park.
3. Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Trap Range.
4. Agreement with YMCA for use of mower, city property, for maintenance of Dockery Park, Lions Club Park, Milstead Park and Lilac Park.
5. 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.
6. Animal shelter facility agreement with City of McLoud.
7. Agreement with McLoud Public Works Authority for use of mower, city property, for maintenance of Wes Watkins Reservoir.
8. Governmental Services contract with the Shawnee Civic and Cultural Development Authority.
9. Agreement with Central Oklahoma Economic Development District (COEDD) for space in the Municipal Auditorium.
- g. Approve Agreement with Shawnee Shotgun Club for use of the facilities and property located generally at the Northeast corner of Patterson Road and Hardesty Road.
- h. Approve renewal of excess liability policy for Workers' Compensation with Safety National Casualty Corporation for July 1, 2017, through June 30, 2018.
- i. Approve Collective Bargaining Agreement with International Union of Police Associations (IUPA) Local No. 3.
- j. Approve Community Service Contract Review Committee Recommendations for Fiscal Year 2017-2018:
 1. Consider renewal of the contract with Visit Shawnee, Inc. for FY 2017-2018. *(Deferred from June 5, 2017 City Commission meeting)*

RECOMMENDATION: To renew contract for FY 2017-2018 to collect hotel/motel tax and to distribute 94% of such collection to Visit Shawnee, Inc.

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, Jason Purswell, Utilities Administration.

4. Discussion, consideration and possible action on Clint Latham's appeal of an Administrative Order requiring the demolition of the residential structure located at 703 South Pottenger. *(Deferred from June 5, 2017 City Commission meeting.)*
5. Discussion, consideration and possible action to approve an ordinance regarding combining the City of Shawnee Beautification Committee with the Shawnee Chamber of Commerce Beautification Committee into one committee.
6. Consideration of approval of a budget for Fiscal Year 2017-2018.
7. Consideration of a resolution adopting the budget for the City of Shawnee for the period of July 1, 2017 through June 30, 2018 finding all things requisite and necessary have been done in preparation and presentation of budget.
8. Public hearing and consideration of an ordinance to rezone property located at the southwest corner of 45th Street and Union Avenue from A-1; Rural Agricultural to C-3; Highway Commercial District. Case No. P04-17. Applicant: Sky Ortho/SWM & Sons, Inc.
9. Public hearing and consideration of an ordinance to rezone property located at 4006 North Kickapoo Street from R-1; Single Family Residential District to C-3; Highway Commercial District. Case No. P06-17. Applicant: Nelmon Brauning.
10. Public hearing and consideration of an ordinance to rezone with a conditional use permit for property located at 31807 Lake Road to allow for a manufactured home. Case No. P07-17. Applicant: Paige Giddens
11. Consideration of a Preliminary Plat for Dockery Addition located at 5000 North Union Avenue. Case No. S01-17. Applicant: The Landrun Group, LLC
12. Consideration of a Final Plat for Dockery Addition located at 5000 North Union Avenue. Case No. S02-17. Applicant: The Landrun Group, LLC
13. Consideration of a Final Plat for Domino Plaza Addition Section I located at the northeast corner of 45th Street and Harrison Avenue. Case No. S03-17. Applicant: Shawnee Harrison, LLC
14. Discussion, consideration and possible action to approve an ordinance adopting and enacting a new code for the City Commission.
15. Acknowledge Sales Tax Report received June 2017.
16. City Manager Report
17. Consider Bids:
 - a. FY 16-17 Rehab Concrete Streets Project, Contract No. COS-PW-16-04 (Award) *(Deferred from June 5, 2017 City Commission meeting)*

18. New Business
- (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
19. Commissioners Comments
20. Consider an Executive Session to discuss the annual evaluation of the City Manager pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."
21. Consider matters discussed in Executive Session regarding discussion of the annual evaluation of City Manager pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."
22. 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: 06/19/2017

CC Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 31, 2017 special call meeting and June 5, 2017 regular meeting.

Attachments

CC Minutes SC 05-31-2017

CC Minutes 06-05-2017

**BOARD OF CITY COMMISSIONERS AND
THE BOARD OF TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY AND
THE SHAWNEE AIRPORT AUTHORITY**

CITY OF SHAWNEE
SPECIAL CALLED SESSION
MAY 31, 2017

The Board of City Commissioners and the Board of Trustees of the Shawnee Municipal Authority and the Shawnee Airport Authority met in Special Called Session at the Heart of Oklahoma Exposition Center, 1700 West Independence, Shawnee, Oklahoma, Wednesday, May 31, 2017 at 9:00 a.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. The following members were in attendance and a quorum was declared.

Richard Finley
Chairman

Absent
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Absent
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

Absent: Bushong, Shaw

The Call for said meeting was entered upon the records by the City Clerk, said Call being as follows:

NOTICE OF A CALLED SPECIAL SESSION OF THE BOARD OF CITY
COMMISSIONERS, TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY AND
TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY OF THE CITY OF SHAWNEE,
OKLAHOMA

You and each of you are hereby notified that by virtue of a call issued by me on this 23rd day of May, 2017, a Special Called Session will be held of the Board of Commissioners, Shawnee Municipal Authority and Shawnee Airport Authority of the City of Shawnee, Oklahoma at the Heart of Oklahoma Exposition Center, 1700 West Independence, Shawnee, Oklahoma at 9:00 a.m. on the 31st day of May, 2017, and you are hereby notified to be present at said meeting.

The purpose of said meeting will be for a Budget and Strategic Planning Workshop to present, review and discuss the proposed City of Shawnee, Shawnee Municipal Authority and Shawnee Airport Authority budgets for FY 2017-2018. As part of said discussion, City projects, goals, long-term needs and funding options will be discussed along with the draft Shawnee Strategic Plan.

Witness my hand this 23rd day of May, 2017.

(SEAL)

ATTEST:

s/s Phyllis Loftis
PHYLLIS LOFTIS, CMC
CITY CLERK

s/s Justin Erickson
JUSTIN ERICKSON
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 24th day of May, 2017 at 10:04 a.m., and executed the same by delivering a true and correct copy thereof to the Mayor and to each of the Commissioners of the Board of City Commissioners for the City of Shawnee, Oklahoma as follows:

A read verification was not received from Mayor Richard Finley via e-mail.

A read verification was received from Commissioner Dub Bushong via e-mail at 5:11 o'clock p.m. on May 18, 2017.

A read verification was not received from Commissioner Ron Gillham via e-mail.

A read verification was received from Commissioner/Vice Mayor James Harrod via e-mail at 5:10 p.m. on May 27, 2017.

A read verification was received from Commissioner Darren Rutherford via e-mail at 12:05 p.m.

on May 24, 2017.

A read verification was not received from Commissioner Lesa Shaw via e-mail.

A read verification was received from Commissioner Ben Salter via e-mail at 3:17 p.m. on May 24, 2017.

s/s Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS, TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY AND TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 31ST DAY OF MAY, 2017 AT 9:00 A.M. AT THE HEART OF OKLAHOMA EXPOSITION CENTER, 1700 WEST INDEPENDENCE, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE FOR A BUDGET AND STRATEGIC PLANNING WORKSHOP TO PRESENT, REVIEW AND DISCUSS THE PROPOSED CITY OF SHAWNEE, SHAWNEE MUNICIPAL AUTHORITY AND SHAWNEE AIRPORT AUTHORITY BUDGETS FOR FY 2017-2018. AS PART OF SAID DISCUSSION, CITY PROJECTS, GOALS, LONG-TERM NEEDS AND FUNDING OPTIONS WILL BE DISCUSSED ALONG WITH THE DRAFT SHAWNEE STRATEGIC PLAN.

By virtue of the authority vested in me by Section 4, Article IV of the Charter of the City of Shawnee, Oklahoma, a Special Session of the Board of City Commissioners, Shawnee Municipal Authority and Shawnee Airport Authority of the City of Shawnee, Oklahoma is hereby called to meet at the Heart of Oklahoma Exposition Center, 1700 West Independence, Shawnee, Oklahoma at 9:00 a.m. on the 31st day of May, 2017 for the purpose of holding a public meeting for a Budget and Strategic Planning Workshop to present, review and discuss the proposed City of Shawnee, Shawnee Municipal Authority and Shawnee Airport Authority budgets for FY 2017-2018. As part of said discussion, City projects, goals, long-term needs and funding options will be discussed along with the draft Shawnee Strategic Plan.

Witness my hand this 23rd day of May, 2017.

s/s Justin Erickson

JUSTIN ERICKSON, CITY MANAGER

(SEAL)

ATTEST:

s/s Phyllis Loftis

PHYLLIS LOFTIS, CMC, CITY CLERK

THE BOARD OF CITY COMMISSIONERS AND THE TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY AND THE SHAWNEE AIRPORT AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN SPECIAL CALLED SESSION AT THE HEART OF OKLAHOMA EXPOSITION CENTER, 1700 WEST INDEPENDENCE, SHAWNEE, OKLAHOMA, WEDNESDAY, MAY 31, 2017 AT 9:00 A.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. MAYOR FINLEY PRESIDED AND CALLED THE MEETING TO ORDER. THE FOLLOWING MEMBERS WERE IN ATTENDANCE.

CALL TO ORDER AT 6:30 P.M.

PRESENT AT ROLL CALL: Gillham, Harrod, Finley, Rutherford, Salter
ABSENT: Bushong, Shaw

DECLARATION OF A QUORUM

City Staff in Attendance:

- Justin Erickson, City Manager
- Joe Vorndran, City Attorney
- James Bryce, Director of Operations
- Justin DeBruin, Planning Director
- Phyllis Loftis, City Clerk
- Keenan English, Airport Manager
- Cynthia Arnold, Finance Director
- Diane Smith, Finance Dept.
- John Krywicki, City Engineer
- Don Lynch, Emergency Management Director
- Mason Wilson, Police Chief
- Dru Tischer, Fire Chief
- Brad Schmidt, Assistant Utility Director
- Randall Wiley, Municipal Judge

AGENDA ITEM NO. 1: Strategic Planning overview.

City Manager Justin Erickson explain the strategic planning process and briefly outlined the city's proposed Strategic Plan. He shared the Plan's mission statement "Serve the community, strive for progress and support and improve the quality of life" with those in attendance. He highlighted the Plan's core values, as well as the Plan's six strategic themes. He reminded Commissioners that this proposed Strategic Plan will be on the June 6, 2017 City Commission agenda for approval.

Mayor Finley encouraged the Department Heads present at the meeting to get behind the Plan and to carry the message to other staff members and city employees.

AGENDA ITEM NO. 2:

Budget Workshop to present, review and discuss the proposed City of Shawnee, Shawnee Municipal Authority and Shawnee Airport Authority budgets for FY 2017-2018.

Finance Director Cynthia Arnold presented the budget review by introducing the Capital Improvement Plan project funding. Noting that the projects total \$49,774,467.00, Ms. Arnold stated that after all city funding, grants and allocations are deducted, there still remains \$7,703.712 unfunded at this time. Additional budget cuts are been reviewed.

A comparison of city sales tax was shown that indicates the City of Shawnee currently has the lowest sales tax of surrounding cities.

Ms. Arnold then presented the General Fund proposed budget with a small increase in projected revenues. Insurance rates for non-union employees and retirement contributions were discussed. A list of funds paid for by sales tax was provided as well as the percentages of the General Fund allocated for each city department. It was noted that of the \$23.5 million in General Fund expenses, Personnel Services accounts for 89.93% of that amount. A 1% employee cost of living adjustment is included in the proposed budget, as well as 2.5% merit increases.

In response to questions from Mayor Finley, the city's current vacation and sick leave accruals were discussed.

Ms. Arnold discussed the capital outlay requests for each department. She highlighted which requests had been included in the proposed budget and which requests had been cut. She noted that additional cuts will still be required.

After a brief lunch break, the Shawnee Municipal Authority budget proposal was presented. Revenues were projected at a 2.5% increase and sanitation at a 1% increase. Capital Outlay for Shawnee Twin Lakes and Water Production was discussed.

At the conclusion of the SMA budget, the Shawnee Regional Airport proposed budget was reviewed. Projected revenues and expenditures were discussed, as well as Capital projects and repair and maintenance needs.

AGENDA ITEM NO. 3:

ADJOURNMENT

There being no further business to be considered, the meeting was adjourned by power of the Chair.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

BOARD OF CITY COMMISSIONERS PROCEEDINGS

JUNE 5, 2017 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 5, 2017 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley

Mayor

Dub Bushong

Commissioner Ward 1

Ron Gillham

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Darren Rutherford

Commissioner Ward 4

Lesa Shaw

Commissioner Ward 5

Ben Salter

Commissioner Ward 6

ABSENT: None

INVOCATION

Emergency Management Director Don Lynch

FLAG SALUTE

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. 13.
- b. Minutes from the May 16, 2017 regular meeting and May 18, 2017 Special Call meetings.
- c. Budget Amendment – Fund 104
To amend the budget for the Expo Center renovations from sale of property

d. Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 5 Johnston Tract, 16712 Magnino Road

From: Lora Davis

To: Lora Davis and James Hunter

Lot 1 Coffman Tract, 15407 Perry Road

From: Stanley and Jacqueline Mills

To: Raymond and Jennifer Burrell

Lot 12 Eckel Tract, 15105 Eckel Road

From: Peggy Downey

To: Frank and Mary Sims

e. Acknowledge the Central Disposal Contract for FY 2017-2018.

f. Acknowledge receipt of Pioneer Library System Budget for July 1, 2017 through June 30, 2018.

g. Approve renewal of the following agreements for FY 2017-2018:

- 1) Pottawatomie County District Court to establish, develop and implement programs for juvenile misdemeanor offenders.
- 2) Fingerprint Service for The Housing Authority of the City of Shawnee.
- 3) Agreement with South Central Industries, Inc. for Right-of-Way Maintenance Services.
- 4) Pottawatomie Independent School District No. 93 for maintenance of tennis courts.
- 5) Project H.E.A.R.T., Inc. for providing meals to elderly persons.
- 6) Agreement with Pottawatomie Independent School District No. 93 to provide police officers for Shawnee High School and Middle School.
- 7) Contract with Stuart & Clover, PLLC for City Attorney services.
- 8) Agreement with City of McLoud for dispatch services.

h. Approve Community Service Contract Review Committee Recommendations for Fiscal Year 2017-2018:

- 1) Consider entering into a contract with Historical Shawnee Alliance for FY 2017-2018.

RECOMMENDATION: To enter into a contract with Historical Shawnee Alliance in the amount of \$4,000.00 for administration and to provide \$12,000.00 in funds for the Façade Grant Program for FY 2017-2018.

- 2) Consider renewal of contract with Senior Citizens of Shawnee, Inc. for FY 2017-2018.

RECOMMENDATION: To renew contract for FY 2017-2108 in the amount of \$108,000.00.

- 3) Consider renewal of contract with Shawnee Economic Development Foundation for FY 2017-2018.

RECOMMENDATION: To renew the contract for FY 2017-2018 in the amount of \$231,000.00; if the merger between Shawnee Economic Development Foundation and Shawnee Chamber of Commerce occurs then the contract amount is increased an additional \$50,000.00.

- 4) Consider renewal of the contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit for FY 2017-2018.

RECOMMENDATION: To renew the contract for FY 2017-2018 in the amount of \$60,000.00 contingent upon proof of insurance documentation being provided.

- 5) Consider renewal of the contract with Safe Events for Families for FY 2017-2018.

RECOMMENDATION: To renew the contract for FY 2017-2018 to reimburse expenses for events up to \$58,000.00.

- 6) Consider renewal of the contract with Visit Shawnee, Inc. for FY 2017-2018.

RECOMMENDATION: To renew contract for FY 2017-2018 to collect hotel/motel tax and to distribute 94% of such collection to Visit Shawnee, Inc.

Mayor Finley pulled Consent Agenda Items Nos. 1(h)(4) and 1(h)(6) for separate consideration.

Commissioner Shaw asked that Agenda Item No. 1(h) be pulled in entirety for separate consideration.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve the Consent Agenda Item Nos. 1(a-h), less item 1(h). Motion carried 7-0.

AYE: Harrod, Shaw, Salter, Bushong, Gillham, Finley, Rutherford

NAY: None

Regarding Consent Agenda Item No. 1(h), Commissioner Shaw asked about the origin and structure of the Community Service Contract Review Committee. City Manager Justin Erickson responded. The City Clerk will provide additional information to Commissioner Shaw.

Regarding Agenda Item No. 1(h)(4), Mayor Finley explained there was an error in the renewal request submitted from Central Oklahoma Community Action Agency/Central Oklahoma Transit. The request should have been for \$66,000.00 instead of \$60,000.00.

A motion was made by Mayor Finley, seconded by Vice Mayor Harrod, to approve Consent Agenda Item No. 1(h)(4), with the corrected amount of \$66,000.00. Motion carried 7-0.

AYE: Finley, Harrod, Rutherford, Shaw, Salter, Bushong, Gillham

NAY: None

Regarding Consent Agenda Item No. 1(h)(6), a motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to defer this item until the June 19, 2017 City Commission meeting. Motion carried 7-0.

AYE: Harrod, Gillham, Finley, Rutherford, Shaw, Salter, Bushong

NAY: None

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve the remainder of Consent Agenda Item No. 1(h). Motion carried 6-1.

AYE: Harrod, Gillham, Finley, Rutherford, Salter, Bushong

NAY: Shaw

AGENDA ITEM NO. 2: Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)

Ms. Holly Gordon announced the Shawnee Trail Days event would be starting June 16, 2017.

AGENDA ITEM NO. 3: Presentation by Michelle Briggs,
President/CEO of the Avedis Foundation
regarding a matching grant for recreation.

Michelle Briggs, President/CEO of the Avedis Foundation announced that the Avedis Foundation will be providing a matching grant of \$10,000.00 for swimming lessons for Shawnee Splash.

Recreation Director Kerri Foster expressed gratitude on behalf of Shawnee Splash to the Avedis Foundation. Mrs. Foster also explained how children can develop through Shawnee Splash swimming lessons, remaining with the various programs offered and eventually become life guards for the facility.

AGENDA ITEM NO. 4: Presentation by Junior Service League of
Shawnee regarding Wayfinding sponsorship.

Junior Service League members Katie Cannon, Katie Ford, and Kelly Ann Rollins announced that they are contributing to the cost of one new Gateway sign in honor of their 75th year of service in the Shawnee area.

AGENDA ITEM NO. 5: Presentation by Visit Shawnee, Inc.
regarding Wayfinding signage funding.

Mr. Randy Gilbert and Ms. Emily Lutz with Visit Shawnee, Inc. presented a check in the amount of \$68,175.00 toward the Wayfinding signage project.

AGENDA ITEM NO. 6:

Public hearing for Fiscal Year 2017-2018 budget.

Finance Director Cindy Arnold gave a brief presentation of the Fiscal Year 2017-2018 budget.

Mayor Finley declared a public hearing in session to consider the budget for Fiscal Year 2017-2018. No one appeared in favor or against said budget. The public hearing was closed.

AGENDA ITEM NO. 7:

Consideration of a resolution to adopt the Shawnee Strategic Plan.

Resolution No. 6542 was introduced.

A RESOLUTION APPROVING AND ADOPTING THE SHAWNEE STRATEGIC PLAN 2017-2022.

City Manager Justin Erickson provided a brief background and noted that four public meetings had been held to educate citizens regarding the Strategic Plan. Commissioners discussed the lack of attendance at these meetings. Commissioner Shaw voiced her concern stating that her preference had been for each city ward to host a Strategic Plan meeting. Mr. Erickson noted that the community survey that was taken several months ago also provided citizen input which was used in creating the Strategic Plan.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve a resolution for the Shawnee Strategic Plan. Motion carried 6-0-1.

Prior to the vote being taken, Commissioner Shaw stated she could not vote for adoption of the Shawnee Strategic Plan because she has concerns about the public process that was used.

AYE: Harrod, Gillham, Finley, Rutherford, Salter, Bushong

NAY: None

ABSTAIN: Shaw

AGENDA ITEM NO. 8:

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

Resolution No. 6543 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 Vice Mayor Harrod, seconded by Commissioner Gillham, to approve a resolution approving renewal of certain lease agreement with Motorola Credit Corporation. Motion carried 7-0.

AYE: Harrod, Gillham, Finley, Rutherford, Shaw, Salter, Bushong

NAY: None

AGENDA ITEM NO. 9:

Consideration and possible action on a resolution renewing a contract with A. T. & T. for telephone service.

Resolution No. 6544 was introduced.

A RESOLUTION APPROVING RENEWAL OF A CERTAIN SERVICE AGREEMENT WITH A. T. & T. CORPORATION.

Emergency Management Director Don Lynch explained the renewal of the contract with A. T. & T. Corporation for telephone services.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to approve a resolution renewing a contract with A. T. & T. Corporation for telephone services. Motion carried 7-0.

AYE: Harrod, Bushong, Gillham, Finley, Rutherford, Shaw, Salter

NAY: None

AGENDA ITEM NO. 10:

Discussion, consideration and possible action on Clint Latham's appeal of an Administrative Order requiring the demolition of the residential structure located at 703 South Pottenger.

Community Development Director Justin DeBruin announced that Mr. Clint Latham requested to defer this appeal until the June 19, 2017 City Commission meeting.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to defer this item to the June 19, 2017 City Commission meeting. Motion carried 7-0.

AYE: Harrod, Shaw, Salter, Bushong, Gillham, Finley, Rutherford

NAY: None

AGENDA ITEM NO. 11: Consideration and possible action to cancel the July 3, 2017 City Commission meeting.

City Manager Erickson advised the Commission that this meeting falls the day before a holiday and there is a possibility that a quorum would not be available to meet. In response to a question from Commissioner Shaw, he stated that should an issue arise that could not wait until the July 17th meeting, a Special Called meeting could be held at any time with proper notice.

A motion was made by Commissioner Shaw, seconded by Commissioner Bushong, to approve the cancellation of the July 3, 2017 City Commission meeting. Motion carried 7-0.

AYE: Shaw, Bushong, Gillham, Harrod, Finley, Rutherford, Salter

NAY: None

AGENDA ITEM NO. 12: Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Rex Hennen.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Rex Hennen. Motion carried 7-0.

AYE: Harrod, Gillham, Finley, Rutherford, Shaw, Salter, Bushong

NAY: None

AGENDA ITEM NO. 13: Consideration of approval for a correction to the Final Plat of Rolling Hills Addition, adjusting the location of a twenty (20') foot utility easement. Case No. S11-16. Application: Absentee Shawnee Housing Authority (*Originally considered and*

approved at the May 16, 2016 City Commission meeting.)

Community Development Director Justin DeBruin explained that the applicant is requesting a minor correction to the Final Plat of Rolling Hills Addition in order to adjust a portion of an existing utility easement. Staff recommends approval of this item.

A motion was made by Commissioner Gillham, seconded by Commissioner Rutherford, to approve a correction to the Final Plat of Rolling Hills Addition, adjusting the location of a twenty (20') foot utility easement. Motion carried 7-0.

AYE: Gillham, Rutherford, Shaw, Salter, Bushong, Gillham, Finley

NAY: None

AGENDA ITEM NO. 14:

Consider Bids:

- a. FY 16-17 Rehab Concrete Streets Project, Contract No. COS-PW-16-04 (Award)

City Manager Justin Erickson requested the bid award for the Rehab Concrete Streets Project be deferred to the June 19, 2017 City Commission meeting.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to defer the bid award to the June 19, 2017 City Commission meeting. Motion carried 7-0.

AYE: Harrod, Gillham, Finley, Rutherford, Shaw, Salter, Bushong

NAY: None

- b. Gateway & Park Signage Project, Contract No. COS-PW-16-05 (Award)

City Manager Erickson announced that two (2) bids were received and after review and consideration it was staff's recommendation to award only the base bid portion of the Gateway & Park Signage Project to Randy's Signs of Shawnee, Oklahoma in the total amount of \$144,475.00. Additional phases of the project will come back to the City Commission for approval.

A motion was made by Commissioner Shaw, seconded by Commissioner Gillham, to accept Staff's recommendation and award only the base bid portion of

the Gateway & Signage Project to Randy's Signs in the total amount of \$144,475.00. Motion carried 7-0.

AYE: Shaw, Gillham, Harrod, Finley, Rutherford, Salter, Bushong

NAY: None

AGENDA ITEM NO. 15: 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. 16: Commissioners Comments

Commissioner Bushong thanked the City Manager for sharing a letter he received concerning Corporal Shawn Parson which commended him for his actions during an occurrence at Shawnee Splash.

Commissioner Gillham announced that the Shawnee High School parking lot was being completely redone and commented on how well the baseball fields were looking. He stated that good things were happening in Ward 2.

Vice Mayor Harrod stated he appreciated all the work Commissioner Shaw did on the Strategic Plan.

Vice Mayor Harrod thanked the Avedis Foundation for always coming through and assisting the community when it is needed.

Commissioner Shaw said she appreciated Kerri Foster for sharing her vision of the Aquatics Department.

Commissioner Shaw said she received a call from a Sac and Fox tribal member with concerns for the Bryan Street Interchange on Interstate 40. She said she spoke with a County Commissioner who shared the same concerns. Commissioner Shaw requested the City seek to reallocate the funds from Oklahoma Department of Transportation (ODOT) earmarked for Bryan Street to a different ODOT project in Shawnee.

Commissioner Salter thanked everyone for their work on the Strategic Plan. He also thanked Finance Director Cindy Arnold for her work on the budget.

Mayor Finley stated that the funds from ODOT for the Bryan Street Interchange project are not transferable, and cannot be applied to another project. He stated that he understands the tribal concerns but noted that the two extra miles of frontage that the Bryan Street interchange would create would contribute to economic development for the community.

Vice Mayor Harrod said he had been to several meetings with ODOT and that it would be impossible to reallocate funds.

Commissioner Shaw stated that she has also spoken to ODOT as well as federal officials and they having differing opinions on this issue.

Commissioner Gillham stated the community would continue to see a problem with traffic on Harrison Street if the Bryan Street Interchange was not constructed.

Mayor Finley said he shares the enthusiasm of staff regarding Shawnee Splash. He also thanked the City Manager and Finance Director for their hard work.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (7:20 p.m.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (7:25 p.m.)

AGENDA ITEM NO. 17:

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

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to enter into Executive Session to discuss annual evaluations of the City Manager and City Treasurer pursuant to 25 O.S. § 307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee.". Motion carried 7-0.

AYE: Harrod, Gillham, Finley, Rutherford, Shaw, Salter, Bushong
NAY: None

COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT 7:26 P.M.
WITH ALL MEMBERS PRESENT.

COMMISSIONERS RECONVENED FROM EXECUTIVE SESSION AT 7:48
P.M. WITH ALL MEMBERS PRESENT.

AGENDA ITEM NO. 18: Consider matters discussed in Executive Session to discuss annual evaluations of the City Manager and City Treasurer pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."

No action was taken.

AGENDA ITEM NO. 19: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:49 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

Meeting Date: 06/19/2017

Acknow Rpts & 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 2017
- Project Payment Report for May 2017
- Planning Commission Minutes from May 3, 2017 meeting

Attachments

License Pymt Rpt 05-2017

Project Pymt Rpt 05-2017

Planning Minutes 05-03-2017

6/02/2017 8:25 AM
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: 5/01/2017 TO 5/31/2017

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION		FEE	PENALTY	PAYMENT DISTRIBUTION TAX	INTEREST	TOTAL PAI
ALARM	BURGLAR/FIRE ALARM LICENSE	3	75.00CR				75.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	24	360.00CR				360.00
BOATREG	BOAT REGULAR PERMIT	107	2,782.00CR				2,782.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	2	200.00CR				200.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	10	750.00CR				750.00
FISHANNUAL	FISHING ANNUAL FEE	56	840.00CR				840.00
FISHDAILY	FISHING DAILY FEE	1	3.00CR				3.00
MERC	ITINERANT MERCHANT FEE	5	250.00CR				250.00
LAKEINSP	LAKE LEASE INSPECTION	3	225.00CR				225.00
LAKELEASE	LAKE LEASE	21	11,341.15CR				11,341.15
LAKEXFER	LAKE LEASE TRANFER FEE	4	2,500.00CR				2,500.00
MECH1	MECHANICAL CONTRACTOR INTIAL	3	300.00CR				300.00
MECH2	MECHANICAL CONTRACTOR RENEW	8	600.00CR				600.00
MIXER	MIXED BEVERAGE RENEWAL	1	900.00CR				900.00
PLUM1	PLUMBING CONTRACTOR INITIAL	3	300.00CR				300.00
PLUM2	PLUMBING CONTRACTOR RENEW	7	525.00CR				525.00
REFUND	REFUND	2	371.85CR				371.85
RESAL	RESIDENTIAL SALE	138	1,380.00CR				1,380.00
SNOWC	SNOW CONE STAND LICENSE FEE	2	50.00CR				50.00
SOLID	SOLICITOR DAILY LICENSE	1	3.00CR				3.00
SOLIW	SOLICITOR WEEKLY LICENSE	1	15.00CR				15.00
TOTAL			23,771.00CR				23,771.00

06/09/2017 1:12 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE: 4
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 5/01/2017 TO 5/31/2017
SORTED BY: PROJECT

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	7,709.84CR
B2-ADD	BUILDING CONSTRUCTION ADD	108.93CR
B3-REMODEL	BUILDING CONSTRUCTION REM	3,481.48CR
B4-CARPORT	BUILDING CARPORT	29.50CR
B4-SHELTER	BUILDING SHELTER	160.20CR
B4-STORAGE	BUILDING STORAGE SHED	130.50CR
E2-ADD	ELECTRICAL ADDITION	24.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	216.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	2,045.50CR
P3-REMODEL	PLUMBING REMODEL	465.50CR
P5-SEPTIC	SEPTIC PERMIT	40.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	120.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	25.00CR
X-DEMO	DEMOLITION PERMIT	200.00CR
X-PLATFIN	PLAT REVIEW FINAL	606.00CR
X-PLATREV	PLAT REVIEW PRELIM	275.00CR
X-SIGN	SIGN PERMIT	300.00CR
Z-CONDUSE	CONDITIONAL USE PERMIT	280.00CR
Z-OCCUP	OCCUPANCY PERMIT	200.00CR

TOTAL 16,418.45CR

06/09/2017 1:12 PM
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: 6
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 5/01/2017 TO 5/31/2017
SORTED BY: PROJECT

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	296.00CR
001-4202	BUILDING PERMITS	8,744.45CR
001-4203	PLUMBING PERMITS	1,520.00CR
001-4204	ELECTRICAL PERMITS	205.00CR
001-4205	ZONING PERMITS & APPLICATIONS	1,161.00CR
001-4206	HEATING & A/C PERMITS	1,960.00CR
001-4249	OTHER PERMITS	700.00CR
001-4822	OTHER MISC. REVENUE	37.00CR
101-4249	OTHER PERMITS	145.00CR
501-4510	WATER TAPS	1,650.00CR
799-1023	BANCFIRST GENERAL	16,418.45

PLANNING COMMISSION MINUTES

DATE: MAY 3RD, 2017

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, May 3rd, 2017 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1:

Roll Call

Upon roll call the following members were present:

Present: Clinard, Walker, Bergsten, Cowen, Kienzle, Affentranger

Absent:

Meeting was called to Order.

AGENDA ITEM NO. 2:

Consideration of Approval of the minutes from the April 5th, 2017 Planning Commission Meeting

Chairman Bergsten asked if the Board had time to review the minutes and if there were any questions or comments. Commissioner Affentranger made a motion to approve, seconded by Commissioner Walker.

Motion passed:

AYE: Clinard, Walker, Bergsten, Cowen, Affentranger

NAY:

ABSTAIN: Kienzle

AGENDA ITEM NO. 3:

Citizen's Participation

Chairman Bergsten opened the public portion of the meeting and announced that this is an open time for discussion for those with questions on topics not on the Agenda and asked if anyone would like to come forward. No one came forward and Chairman Bergsten closed the public portion of the meeting.

AGENDA ITEM NO. 4:

Case #P05-17 – A public hearing for consideration of approval of a Rezone from A-1; Rural Agricultural District to C-3; Highway Commercial District, located at 4720 North Harrison Ave, Shawnee, OK

Applicant: Nelmon Brauning

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commissioners that the comprehensive plan shows for area to be zoned C-3; Highway Commercial. Lot is roughly an acre in size and staff has no objection to rezone. Justin Debruin explained there is not a proposed use as of yet and the residential home on property will be demolished. Staff does recommend approval. Mr. Debruin discussed the commercial requirements including landscaping, sidewalks, façade and off street parking. Chairman Bergsten asked if the demo would be soon and Mr. Debruin mentioned he was not sure of a time line but it would not disrupt the construction process. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward to speak in favor. Chairman Bergsten closed the public portion of the meeting and asked if there were any comments,

questions or a motion from the Commissioners. Vice-Chairman Cowen asked Nelmon Brauning if she knew when the demo was scheduled and she informed him that demolitions typically wait until closing is completed. Vice-Chairman Cowen made a motion to approve, seconded by Commissioner Kienzle.

Motion passed:

AYE: Clinard, Walker, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 5:

Planning Director's Report

Justin Debruin informed Commissioners of the amount of building permits coming in and gave update on new commercial developments. Mr. Debruin confirmed the new Sonic being constructed on Harrison and Highland will have two entrances/exits. Justin Debruin asked if there were any questions. Commissioner Kienzle asked if there were any code enforcement responsibility along the highway and Mr. Debruin mentioned that the State typically hires contractors for trash pickup and mowing. Commissioner Kienzle discussed a damaged billboard that could pose a hazard to traffic and Mr. Debruin mentioned he would get in contact with the contractor and also mentioned billboard ordinance. Commissioner Affentranger asked if any sod was laid at the new Regal development and Justin Debruin stated that their temporary CO was issued to finish landscaping and it will be addressed. Chairman Bergsten asked for status on Avonlea and Mr. Debruin stated building permit was issued but work has not been completed and permit is past six month time frame. Commissioner Clinard asked for status on a downtown property violation and Justin Debruin informed her it was being included on next round. Commissioner Kienzle mentioned the damaged curbs on the streetscape by Burger King on west side of road and Mr. Debruin stated he would look into the maintenance bonds in place and discuss it with the City Engineer.

AGENDA ITEM NO. 6:

Commissioners Comments and/or New Business

Chairman Bergsten wanted to thank Commissioner Affentranger for his service and was saddened to hear of his resignation. Justin Debruin also thanked him for his service.

AGENDA ITEM NO. 7:

Adjournment

Meeting was adjourned.


Chairman/Vice-Chairman

Cheyenne Pettigrew
Planning Commission Secretary

Regular Board of Commissioners

1.c.

Meeting Date: 06/19/2017

OMRF Brock

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund normal Retirement for Mary Clarice Brock.

Attachments

No file(s) attached.

Regular Board of Commissioners**1.d.**

Meeting Date: 06/19/2017

Mayor Appts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments

Airport Advisory BoardThomas "Bert" Humphreys 2nd Full Term Expires 07/01/2020*Reappointment*

Attachments

AAB Board Appt Humphries



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Thomas (Bert) Humphreys</u>	Application Date: <u>6/12/2017</u>
Address: <u>17 Sequoyah, Shawnee</u>	Date of Birth: <u>8/13/1956</u>
Mailing Address: <u>Same</u>	
Daytime Phone: <u>405.273.7000</u> Fax: <u>405.273.7333</u>	Email: <u>bhumphreys@shawneemilling.com</u>
Profession: <u>Sales</u>	
Business Name: <u>Shawnee Milling Company</u>	
Business Address: <u>201 S. Broadway</u>	
Business Phone: <u>405.273.7000</u> Fax: <u>405.273.7333</u>	Email: <u>bhumphreys@shawneemilling.com</u>

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

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

If so, please list the board/committee: Airport Advisory

How many years have you lived in Shawnee? 37

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

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

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

Reappointment for additional term

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 been a board member for years and know a great deal about current projects & plans. Would like to continue in this role

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

Boy Scouts of America

List education, including degree(s) earned:

BS - Oklahoma State University

MBA - Southwestern Oklahoma State University

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 for 4 years

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
William L. Ford	Employer	405.273.7000
Steve Smith	Friend	405.273.4444
Dr. Clay McLaughlin	Friend	405.613.3301

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 Burt H. Pugs

Date 6/12/2017

Revised April 4, 2017

Regular Board of Commissioners

1.e.

Meeting Date: 06/19/2017

Lake Leases

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 18 Belcher Tract, 33400 Post Office Neck

From: Bobbie and Patricia Slaughter

To: Janice Doerge

Attachments

Lake Lease Doerge



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	06/06/2017	License No. 030997
Type	☐ Renewal ☒ Transfer (Fee: \$1,000)	
Commission Meeting Date	June 19 th , 2017	
Property Address	33400 POST OFFICE NECK	
Lake Site Location	LOT 18 BELCHER TRACT	
Lease Dates	06/19/2017 – 06/19/2047	
Lease Fee (changes annually)	\$689.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	JANICE DOERGE	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	BOBBIE & PATRICIA SLAUGHTER	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No (if no, due: 05-22-2022)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	05/22/2017	
Misc. Comments	Total Charges Paid: \$1,689.00	

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# 030997**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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

JANICE DOERGE
of 7412 NW 103RD TERRACE OKLAHOMA CITY OK 73162 ,

of ,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 689.00** dollars for **2017**, 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:

**33400 POST OFFICE NECK
LOT 18 BELCHER TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

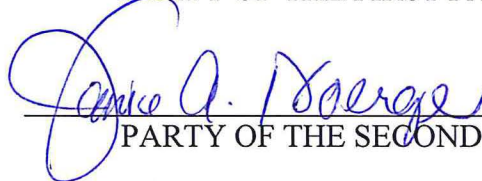
BY: _____

MAYOR

PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

Regular Board of Commissioners

1.f.

Meeting Date: 06/19/2017

Renewal Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of the following agreements for FY 2017-2018:

Attachments

No file(s) attached.

Regular Board of Commissioners

1.f.1.

Meeting Date: 06/19/2017

Hope House Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Youth and Family Resource Center, Inc. (Hope House) for Juvenile Services.

Attachments

Hope House

AGREEMENT FOR JUVENILE SERVICES

This Agreement made and entered into between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and Youth and Family Resource Center, Inc. (Hope House) for juvenile services. It is the intent of this agreement that Hope House will be a provider of juvenile counseling services, assign and monitor community service related court-ordered sentences; and provide all other services for juvenile offenders required by the City's Municipal Court. In exchange for this service, the City will provide a portion of the fines and/or fees collected from juvenile offenders that are referred to Hope House.

Hope House will:

- (1) Provide an intake evaluation and necessary or required counseling for juvenile offenders and/or members of their families;
- (2) Assign, monitor and document community services hours required of juvenile offenders by the City's municipal court;
- (3) Provide the City with a written evaluation of each juvenile offender or members of their families at the conclusion of their court ordered sentences; and
- (4) Provide the City with copies of all records relating to the juvenile offender and/or family members, as allowed by law;
- (5) Supervise and be responsible for arrested juveniles until the parent or guardian takes control of the juvenile.
- (6) Contact a judge for disposition of the juvenile within four (4) hours of the juvenile's arrival at Hope House.

Hope House reserves the right to refuse to accept for supervision any arrested juvenile for any reason, especially those exhibiting violence at the time of their arrest or those under the influence of drugs or alcohol.

In exchange for these services, the City will:

- (1) Refer juvenile offenders and/or their families to Hope House for counseling and/or community service;
- (2) Give to Hope House each month, thirty-five percent (35%) of all fines and administrative fees, exclusive of court costs, collected from each juvenile offender that is referred to Hope House by the Court, except when the Court orders that a juvenile offender is not obligated to pay a fine or costs due to indigence; and
- (3) Share all police records, as allowed by law, with Hope House that may assist Hope House in making an accurate and proper evaluation of the juvenile.

- (4) Pay to Hope House Ten Dollars (\$10.00) per hour for the supervision of each arrested juvenile.

This agreement shall go into effect on the 1st day of July, 2017 and shall expire on June 30, 2018. This agreement may be modified by either party by giving written notice at least thirty (30) days prior to the expiration date.

PASSED AND APPROVED by the Mayor and Commission of the City of Shawnee, Oklahoma this ____ day of _____, 2017.

CITY OF SHAWNEE

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

YOUTH AND FAMILY RESOURCE CENTER,
INC.

DIRECTOR
EXECUTIVE DIRECTOR

Approved as to form and legality on this _____ day of _____, 2017

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.f.2.

Meeting Date: 06/19/2017

YMCA Recreational Facilities

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with YMCA for use of recreational facilities known as Lions Club Park, Dockery Park, Milstead Park and Lilac Park.

Attachments

YMCA Park Facilities

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation ("City") and the Troy & Dollie Smith Family YMCA, a non-profit Oklahoma corporation ("YMCA"), collectively the ("Parties").

WHEREAS the City is the owner of public property and facilities known as Dockery Park, Lions Club Park, Milstead Park and Lilac Park in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS the City recognizes that the sports fields and facilities located at Dockery Park, Lions Club Park, Milstead Park and Lilac Park shall be used for certain recreational purposes for the benefit of the health, safety and welfare of the residents of the of the City of Shawnee, and;

WHEREAS, it is the desire of the Parties to set out in detail the rights and responsibilities of the Parties regarding the operations of the youth sports program and the use of City property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and the YMCA agree as follows:

1. The City hereby grants the right and privilege to the YMCA to use the facilities and property located generally at Dockery, Lions Club, Milstead and Lilac Parks, City of Shawnee, Pottawatomie County, State of Oklahoma, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2017 and end on June 30, 2018 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or the YMCA, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days notice, in writing, delivered by certified mail, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this Agreement is terminated, all rights and interests of the

Parties hereto shall thereupon cease. Upon termination of this Agreement, the YMCA shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the City. Any and all structures which have been placed or constructed on the Property by the YMCA shall become the property of the City unless otherwise mutually agreed to in writing by the City and the YMCA. The Parties acknowledge that the YMCA shall pay to the City a sum of one dollar (\$1.00) on the first day of July every calendar year as lease payment for use of the Property. The Parties acknowledge that at the time of execution of this agreement there have been no permanent improvements constructed by the YMCA.

3. Before any changes are made in the improvements and structures, and before the construction of any permanent building, the YMCA shall obtain approval from the City's Parks Department for such changes or construction costing Twenty-five Thousand Dollars (\$25,000) or less. All changes or construction costing in excess of Twenty-five Thousand Dollars (\$25,000.) shall require the approval of the City Commission.
4. It is agreed that the Property area is to be used by the YMCA solely for the purposes of recreation and education, and development of sports skills, primarily for the purpose of playing, training and promoting various sports, and associated supportive services. Any other use of the Property area must be approved by the City. The YMCA shall provide the City with by-laws, league rules, league registration fees and schedules of all the YMCA activities. It is further agreed between the Parties that the YMCA shall make every effort to accommodate the Shawnee School System to facilitate shared use, at no cost to the school district. If the YMCA makes the property available for use by others, the YMCA shall prepare fields for play and determine costs and assess such costs against such entities using the property.
5. The YMCA shall not assign this Agreement, or any interest herein, or sublet any portion of the Property area without the consent of the City Operations Director or designee. The YMCA may grant permission and authority to any entities to occupy and use the Property area for any supportive services necessary for YMCA or for the conduct of a sport not sponsored by YMCA. YMCA will be responsible for informing all other entities using the City fields of the rules and obligations for the use of the fields.

6. The YMCA will hold the City harmless and exempt from any damage or injury to persons or any damage to property of every kind arising from the management and use of the Property area by the YMCA, its invitees, employees, representatives and successors from the failure of the YMCA to keep the Property and ball fields area and structures in good condition and repair or for any negligent or intentional act committed by YMCA, its employees, officers, successors and assigns resulting in injury of any kind.
7. The YMCA, at its expense, shall keep in force, during the term of this Agreement, general liability insurance issued by an insurance company authorized to conduct business in Oklahoma by the Oklahoma Insurance commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager for the City, for the protection of the City and the YMCA against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from City, on account of any matter or thing which may occur on the Property, excluding Participants who will not be covered during the actual participation in an event, in a general liability policy or policies in the amount of one million dollars (\$1,000,000.00). The use of the fields by any entity other than YMCA will require that entity to comply with the requirements of this paragraph for the obtaining of insurance. The insurance obtained will include a rider for the City and YMCA to be covered by the policy.
8. The YMCA will provide all maintenance to all game fields, including restrooms, the concession areas and the areas adjacent thereto; all janitorial and sanitizing service and supplies; refuse receptacles and liners to be disposed of on an as needed basis; field supplies and service including chalk, paint, and other equipment; turf and infield supplies. Major repairs to facilities such as replacing buildings, roofs, sewer lines, major water line breaks, parking lot repairs, painting of buildings, and fencing replacement, and other repairs traditionally within the responsibility of the "landlord", will be the responsibility of the City at no cost to the YMCA. The YMCA will be responsible for repair of sprinkler heads when necessary, minor repairs to the concession building; replacement of food preparation equipment; minor plumbing repairs such as clogged toilets, clogged sink drains, toilet and sink replacement; light bulb replacement and minor fence repair. The YMCA shall be responsible for ensuring that trash is picked up from dugouts, bleachers and grounds after games and deposited into containers provided by the City. The setting and purchase of bases, yardage markers, flags and such equipment as is necessary shall be the responsibility of the YMCA. Field maintenance equipment such as infield drags, motorized carts, shovels, rakes mowers and the like, purchased by the YMCA, shall remain the property of the

YMCA. The YMCA shall exercise a high degree of care in ensuring playing surfaces are continually in good repair during the term of this agreement. The City shall be charged for electric services, solid waste services, sewer and water for the Property, including, but not limited to, field lighting, concession building and field storage facilities. The YMCA will exercise reasonable efforts to conserve electric and water usage. For night games, the YMCA will use lights for only those fields in which games will be played and for the safety of the participants.

9. The YMCA will exercise reasonable efforts to make its customers aware of parking regulations during YMCA activities to assist the City in an effort to insure that the ground and vegetation of the Property, and adjacent premises, is not damaged by vehicles being driven or parked in places other than those defined by signage or in the plan as road or parking areas.
10. The YMCA agrees to provide activities, primarily for Shawnee area without discrimination as to race, religion, color, creed, sex or national origin. Said activities will include leagues for all levels of play to include open and recreational leagues. Under normal conditions, YMCA activities will not be scheduled to start after the hours of 10:30 p.m., on Sundays through Thursdays, and 11:00 p.m., Fridays through Saturdays.
11. If any person believes that the YMCA has violated the provisions of this Agreement, and has exhausted all appeal procedures through the YMCA Board, that person may file a written complaint with the Director of Operations or designee. The Director of Operations or designee shall so advise the YMCA, provide it with a copy of the complaint, and give the YMCA ten (10) days to consult with counsel and file a written response with the Director or designee. Thereafter, the Director of Operations may, if he/she deems prudent, conduct an investigation into the situation, and within thirty (30) days of the response by the YMCA, advise of a ruling on the matter by either a written report to the Community Service Contract Review Committee or to be handled internally by the Director of Operations, if possible. If a written report is submitted to the Community Service Contract Review Committee, the Committee will make a recommendation which will be submitted to the City Commission to resolve the dispute or rectify the situation. Failure of the YMCA to follow the directions so given by the City Commission or Director of Operations may result in the termination of this Agreement (without further notice).

12. The City Operations Department may designate one (1) person to serve as a non-voting, advisory to the YMCA Board. Alternatively, the YMCA may designate one (1) person to serve as liaison between the YMCA and the City Parks Department to address issues regarding maintenance and program administration. The YMCA will provide the City and the Director of Operations, semi-annual financial statements and reports of business activities. The YMCA shall inform the Director of Operations of changes to league rules and By-Laws in its semi-annual report after the change becomes effective. There shall be ultimate City Commission review for capital improvements in excess of twenty five thousand dollars (\$25,000.00). The YMCA shall permit City or City's designee to conduct a financial review of its operations at any time per discretion of the City.
13. The YMCA shall maintain a local contact, accessible to the City and the public at reasonable hours and otherwise make arrangements to accommodate the working public to the extent necessary for registration and similar activities. The contact will be responsible for disseminating all administrative and operational functions to include management, registration, access to all records that are subject to disclosure pursuant to Title 51 O.S. §24A.1, et seq., known as the Oklahoma Open Records Act, and access to the operational staff.
14. This Agreement shall only be amended in writing by the mutual consent of the YMCA and the City. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the other provisions of the Agreement shall not be affected. The Agreement shall be construed as if the valid, legal, or enforceable provisions for the Agreement were not affected, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained therein. No terms inconsistent with this Agreement shall be deemed binding on the parties. This Agreement contains all essential terms necessary to accomplish the purposes expressed by the parties and any other prior agreements, written or oral, consistent or inconsistent with the terms herein, are hereby rendered null and void. The parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.

IN WITNESS HEREOF the City of Shawnee, and Troy & Dollie Smith Family YMCA, by their representatives, set their hands to this Agreement on the ____ day of _____, 2017.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

TROY & DOLLIE SMITH FAMILY YMCA

PRESIDENT/CHAIRMAN

ATTEST:

CLERK/SECRETARY

Approved as to form and legality this _____ day of _____, 2017.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.f.3.

Meeting Date: 06/19/2017

Trap Club Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Trap Range.

Attachments

Trap Club

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation LESSOR ("City"), and the SHAWNEE TWIN LAKES TRAP CLUB, INC., LESSEE (STLTC), collectively the ("Parties").

WHEREAS the City is the owner of public property and facilities known as The Shawnee Twin Lakes Trap Range, in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS the City recognizes that the Trap Range and facilities located at the North East corner of Patterson Road and Hardesty Road shall be used for certain recreational purposes for the benefit of the health, safety and welfare of the residents of the of the City of Shawnee, and;

WHEREAS, it is the desire of the parties to set out in detail the rights and responsibilities of the parties regarding the operations of the Trap Range and the use of City property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and the STLTC agree as follows:

1. The City hereby grants the right and privilege to the STLTC to use the facilities and property located generally at the North East corner of Patterson Road and Hardesty Road, City of Shawnee, Pottawatomie County, State of Oklahoma, West side of property, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2017 and end on June 30, 2018 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or the STLTC, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days notice, in writing, delivered by certified mail, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this Agreement is terminated, all rights and interests of the

Parties hereto shall thereupon cease. Upon termination of this Agreement, the STLTC shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the City. Any and all structures which have been placed or constructed on the Property by the STLTC shall become the property of the City unless otherwise mutually agreed to in writing by the City and the STLTC. The Parties acknowledge that the STLTC shall pay to the City a sum of one dollar (\$1.00) on the first day of July every calendar year as lease payment for use of the Property. The Parties acknowledge that at the time of execution of this agreement there have been no permanent improvements constructed by the STLTC.

3. Before any changes are made in the improvements and structures, and before the construction of any permanent building, the STLTC shall obtain approval from the City Manager or his designee for such changes or construction costing Twenty-five Thousand Dollars (\$25,000) or less. All changes or construction costing in excess of Twenty-five Thousand Dollars (\$25,000.) shall require the approval of the City Commission.
4. It is agreed that the Property area is to be used by the STLTC solely for the purposes of recreation and education, and development of sports skills, primarily for the purpose of shooting traps, and associated supportive services. Any other use of the Property area must be approved by the City. The STLTC shall provide the City with by-laws, league rules, league registration fees and schedules of all the STLTC activities. It is further agreed between the Parties that the STLTC shall make every effort to accommodate the City of Shawnee residents to facilitate shared use. If the STLTC makes the property available for use by others, the STLTC shall make ready the facilities, determine costs and assess such costs against such entities using the property.
5. The STLTC shall not assign this Agreement, or any interest herein, or sublet any portion of the Property area without the consent of the City Manager or his designee. The STLTC may grant permission and authority to any entities to occupy and use the Property area for any supportive services necessary for STLTC or for the conduct of a function not sponsored by STLTC. STLTC will be responsible for informing all other entities using the City property of the rules and obligations for the use of the property.
6. The STLTC will hold the City harmless and exempt from any damage or injury to persons or any damage to property of every kind arising from the management and use of the Property area by

the STLTC, its invitees, employees, representatives and successors from the failure of the STLTC to keep the Property and structures in good condition and repair or for any negligent or intentional act committed by STLTC, its employees, officers, successors and assigns resulting in injury of any kind.

7. The STLTC, at its expense, shall keep in force, during the term of this Agreement, Public Liability Insurance issued by an insurance company authorized to conduct business in Oklahoma by the Oklahoma Insurance commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager for the City, for the protection of the City and the STLTC against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from City, on account of any matter or thing which may occur on the Property, excluding Participants who will not be covered during the actual participation in an event, in a Public Liability Insurance policy or policies in the amount of One Million Dollars (\$1,000,000.00). The use of the fields by any entity other than STLTC will require that entity to comply with the requirements of this paragraph for the obtaining of insurance. The insurance obtained will include a rider for the City and STLTC to be covered by the policy.
8. The STLTC will share the building space with the Sporting Clay area (currently the Shawnee Shotgun Club). The STLTC will provide maintenance to grounds around the building and facilities including mowing of the area right around the building, cost share with the Shawnee Shotgun Club janitorial and sanitizing service and supplies, Trash receptacles and liners to be disposed of on an as needed basis, field supplies and service including paint, and other equipment. Major repairs to existing facilities such as replacing buildings, roofs, sewer lines, major water line breaks, parking lot repairs, and fencing replacement previously installed by the City, and other repairs traditionally within the responsibility of the "landlord", will be the responsibility of the City at no cost to the STLTC. The STLTC will be responsible for minor repairs to the building, replacement of equipment, minor plumbing repairs such as clogged toilets, clogged sink drains, toilet and sink replacement, light bulb replacement and all maintenance and repair to new facilities constructed by the STLTC for at least one year after construction and during warranty period. All members and employees of the lessee that work on or do repairs will be considered independent contractors and not working for the City. The STLTC shall be responsible for ensuring that trash is picked up from grounds after events and deposited into the dumpster provided by the City. The STLTC shall exercise a high degree of care in ensuring grounds and building are continually in good repair during the term of this agreement. The City shall be charged for electric services and the STLTC will exercise reasonable efforts to conserve

electric. The STLTC will provide and pay for their own phone service.

9. The STLTC will exercise reasonable efforts to make its customers aware of parking regulations during STLTC activities to assist the City in an effort to insure that the ground and vegetation of the Property, and adjacent premises, are not damaged by vehicles being driven or parked in places other than those defined by signage or in the plan as road or parking areas.
10. The STLTC agrees to provide activities, primarily for Shawnee area residents without discrimination as to race, religion, color, creed, sex or national origin.
11. If any person believes that the STLTC has violated the provisions of this Agreement, and has exhausted all appeal procedures through the STLTC Board, that person may file a written complaint with the City Manager or his designee. The City Manager or his designee shall so advise the STLTC, provide it with a copy of the complaint, and give the STLTC ten (10) days to consult with counsel and file a written response with the City Manager or his designee. Thereafter, the City Manager or his designee may, if he/she deems prudent, conduct an investigation into the situation, and within thirty (30) days of the response by the STLTC, advise of a ruling on the matter. Failure of the STLTC to follow the directions so given by the City Manager or his designee may result in the termination of this Agreement (without further notice).
12. The City Manager may designate one (1) person to serve as a non-voting, advisory to the STLTC Board. Alternatively, the STLTC may designate one (1) person to serve as liaison between the STLTC and the City Parks Department to address issues regarding maintenance and program administration. The STLTC will provide the City semi-annual financial statements and reports of business activities. There shall be ultimate City Commission review for capital improvements in excess of twenty five thousand dollars (\$25,000.00). The STLTC shall permit City or City's designee to conduct a financial review of its operations at any time per discretion of the City.
13. The STLTC shall maintain a local contact, accessible to the City and the public at reasonable hours and otherwise make arrangements to accommodate the working public to the extent necessary for registration and similar activities. The contact will be responsible for disseminating all administrative and operational functions to include management, registration, access to all records that are subject to disclosure pursuant to Title 51 O.S. §24A.1, et seq., known as the Oklahoma Open Records Act, and access to the operational staff.

14. This Agreement shall only be amended in writing by the mutual consent of the STLTC and the City. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the other provisions of the Agreement shall not be affected. The Agreement shall be construed as if the valid, legal, or enforceable provisions for the Agreement were not affected, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained therein. No terms inconsistent with this Agreement shall be deemed binding on the parties. This Agreement contains all essential terms necessary to accomplish the purposes expressed by the parties and any other prior agreements, written or oral, consistent or inconsistent with the terms herein, are hereby rendered null and void. The parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.

IN WITNESS HEREOF the City of Shawnee, and Shawnee Twin Lakes Trap Club, Inc., by their representatives, set their hands to this Agreement on the ____ day of _____, 2017.

THE CITY OF SHAWNEE, OKLAHOMA

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

SHAWNEE TWIN LAKES TRAP CLUB, INC.

PRESIDENT/CHAIRMAN

ATTEST:

CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2017.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.f.4.

Meeting Date: 06/19/2017

YMCA Mower

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with YMCA for use of mower, city property, for maintenance of Dockery Park, Lions Club Park, Milstead Park and Lilac Park.

Attachments

YMCA Mower

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation LESSOR ("City"), and the YMCA, a non-profit Oklahoma corporation, LESSEE, collectively the ("Parties").

WHEREAS the City is the owner of public property known as a Kubota 72" Zero Turn, ZD331, 2009 Mower, City ID # 3527, hereinafter referred to as the "Mower".

WHEREAS, it is the desire of the parties to set out in detail the rights and responsibilities of the parties regarding the use of said City Property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and YMCA agree as follows:

1. The City hereby grants the right and privilege to the YMCA to lease the Mower for the sole purpose of maintaining Dockery Ball Park, Milstead Ball Park, and Lilac Ball Park.
2. This Agreement shall commence on July 1, 2017 and end on June 30, 2018 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. On July 1, 2012, it was agreed that this agreement shall automatically renew for successive one (1) year terms for four (4) years, unless revoked in writing by either of the parties by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving thirty (30) days notice, in writing to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such thirty (30) day time period. At the end the of the five (5) one (1) year consecutive leases, the mower will be brought back into possession of the CITY OF SHAWNEE to use, trade, or dispose of. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease and the mower shall immediately be returned to City. The Parties acknowledge that the YMCA shall pay to the City a sum of One (1) Dollar on the first day of July every calendar year as lease payment for use of the Mower.

3. The YMCA will be responsible for the fuel, oil, lubricants, and all repairs of the Mower while it is in their possession. Before any major repairs (over \$300) are made to the Mower, the YMCA shall gain approval from the City. Once a year, right before mowing season, the Mower will need to be brought to the City of Shawnee for a servicing and a check out.
4. The Mower will be stored in secure location at the YMCA or approved area and added to the YMCA's insurance policy.
5. The YMCA shall not assign this Agreement, or any interest herein, or sublet the Mower to any other person or entity. All operators must be an employee or approved volunteer of the YMCA.
6. The YMCA will maintain the three ball fields to a standard that complies with all City codes.
7. The YMCA will "indemnify" and hold harmless and exempt the City, its officers, employees, agents, and assigns from any damage or injury to persons or any damage to the Mower of every kind arising from the management and use of the Mower by the lessee, its invitees, employees, and representatives from the failure of the lessee to keep the Mower in good condition and repair or for any negligent or intentional act committed by lessee, its invitees, employees, and representatives resulting in injury of any kind.

IN WITNESS HEREOF the City of Shawnee, and the YMCA, by their representatives, set their hands to this Agreement on the ____ day of _____, 2017.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

TROY & DOLLIE SMITH FAMILY YMCA

CHAIRMAN / PRESIDENT

TROY & DOLLIE SMITH FAMILY YMCA

EXECUTIVE

ATTEST:

CLERK/SECRETARY

Approved as to form and legality this _____ day of _____, 2017.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.f.5.

Meeting Date: 06/19/2017

GCTC Parking Lot

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

GCTC

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2017 by and between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and Gordon Cooper Technology Center District No. 5, hereinafter referred to as "GCTC".

WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC. The City shall provide labor and equipment only, and GCTC shall pay for all required materials.

TERM: The term of this agreement shall be for a period of one (1) year commencing on the 1st day of July, 2017 and ending on the 30th day of June, 2018, and this agreement may be renewed for additional successive periods of one (1) year commencing upon the expiration of the original term hereof upon the consent of both parties; provided that any such renewal shall be in accordance with then established federal, state and local laws and regulations.

ADMINISTRATION: This agreement shall be administered by the City Manager of Shawnee or his designees, and the Superintendent of GCTC or his designees. These representatives shall be responsible for administering this agreement and shall have the authority to determine the resolution of disputes. GCTC will provide the City with a schedule of the work to be performed under this agreement, which said work shall be performed subject to the availability of the City workforce and secondarily to the needs of the City. The City Manager may receive from GCTC periodic recommendations and suggestions as to the needs of GCTC. These recommendations shall be submitted by the Superintendent of GCTC or his designees. The GCTC Superintendent may receive from the City periodic recommendations and suggestions as to the needs of the City. These recommendations shall be submitted by the City Manager or his designees.

CONSIDERATION: In consideration for this agreement, GCTC agrees to provide the City with educational services and training for City employees in subject matter normally available at GCTC's Adult Training and Development Department and/or Industry Specific Department as requested from time to time by the City. GCTC shall provide instruction only, and the City shall pay for all required materials and/or supplies to complete the training.

LIABILITY: Each party shall assume and be responsible for any liability or the costs of litigation arising from the provision of its particular services.

TERMINATION: This agreement shall be subject to termination upon written notification by either party to the other party upon ten (10) days notice.

IN WITNESS WHEREOF, the parties have hereunto affixed their official signatures on the date first above written.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

JUSTIN ERICKSON, CITY MANAGER

(SEAL)
ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

GORDON COOPER TECHNOLOGY
CENTER DISTRICT NO. 5

SUPERINTENDENT

Approved as to form and legality on this _____ day of _____, 2017

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.f.6.

Meeting Date: 06/19/2017

McLoud Animal Shelter

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Animal shelter facility agreement with City of McLoud.

Attachments

McLoud Animal Shelter

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the “City”, and the Town of McLoud, Oklahoma, hereinafter referred to as “McLoud”.

The purpose of this Agreement entered into by and between the City and McLoud is to promote the health, safety and public welfare of the citizens of Shawnee and of McLoud, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

As used in this Agreement the following words will be defined as set out herein:

- a) DVM shall mean Doctor of Veterinary Medicine
- b) Animals shall mean all non hoofed animals
- c) Livestock shall mean all domestic hoofed animals
- d) Dogs shall mean all canine domestic animals
- e) Cats shall mean all feline domestic animals

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. The City will furnish and staff an animal shelter facility on site provided by the City.
2. The City agrees that it shall accept at its animal facility and give receipt for, all animals collected by McLoud and delivered to it by McLoud or those working under McLoud’s direction. The hours of operation for acceptance are Monday through Friday between the hours of 9:00 a.m. and 6:00 p.m.; and Saturday between the hours of 8:00 a.m. and 12:00 p.m.
3. McLoud agrees that all activities relating to veterinary medicine and veterinary care are given to animals in the custody of the City shall be performed by or at the direction of a licensed doctor of veterinary medicine (DVM), in compliance with the Veterinary Practice Act of the State of Oklahoma with the understanding that McLoud shall be responsible for all charges for veterinary care.
4. The City agrees that for purpose of this Agreement the City will maintain office hours for reclamation and adoption of animals from 9:00 a.m. to 6:00 p.m. Monday through Friday, and Saturday between the hours of 8:00 a.m. and 12:00 p.m. Minor and/or seasonal changes in hours by the City can occur only following reasonable notification to McLoud.
5. The City agrees that it shall, upon payment by the owner of all applicable animal reclamation fees and cost, release any animal in its custody to the owner thereof or his authorized representative subject to the following:

- a) The City agrees that it will release no dog or cat entrusted to it until the party receiving the dog or cat shall comply with the City ordinances relating to vaccination, by vaccination receipt or a DVM's written or verbal acknowledgement for rabies vaccination.
 - b) The requirement of rabies vaccination shall be waived for an animal upon the request of the owner's veterinarian in the case of a sick or injured animal or animal less than twelve (12) weeks.
6. (a) The City shall keep in its custody and properly care for, licensed dogs and cats turned in by McLoud for a period of four (4) full days (96 hours), unless sooner redeemed by the owners thereof. Dogs and cats entered by McLoud whose owner is unknown (no license) shall be held for two (2) days (48 hours) unless sooner redeemed by the owner thereof. Animals other than dogs, cats and livestock will be billed as required. Livestock will be held for ten (10) days (240 hours) unless sooner redeemed by the owner thereof. Holidays shall not be counted in the computation prior to disposal, but shall be counted for billing purposes. After the expiration of the required holding period, the City may dispose of the animals as the City sees fit. After the expiration of the required holding period, the City may dispose of all animals as the City sees fit, except for dogs and cats under the age of four (4) months.
- (b) Those cats and dogs brought to the Shawnee Animal Shelter by McLoud that are under four (4) months of age shall be kept and cared for by the City for forty-eight (48) hours. McLoud is required to pick up those animals not claimed or adopted after forty-eight (48) hours and disposed of them at McLoud's expense and according to law. Should McLoud not pick up these animal after forty-eight (48) hours, the City will bill McLoud \$30.00 per day for each day the animal remains at the shelter until picked by McLoud.
7. The City agrees that it will provide proper food, water shelter, care and other humane treatment for such animals while they are in the City's possession until placed or other wise disposed of by the City.
8. The City agrees that it will provide access to the public in seeking lost or strayed animals during the hours scheduled in paragraph 4 above.
9. The City and McLoud do hereby mutually agree that the following schedule of fees and charges shall apply to all animals received in the performance of the terms and conditions of this Agreement, brought to the City by McLoud as follows, with payment made by McLoud to the City.
- (a) Twenty dollars (\$20.00) per animal, per day, for dogs and cats licensed, tagged or with an unknown owner.
 - (b) Fifty dollars (\$50.00) per animal for euthanazation
 - (c) Fifty dollars (\$50.00) per animal, per day, for livestock.
 - (d) Ten Dollars (\$10.00) per day for feed and care of livestock.

10. McLoud shall purchase and supply to the City all animal entry forms or other required forms for animals.
11. The City shall collect and retain all reclamation/adoption and disposal fees and shall keep proper financial records to account for the same.
12. McLoud may have full information as to method, mean and manner of the operation, maintenance and management of the animal shelter during the terms of this Agreement, including inspection by appointment.
13. In the event the City is required to keep and maintain the animals delivered by McLoud in excess of the periods set out in paragraph 6 hereof, because of requirements of health officials, law enforcement requirements. McLoud or Court Order, McLoud agrees to pay the City the sum of thirty dollars (\$30.00) per day for any day the animal is kept and maintained in excess of the requirements set out in paragraph 6.
14. The City shall keep full and accurate records of all animals brought into the animal shelter and record of their final disposition. It shall individually identify a record of each animal received. A current copy of the above record shall be open to inspection by McLoud. McLoud shall be required to make every reasonable effort to notify the known owners of any animal.
15. McLoud will provide the City with complete copies of McLoud's Animal Control Ordinances and keep and maintain the same current at all times.
16. McLoud, upon delivery of animals to the Animal Shelter, shall unload the animals and shall fill out the property entry forms deemed applicable by the City prior to acceptance of any animal by the animal shelter, and upon signing same shall authorize the conditions as set out above. McLoud shall have no responsibility in the handling of the animals after acceptance to the animal shelter operated by the City.
17. McLoud hereby agrees that any loss resulting from the performance of this Agreement shall be borne by McLoud and further, McLoud hereby agrees to indemnify and hold forever harmless the City and any of its officers or employees from any and all claims for damages of any kind or nature whatsoever, which may hereinafter be made against the City of any of its officers or employees on account of any personal injury, animal injury, property damages or other losses or damages.
18. It is hereby agreed that the City will not accept delivery of animals that are sick, injured, or unweaned dogs or cats. The City will accept from McLoud unweaned dogs and cats only with the nursing mother dog or cat also. However, under the requirements set out in paragraph 6b, it will be the responsibility of McLoud to make proper arrangements to euthanize or adopt all unweaned dogs or cats.

19. On or about the 10th day of each month upon proper claim by the City to McCloud, McCloud shall pay all fees to which the City is entitled under this Agreement.
20. It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this Agreement if the violation is not corrected within thirty (30) days after written notice thereof to the offending party.
21. The terms of this Agreement shall be from the date of acceptance by the governing bodies of the City to the 30th day of June 2018. This Agreement may be renewed by the mutual consent of both parties, received in writing at least thirty (30) days in advance of the termination date hereof. Said renewal shall be for the upcoming fiscal year (July 1 through June 30). This Agreement may be renewed from year to year.
22. This Agreement may be terminated for any reason upon thirty (30) days written notice by either party.

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

CITY OF SHAWNEE, OKLAHOMA,
A municipal corporation

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

CITY OF MCLOUD, OKLAHOMA

By: _____

Title: _____

ATTEST:

CITY CLERK

Approved as to form and legality this _____ day of _____, 2017

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.f.7.

Meeting Date: 06/19/2017

McCloud Mower

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with McCloud Public Works Authority for use of mower, city property, for maintenance of Wes Watkins Reservoir.

Attachments

McCloud Mower

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation ("LESSOR"), and MCLOUD PUBLIC WORKS AUTHORITY ("LESSEE"), collectively the ("Parties").

WHEREAS the LESSOR is the owner of public property known as a Badboy 34 Pro Diesel 72" Mower, City ID # 3573, hereinafter referred to as the "Mower".

WHEREAS, it is the desire of the Parties to set out in detail the rights and responsibilities of the Parties regarding the use of said City Property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the LESSOR and LESSEE agree as follows:

1. The LESSOR hereby grants the right and privilege to the LESSEE to lease the Mower for the sole purpose of maintaining Wes Watkins Reservoir.
2. This Agreement shall commence on July 1, 2017 and end on June 30, 2018 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms for five (5) years, unless revoked in writing by either of the Parties by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other party, upon giving sixty (60) days notice, in writing to the other party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. At the end of the five (5) one (1) year consecutive leases, the mower will be brought back into possession of the LESSOR to use, trade, or dispose of. In the event this Agreement is terminated, all rights and interests of the LESSEE hereto shall thereupon cease. The Parties acknowledge that the LESSEE shall pay to the LESSOR a sum of One (1) Dollar on the first day of July every calendar year as lease payment for use of the Mower.
3. The LESSEE will be responsible for the fuel, oil, lubricants, and all repairs of the Mower while it is in their possession. Before any major repairs (over \$300) are made to the Mower, the LESSEE

shall gain approval from the LESSOR. Once a year, right before mowing season, the Mower will need to be brought to the LESSOR for a servicing and a check out.

4. The Mower will be stored at Wes Watkins Reservoir and added to the Town of McCloud's insurance policy.
5. The lessee shall not assign this Agreement, or any interest herein, or sublet the Mower to any other person or entity. All operators must be an employee of the Town of McCloud.
6. The LESSEE will "indemnify" and hold harmless and exempt the LESSOR, it's officers, employees, agents, and assigns from any damage or injury to persons or any damage to the Mower of every kind arising from the management and use of the Mower by the lessee, its invitees, employees, and representatives from the failure of the lessee to keep the Mower in good condition and repair or for any negligent or intentional act committed by LESSEE, its invitees, employees, and representatives resulting in injury of any kind.

IN WITNESS HEREOF the City of Shawnee, and McCloud Public Works Authority, by their representatives, set their hands to this Agreement on the ____ day of _____, 2017.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION, LESSOR

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

MCCLOUD PUBLIC WORKS AUTHORITY, LESSEE

ATTEST:

CITY CLERK

Approved as to form and legality this _____ day of _____, 2017

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.f.8.

Meeting Date: 06/19/2017

Expo Contract

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

GOVERNMENTAL SERVICES CONTRACT

This Agreement made pursuant to 74 O.S. § 1008 (2001) and entered into this 1st day of July, 2017, 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, 2017 through June 30, 2018. 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 in monthly installments. 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

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

SHAWNEE CIVIC AND CULTURAL
DEVELOPMENT AUTHORITY

RANDY GILBERT, CHAIRMAN

Approved as to form and legality this _____ day of _____, 2017

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.f.9.

Meeting Date: 06/19/2017

COEDD

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Central Oklahoma Economic Development District (COEDD) for space in the Municipal Auditorium.

Attachments

COEDD

LEASE AGREEMENT

This Agreement, made and entered into this ____ day of _____, **2017**, by and between **The City of Shawnee**, a Municipal corporation, "**Lessor**" and **The Central Oklahoma Economic Development District (COEDD)**, an agency of the State of Oklahoma, "**Lessee**";

WITNESSETH:

WHEREAS, the **Lessor** is the owner of certain real property situated in the City of Shawnee, Pottawatomie County, Oklahoma, described as the Municipal Auditorium; and

Whereas, the **Lessee** desires to lease a portion of said property for office and administrative use; NOW, THEREFORE, the parties hereto agree as follows:

1. The **Lessor** hereby leases, lets and rents unto the **Lessee** that portion of the Shawnee Municipal Auditorium described as: A portion of the west area of the Municipal Auditorium formerly known as the area west of gymnasium all containing 8168 square feet, more or less, hereinafter called leased premises, commencing on the **1st** day of **July, 2017**, and ending on the **30th** day of **June, 2018**. Consideration for said lease shall be **\$1,000.00** per month, which the **Lessee** agrees to pay the **Lessor** as rent. Said sum is the amount representing the rental for said leased premises and utilities, except telephone service.

2. As a part of the consideration for this Lease, **Lessee** agrees to keep the inside of said leased premises in a good state of repair. **Lessor** shall be responsible for the maintenance of the outside of the building.

3. It is agreed that the **Lessor** shall pay all utility bills, except telephone service.

4. It is agreed that the **Lessee** shall keep in full force and effect at its expense or during the entire term of this lease or any extension or renewal thereof a policy of liability insurance and terms and limits of which shall be satisfactory to the **Lessor**.

5. It is agreed that the **Lessee** is given ten (10) consecutive options to renew this lease; beginning July 1, 2013. Each option shall be for one (1) year and the consideration for each year shall be the sum of **\$12,000.00**, payable at the rate of **\$1,000.00** per month. It is hereby agreed that the **Lessee** has spent the sum of no less than **\$100,000.00** to remodel said leased premises.

6. It is agreed that the remodel of said leased premises will follow all City Building Codes and Ordinances including but not limited to approved construction drawings, building permits (fees waived), and regular inspections by the City Staff. It is also agreed that the remodel will start within **90 days** of signed contract and be completed within **12 to 18 months**.

7. The **Lessee** shall exercise its options to renew this lease by giving the **Lessor** notice of such intent in writing addressed to the City Manager, City Hall, Shawnee, Oklahoma, at least sixty (60) days prior to the expiration of the current term.

8. It is agreed that at the end of this lease, including the extensions provided for herein, the **Lessee** shall have the right of first refusal to enter into a subsequent lease upon terms at least equal to any other bona fide offers to lease said leased premises.

9. This lease may be terminated by either party upon ninety (90) days written notice to the other party.

10. This agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties shall hereunto affixed their official signatures the date first above written.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

CENTRAL OKLAHOMA ECONOMIC
DEVELOPMENT DISTRICT

EXECUTIVE DIRECTOR

Approved as to form and legality this _____ day of _____, 2017

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.g.

Meeting Date: 06/19/2017

Shotgun Club Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Agreement with Shawnee Shotgun Club for use of the facilities and property located generally at the Northeast corner of Patterson Road and Hardesty Road.

Attachments

Shotgun Club

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation LESSOR ("City"), and the SHAWNEE SHOTGUN CLUB, collectively the ("Parties").

WHEREAS the City is the owner of public property and facilities known as The Shawnee Twin Lakes Trap Range, in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS the City recognizes that the Trap Range and Sporting Clay facilities located at the North East corner of Patterson Road and Hardesty Road shall be used for certain recreational purposes for the benefit of the health, safety and welfare of the residents of the of the City of Shawnee, and;

WHEREAS, it is the desire of the parties to set out in detail the rights and responsibilities of the parties regarding the operations of the Sporting Clays area of the Range and the use of City property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and the SHAWNEE SHOTGUN CLUB agree as follows:

1. The City hereby grants the right and privilege to the SHAWNEE SHOTGUN CLUB to use the facilities and property located generally at the North East corner of Patterson Road and Hardesty Road, City of Shawnee, Pottawatomie County, State of Oklahoma, East half of property, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2017 and end on June 30, 2018 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or the SHAWNEE SHOTGUN CLUB, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days notice, in writing, delivered by certified mail, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this

Agreement, the SHAWNEE SHOTGUN CLUB shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the City. Any and all structures which have been placed or constructed on the Property by the SHAWNEE SHOTGUN CLUB shall become the property of the City unless otherwise mutually agreed to in writing by the City and the SHAWNEE SHOTGUN CLUB. The Parties acknowledge that the SHAWNEE SHOTGUN CLUB shall pay to the City a sum of one dollar (\$1.00) on the first day of July every calendar year as lease payment for use of the Property. The Parties acknowledge that at the time of execution of this agreement there have been no permanent improvements constructed by the SHAWNEE SHOTGUN CLUB.

3. Before any changes are made in the improvements, structures, or land and before the construction of any permanent building, the SHAWNEE SHOTGUN CLUB shall obtain approval from the City Manager or his designee for such changes or construction costing Twenty-five Thousand Dollars (\$25,000) or less. All changes or construction costing in excess of Twenty-five Thousand Dollars (\$25,000.) shall require the approval of the City Commission.
4. It is agreed that the Property area is to be used by the SHAWNEE SHOTGUN CLUB solely for the purposes of recreation and education, and development of sports skills, primarily for the purpose of shooting Sporting Clays, and associated supportive services. Any other use of the Property area must be approved by the City. The SHAWNEE SHOTGUN CLUB shall provide the City with by-laws, league rules, league registration fees and schedules of all the SHAWNEE SHOTGUN CLUB activities. It is further agreed between the Parties that the SHAWNEE SHOTGUN CLUB shall make every effort to accommodate the City of Shawnee residents to facilitate shared use. If the SHAWNEE SHOTGUN CLUB makes the property available for use by others, the SHAWNEE SHOTGUN CLUB shall make ready the facilities, determine costs and assess such costs against such entities using the property.
5. The SHAWNEE SHOTGUN CLUB shall not assign this Agreement, or any interest herein, or sublet any portion of the Property area without the consent of the City Manager or his designee. The SHAWNEE SHOTGUN CLUB may grant permission and authority to any entities to occupy and use the Property area for any supportive services necessary for SHAWNEE SHOTGUN CLUB or for the conduct of a function not sponsored by SHAWNEE SHOTGUN CLUB. SHAWNEE SHOTGUN CLUB will be responsible for informing all other entities using the City property of the rules and obligations for the use of the property.

6. The SHAWNEE SHOTGUN CLUB will hold the City harmless and exempt from any damage or injury to persons or any damage to property of every kind arising from the management and use of the Property area by the SHAWNEE SHOTGUN CLUB, its invitees, employees, representatives and successors from the failure of the SHAWNEE SHOTGUN CLUB to keep the Property and structures in good condition and repair or for any negligent or intentional act committed by SHAWNEE SHOTGUN CLUB, its employees, officers, successors and assigns resulting in injury of any kind.
7. The SHAWNEE SHOTGUN CLUB, at its expense, shall keep in force, during the term of this Agreement, Public Liability Insurance issued by an insurance company authorized to conduct business in Oklahoma by the Oklahoma Insurance commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager for the City, for the protection of the City and the SHAWNEE SHOTGUN CLUB against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from City, on account of any matter or thing which may occur on the Property, excluding Participants who will not be covered during the actual participation in an event, in a Public Liability Insurance policy or policies in the amount of One Million Dollars (\$1,000,000.00). The use of the Sporting Clays area by any entity other than SHAWNEE SHOTGUN CLUB will require that entity to comply with the requirements of this paragraph for the obtaining of insurance. The insurance obtained will include a rider for the City and SHAWNEE SHOTGUN CLUB to be covered by the policy.
8. The Shawnee Shotgun Club will share the building space with the Trap Club (currently the STLTC). The SHAWNEE SHOTGUN CLUB will provide maintenance to Sporting Clays area including mowing of the area, cost share with the STLTC janitorial and sanitizing service and supplies, trash receptacles and liners to be disposed of on an as needed basis, field supplies and other equipment. Major repairs to existing facilities such as replacing buildings, roofs, sewer lines, major water line breaks, parking lot repairs, and fencing replacement previously installed by the City, and other repairs traditionally within the responsibility of the "landlord", will be the responsibility of the City at no cost to the SHAWNEE SHOTGUN CLUB. The SHAWNEE SHOTGUN CLUB will be responsible for helping with minor repairs to the building, replacement of equipment, minor plumbing repairs such as clogged toilets, clogged sink drains, toilet and sink replacement, light bulb replacement and all maintenance and repair to new facilities constructed by the SHAWNEE SHOTGUN CLUB for at least one year after construction and during

warranty period. All members and employees of the lessee that work on or do repairs will be considered independent contractors and not working for the City. The SHAWNEE SHOTGUN CLUB shall be responsible for ensuring that trash is picked up from grounds after events and deposited into the dumpster provided by the City. The SHAWNEE SHOTGUN CLUB shall exercise a high degree of care in ensuring grounds are continually in good repair during the term of this agreement. The City shall be charged for electric services and the SHAWNEE SHOTGUN CLUB will exercise reasonable efforts to conserve electric. The SHAWNEE SHOTGUN CLUB will provide and pay for their own phone service.

9. The SHAWNEE SHOTGUN CLUB will exercise reasonable efforts to make its customers aware of parking regulations during SHAWNEE SHOTGUN CLUB activities to assist the City in an effort to insure that the ground and vegetation of the Property, and adjacent premises, are not damaged by vehicles being driven or parked in places other than those defined by signage or in the plan as road or parking areas.
10. The SHAWNEE SHOTGUN CLUB agrees to provide activities, primarily for Shawnee area residents without discrimination as to race, religion, color, creed, sex or national origin.
11. If any person believes that the SHAWNEE SHOTGUN CLUB has violated the provisions of this Agreement, and has exhausted all appeal procedures through the SHAWNEE SHOTGUN CLUB Board, that person may file a written complaint with the City Manager or his designee. The City Manager or his designee shall so advise the SHAWNEE SHOTGUN CLUB, provide it with a copy of the complaint, and give the SHAWNEE SHOTGUN CLUB ten (10) days to consult with counsel and file a written response with the City Manager or his designee. Thereafter, the City Manager or his designee may, if he/she deems prudent, conduct an investigation into the situation, and within thirty (30) days of the response by the SHAWNEE SHOTGUN CLUB, advise of a ruling on the matter. Failure of the SHAWNEE SHOTGUN CLUB to follow the directions so given by the City Manager or his designee may result in the termination of this Agreement (without further notice).
12. The City Manager may designate one (1) person to serve as a non-voting, advisory to the SHAWNEE SHOTGUN CLUB Board. Alternatively, the SHAWNEE SHOTGUN CLUB may designate one (1) person to serve as liaison between the SHAWNEE SHOTGUN CLUB and the City Parks Department to address issues regarding maintenance and program administration. The

SHAWNEE SHOTGUN CLUB will provide the City semi-annual financial statements and reports of business activities. There shall be ultimate City Commission review for capital improvements in excess of twenty five thousand dollars (\$25,000.00). The SHAWNEE SHOTGUN CLUB shall permit City or City's designee to conduct a financial review of its operations at any time per discretion of the City.

13. The SHAWNEE SHOTGUN CLUB shall maintain a local contact, accessible to the City and the public at reasonable hours and otherwise make arrangements to accommodate the working public to the extent necessary for registration and similar activities. The contact will be responsible for disseminating all administrative and operational functions to include management, registration, access to all records that are subject to disclosure pursuant to Title 51 O.S. §24A.1, et seq., known as the Oklahoma Open Records Act, and access to the operational staff.
14. This Agreement shall only be amended in writing by the mutual consent of the SHAWNEE SHOTGUN CLUB and the City. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the other provisions of the Agreement shall not be affected. The Agreement shall be construed as if the valid, legal, or enforceable provisions for the Agreement were not affected, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained therein. No terms inconsistent with this Agreement shall be deemed binding on the parties. This Agreement contains all essential terms necessary to accomplish the purposes expressed by the parties and any other prior agreements, written or oral, consistent or inconsistent with the terms herein, are hereby rendered null and void. The parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.

IN WITNESS HEREOF the City of Shawnee, and Shawnee Shotgun Club, Inc., by their representatives, set their hands to this Agreement on the ____ day of July, 2017.

THE CITY OF SHAWNEE, OKLAHOMA

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

SHAWNEE SHOTGUN CLUB, INC.



PRESIDENT/CHAIRMAN

ATTEST:

CLERK/SECRETARY

Approved as to form and legality this ____ day of _____, 2017.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.h.

Meeting Date: 06/19/2017

WCC Excess Liability

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of excess liability policy for Workers' Compensation with Safety National Casualty Corporation for July 1, 2017, through June 30, 2018.

Attachments

WCC Excess Liability



Human Resources Department

Date: June 19, 2017
To: Mayor and City Commissioners
From: Tamera Johnson, HR Director
RE: **Excess Liability quote for Workman's Compensation**

Nature of the Request:

The City of Shawnee is self-insured for Workers' Compensation which means that 100% of the claim is borne by the employer unless there is a stop-loss policy in place. Years ago, we had a police officer shot in the line of duty and at that time we did not have a stop-loss policy so the City was and is still responsible for all expenses on that claim until it can be closed. If there had been a stop-loss policy we would have been only liable up to a certain amount. In light of this, we now have a stop-loss policy in place to protect the city from any future large claims. Currently there are only three companies that will quote cities for excess liability mainly due to police and fire departments risk. Associated Underwriters decided not to go out for a quote this year based on the following information—New York Marine offered a competitive quote last year, but they have a presumptive SIR of \$1,000,000—applicable to police and fire. Midwest Employers offered a higher premium and a presumptive SIR as well. See the attached documents regarding the presumptive SIR for police and fire for more information.

Staff Analysis, Considerations:

The current quote represents an increase from the previous year's policy of \$7,174.00 due to increase in payroll. With this stop loss policy in place the City would be responsible for the first \$750,000 for police and fire and \$500,000 for all other employees. After this threshold Safety would then come in and pay until the claim could be closed.

Recommendation:

Our recommendation is to contract with Safety National Casualty Corporation. We have been with Safety for the last several years and have only seen moderate increases.

Budget Consideration:

This has already been budgeted for in the 601 fund for fiscal year 2017-2018. If we were to have a catastrophic event that involved one or several employees, the most that the City would be out for the event would be \$750,000 for police and fire employees or \$500,000 for other employees. Without this coverage, we would bear the entire claim.



Associated Underwriters Inc.

June 7, 2017

City of Shawnee
Attention: Tammy Johnson
P. O. Box 1448
Shawnee, Oklahoma 74801

Dear Ms. Johnson,

Attached is your 2017 Excess Workers' Compensation quote for the City of Shawnee. I know that you have expressed concerns regarding your coverage not having been placed for bid this year. Hopefully, the following information will help clarify your current situation and our recommendations. AUI has been placing the Excess Workers' Compensation for City of Shawnee since 2000. This is a pretty solid history related to mutually appropriate coverage decisions.

Currently, the excess market for municipalities is very limited for annual premiums under \$500,000. In addition, AUI's practice has been to only do business with carriers holding a Best Rating of A or better. That means that there are only three carriers relevant to your situation. On July 1, 2016, AUI requested quotes for the Excess Workers' Compensation from those three carriers: New York Marine & General Insurance, Midwest Employers Casualty Company, and, your incumbent carrier, Safety National.

New York Marine offered a competitive quote last year. However, they always have a presumptive SIR of \$1,000,000, which would be applicable for all fire and police exposure (see attached description of presumptive SIR). In April of this year, we contacted the underwriter and were told that the presumptive SIR had not been removed from their policy form. In our opinion, this presumptive SIR adds significant, additional exposure to the City.

Midwest Employers Casualty Company, your carrier from 2002 to 2010, offered a higher premium and SIR in 2016. This pricing has not been competitive with Safety National. In addition, MECC has booked losses for City of Shawnee. The two very large excess claims filed on behalf of the City will remain a factor in their pricing.

Because of your recent history with Safety National, 2011 to 2017, and your clean slate as far as booked claims with them, they are offering a renewal at the same cost basis. This is, very much, a part of this type of business. Your future dealings with any particular carrier are largely based on your success and loyalty to that company. Based on all of these points, I believe that Safety National offered the best option for your needs. I assure you that this is a good-conscience recommendation from me!

Please know that I will be attending the City Council meeting and will be more than happy to discuss these issues with anybody who has questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barney Welch', is written over the word 'Sincerely,'.

Barney Welch

City of Shawnee
Excess Workers Compensation Quote
Policy Period 7/1/2017-7/1/2018

CARRIERS	Safety National Casualty Corporation	Safety National Casualty Corporation
	AM Best Rating A+	AM Best Rating A+
	Expiring 7/1/2016-17	Renewal Quote 7/1/2017-18
Estimated Annual Payroll	\$16,325,049	\$17,374,739
Length of Policy	1 year	1 year
Manual Premium	\$693,991	\$722,727
SPECIFIC		
Specific Limit	Statutory	Statutory
Specific Retention-Firefighters/Police	\$ 750,000	\$ 750,000
Specific Retention/All Others	\$ 500,000	\$ 500,000
Employer Liability		
Employers Liability Limit	\$ 1,000,000	\$ 1,000,000
Employers Liability Retention-Firefighters/Police	\$ 750,000	\$ 750,000
Employers Liability Retention-All others	\$ 500,000	\$ 500,000
AGGREGATE		
Aggregate Limit	N/A	N/A
PREMIUM		
Rate per \$100. of Payroll	0.6834	0.6834
Estimated Policy Premium	\$ 111,565.00	\$ 118,739.00
Estimated Policy Premium Minimum	\$ 105,987.00	\$ 112,802.00
Deposit Premium	\$ 111,565.00	\$ 118,739.00
**Aircraft is excluded		
**Payroll is subject to annual audit		

OKLAHOMA PRESUMPTIVE SIR DEFINATION

Coverage: Heart Disease, Cancer, Lung Disease, Infectious Disease

Code Part: Oklahoma Statutes, Oklahoma Firefighters Pension and Retirement System, Certificates of disability, presumptions, medical evidence and records §11-49-110 Title 85, Section 132a, Volunteer fire departments

Description: §11-49-110. Certificates of disability - Presumptions – Medical evidence and records. A. No firefighter shall be retired, as provided in Section 49-109 of this title, or receive any pension from the System, unless there shall be filed with the State Board certificates of the firefighter's disability. Any member of the fire department of any municipality who is disabled as a result of heart disease, injury to the respiratory system, infectious disease, or the existence of any cancer which heart disease, injury to the respiratory system, infectious disease, or cancer was not revealed by the physical examination passed by the member upon entry into the department, shall be presumed to have incurred the heart disease, injury to the respiratory system, infectious disease, or cancer while performing the firefighter's duties as a member of such department unless the contrary is shown by competent evidence. As used in this section, "infectious disease" means hepatitis, human immunodeficiency virus, meningitis and tuberculosis. Effective November 10, 1999, the provisions of this subsection relating to infectious disease shall apply. B. Medical treatment based on the presumptions prescribed by subsection A of this section shall be provided by the municipality as a job-related illness until a court of competent jurisdiction determines that the presumption does not apply. If it is subsequently determined that the illness is not job-related, the workers' compensation provider shall be reimbursed for expenditures made for health care services by the medical plan or benefit provided by the municipality for the employee. C. If any such member fails to submit evidence of a physical examination prior to entry into the fire department, there shall be no presumption the heart disease, injury to the respiratory system, infectious disease, or cancer was incurred while performing the firefighter's official duties and it shall be the duty of the State Board to determine if the heart disease, injury to the respiratory system, infectious disease, or cancer was incurred while performing the member's official duties. D. Whenever a participating municipality on behalf of a member or a member applies for a disability benefit, the application shall be accompanied by proof of injury unless otherwise provided and medical evidence supporting the existence of a disability, certified by the member's or municipality's physician, that the member is unable to perform the duties of a firefighter. Should the application be made by a municipality, the member may submit medical evidence or reports from the member's physician to the local board. If both the municipality's physician and the member's physician certify to the disability, the local board shall act upon the application. E. In regards to applications made by either an individual member or a municipality, should the physicians disagree, or if there is only one physician statement, the local board shall be required to have all the medical records concerning the applicant's disability reviewed by a physician selected by the local board and, if required by the reviewing physician, the local board shall have the member examined. The local board shall act upon all the physician's statements. Local board physician examinations and certifications shall be paid by the State Board and shall be limited to only those conditions upon which the member or the municipality on behalf of the member is requesting a disability. F. If the State Board deems appropriate, an independent physician may be selected by the State Board to review medical records and examine the member. The physicians selected by the State Board shall submit a report and recommendation to the State Board. The local board may request assistance from the State Board in selecting a physician.

Regular Board of Commissioners

1.i.

Meeting Date: 06/19/2017

IUPA Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Collective Bargaining Agreement with International Union of Police Associations (IUPA) Local No. 3.

Attachments

IUPA Memo

IUPA Agreement



Agenda: June 19, 2017
To: Honorable Mayor and Members of the City Commission
From: Justin Erickson, City Manager
RE: Collective Bargaining Agreement with the IUPA Local #3

The IUPA Collecting Bargaining Agreement runs July 1-June 30 in accordance with our fiscal year and runs one year unless otherwise bargained. The contract this year will be for one fiscal year starting July 1, 2017 and ending June 30, 2018.

In summary, the following changes have been provided for in the revised contract:

Article 7 Section 7.2 Leave alone but add section 7.3:

Section 7.3. The City and the IUPA agree to provide for Lexipol policy changes that conform to State and Federal law changes or standards set by the Department of Justice. These changes would be made without the 7.2 provision.

Article 20 Section 20.1. Insurance rates to reflect the Non-Union Rates

1% COLA (if approved by commission)

Article 12 Section 12.1. Remove sentence if in either instance it becomes necessary for an officer to use his/her private vehicle, and add language providing that: *should there not be suitable transportation, the City agrees to pay the current rate per mile as established by the Internal Revenue Service, provided prior approval is given by the Police Chief.*

Article 13 Section 13.1. Clean up the reference to state \$1,200 as it still says \$1,000

Section 19.3 (new Language). The officer and/or supervisor must report the injury to Human Resources as soon as possible so that necessary care can be arranged by Human Resources.

Article 22 Section 22.1.

Clean Up: Marksman

88-92

Sharpshooter

96-100

Article 30 Section 30.6 #2. Officers assigned a take-home unit shall live within an eleven-mile radius from City Limits boundaries.

Article 24 Section 24.3. To read: Upon satisfactory completion of FTO the officer will advance to Step 2. Each year thereafter, on their anniversary date, officers shall be eligible for a merit step increase unless they are in the top step. Anniversary date shall be defined as the date officers obtained their current classification. The merit step increase shall be based on receiving a standard or above rating in the Employee Performance Evaluation.

New Section: Article 24 Section 24.4 added:

When a vacancy exists for the position of Captain or Lieutenant and the Chief or their designee fills that position with an interim, the interim will be compensated by placing them in the first pay step of the rank they are assuming. The interim would remain in the first step until they are relieved of that rank or the rank is filled permanently. This compensation would only apply for an interim assuming the higher rank for 30 calendar days or more.

Additional classification for certified officers changed Step 2 to completion of FTO instead of six-months. See attached pay scale.

The bargaining team consisted of Cindy Arnold and Tamera Johnson.

I recommend approval of the 2017-2018 IUPA Collective Bargaining Agreement.

SHAWNEE POLICE ASSOCIATION

LOCAL #3
AFL-CIO



2017-2018
COLLECTIVE BARGAINING AGREEMENT
WITH THE
CITY OF SHAWNEE

Table of Contents

ARTICLE 1 PREAMBLE	2
ARTICLE 2 RECOGNITION.....	3
ARTICLE 3 AUTHORITY AND TERM	4
ARTICLE 4 MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	4
ARTICLE 5 MAINTENANCE OF STANDARDS.....	5
ARTICLE 6 POLICE OFFICERS' BILL OF RIGHTS	6
ARTICLE 7 DEPARTMENTAL RULES AND REGULATIONS.....	11
ARTICLE 8 SENIORITY.....	12
ARTICLE 9 I.U.P.A. RIGHTS AND RESPONSIBILITIES	13
ARTICLE 10 AUTHORITY OF OFFICERS	14
ARTICLE 11 OVERTIME AND HOURS OF WORK.....	15
ARTICLE 12 TRAVEL ALLOWANCE.....	17
ARTICLE 13 UNIFORMS, EQUIPMENT, AND REPLACEMENT POLICIES AND ALLOWANCES	18
ARTICLE 14 GRIEVANCE PROCEDURE	19
ARTICLE 15 HOLIDAYS	22
ARTICLE 16 VACATIONS.....	23
ARTICLE 17 SICK AND EMERGENCY LEAVE	24
ARTICLE 18 MILITARY LEAVE	26
ARTICLE 19 INJURY AND WORKERS' COMPENSATION.....	27
ARTICLE 20 HEALTH AND LIFE INSURANCE	29
ARTICLE 21 EDUCATIONAL INCENTIVE AND TUITION ASSISTANCE	30
ARTICLE 22 INCENTIVE PAY	31
ARTICLE 23 LONGEVITY	32
ARTICLE 24 WAGES.....	33
ARTICLE 25 PROHIBITION OF STRIKES	34
ARTICLE 26 SAVINGS CLAUSE	35
ARTICLE 27 ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES.....	36
ARTICLE 28 POSITION OF CORPORAL	41
ARTICLE 29 PROMOTION POLICY	42
ARTICLE 30 INDIVIDUALLY ASSIGNED VEHICLE PROGRAM	46
ARTICLE 31 SENIORITY SHIFT SELECTION	49
APPENDIX A HOURLY BASE RATE	50

ARTICLE 1

PREAMBLE

Section 1.1 This Agreement is entered into by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the City, and the Shawnee Police Association, Local Number 3, AFL/CIO of the International Union of Police Associations, hereinafter referred to as the I.U.P.A. It is the purpose of this Agreement to achieve and maintain a harmonious relationship between the City and the I.U.P.A., to provide for equitable and peaceful adjustment of grievances which may arise, and to establish wages, hours, and other conditions of employment which are deemed to be in the best interest of the public welfare and safety.

ARTICLE 2

RECOGNITION

Section 2.1 The City recognizes the I.U.P.A. as the sole and exclusive bargaining agent for the permanent, full-time commissioned officers employed by the Shawnee Police Department, except the Police Chief and one designated administrative assistant, for the purpose of negotiating wages, hours and other conditions of employment.

Section 2.2 The I.U.P.A. recognizes the City Manager or his designated representative or representatives as the sole representative of the City of Shawnee for the purpose of collective bargaining. The I.U.P.A. agrees to bargain in good faith with the City Manager or his designees in all matters relating to wages, hours, and other conditions of employment. The City agrees to bargain in good faith with the I.U.P.A. in all matters relating to wages, hours, and other conditions of employment.

Section 2.3 Officers shall be on employment probation for a period of twelve (12) months from the date of completion of the FTO Program. Officers on employment probation shall be considered "employees at will" during the probation period, and will not be covered under Article 6 or Article 14 of this agreement during the probationary period. For the purposes of wages and benefits, probationary officers will be covered under the provisions of this Collective Bargaining Agreement.

Section 2.4 Officers on probation as a result of promotion, which shall be a period of six (6) months from the day of promotion, shall be covered by this Agreement, including grievance rights, provided, however, they shall have no grievance rights in the event they are demoted to the classification from which they were promoted, unless such demotion is for disciplinary reasons.

Section 2.5 Officers on disciplinary probation shall be covered by this Agreement, including grievance rights.

ARTICLE 3

AUTHORITY AND TERM

Section 3.1 The City and the I.U.P.A. have, by these agreements, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the I.U.P.A.

Section 3.2 This Agreement shall be effective as of the 1st day of July, 2017, and shall remain in full force and effect until the 30th day of June, 2018, in accordance with the provisions of the Fire and Police Arbitration Act.

Section 3.3 Whenever wages, rates of pay, or any other matters requiring appropriation of moneys by the City are to be included as matters of collective bargaining, it is the obligation of the I.U.P.A. to serve written notice for request of collective bargaining on the corporate authorities at least one hundred twenty (120) days before June 23rd, which is the last day on which moneys can be appropriated by the City to cover the contract period which is the subject of the collective bargaining procedure.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The City expressly reserves the right to plan, direct, and control all operations not covered by this Agreement relating to the Police Department; and to hire, promote, assign, suspend, or discharge for cause shown, any officer, subject to the Constitution and the Statutes of the State of Oklahoma, the United States Constitution, and the grievance procedures as set forth in this Agreement.

Section 4.2 The City shall have the right to determine the source or sources from which new applicants for work in the Police Department shall be secured and shall be the sole judge of the requirements and qualifications of the officers hired during the term of this Agreement.

Section 4.3 Except as specifically abridged, delegated, granted, or modified by this Agreement, or any supplementary agreements that may hereinafter be made, all rights, power, and authority the City had before the signing of this Agreement are retained by the City, and remain exclusively and without limitations within the rights of the City.

ARTICLE 5

MAINTENANCE OF STANDARDS

Section 5.1 All rights, privileges, and benefits of the employees covered by this Agreement or existing prior to this Agreement shall be retained in full force and effect, with the exception of those rights, privileges, or benefits abridged or modified by this Agreement.

ARTICLE 6

POLICE OFFICERS' BILL OF RIGHTS

Section 6.1. Whenever a police officer is under formal investigation the officer shall be advised of his/her right to counsel prior to any interrogation and, absent an intelligent waiver of such rights, the officer shall be entitled to representation by legal counsel during interrogation, and all other proceedings in connection with the investigation, if it is a criminal investigation. The accused officer shall be responsible for his/her own legal fees.

Section 6.2 No officer shall be required to submit to a polygraph examination without his/her express written consent. No disciplinary action or recrimination whatsoever shall be taken against an officer for refusing to submit to a polygraph examination.

Section 6.3 Where an officer is or may be subjected to disciplinary action which may be placed in his/her personnel file, the officer shall have the right to have the I.U.P.A. President, or his/her designee, present during any such disciplinary action.

Section 6.4 Officers shall have the opportunity to review any documentation intended to be placed in their personnel file. Officers shall have the right to review their personnel file at the personnel office during regular business hours.

Section 6.5 All allegations of wrongdoing on the part of an officer shall be submitted, in writing, to the Chief of Police for consideration, along with any supporting evidence.

Section 6.6 An officer shall have the right to a review board on any charge that may result in suspension without pay, demotion or termination. An officer may also waive his/her right to a review board.

Section 6.7 Review boards shall function under the authority of the Chief of Police.

Section 6.8 Review board authority shall be limited to review of the allegations presented to the review board, and the examination of witnesses and evidence directly related to the allegation(s). Review board findings shall be strictly limited to the validity of the allegations. The review board shall be strictly advisory in nature.

Section 6.9 The review board's findings as to the validity of the allegations before the board shall be submitted to the Chief of Police in writing at the conclusion of the board's business. The review board shall report their findings without delay.

Section 6.10 Upon authorization by the Chief of Police, the accused officer shall be notified of the allegations that shall be presented to the review board.

Section 6.11 The accused officer shall receive advance notice a minimum of three business days prior to convening the review board. The accused officer shall be provided in writing of the date, time, and location of the review board.

Section 6.12 The accused officer shall be granted an extension of up to three business days upon written request presented to the Chief of Police, or his/her designee.

Section 6.13 The accused officer shall receive a copy of the allegations, list of potential witnesses, written statements, and other pertinent information concerning the allegations at the time he/she is notified of the pending review board.

Section 6.14 The Chief of Police shall designate his/her representative(s) to present the allegation(s) to the review board.

Section 6.15 The accused officer shall designate his/her representative(s) to challenge the allegation(s) before the review board. The officer shall have the option of I.U.P.A. representation, and or any other representation the officer chooses. The accused officer shall be responsible for all representation costs for any representation not provided by the I.U.P.A.. If the accused officer is not a member of the I.U.P.A., the accused officer shall be responsible for the cost of any representation provided by the I.U.P.A.

Section 6.16 The review board shall be composed of 5 officers. The Chief of Police shall provide the accused officer with a list of 5 names. The accused officer may strike one name and add 1 name of his/her choice. The accused officer shall receive the list of officers, in writing, at the time he/she is notified of the review board. The accused officer shall take his/her desired action regarding the list, and return the list with the noted action to the Chief of Police, or his/her designee, within 24 hours of receiving the list.

Section 6.17 No officer that is currently under investigation, that is the subject of a pending review board, that is on suspension, administrative leave, disciplinary probation, or workers' compensation shall be eligible to serve on a review board.

Section 6.18 The Chief of Police, or his representative(s), may remove any member of a review board, for cause. The Chief of Police, or his representative(s), shall replace the board member with an officer of his/her choice. However, if the removed board member was selected by the accused officer, the accused officer shall be allowed to select the replacement board member.

Section 6.19 The Chief of Police shall designate the chairperson for the review board.

Section 6.20 The accused officer shall be present, along with his/her designated representative(s), during all phases of the review board process, except for executive sessions of the board, and deliberations of the board.

Section 6.21 The review board process shall be conducted under Robert's Rules of Order.

Section 6.22 The representative(s) of the Chief of Police shall present the allegations to the review board, along with any witness testimony, or other evidence.

Section 6.23 All testimony presented to the review board shall be taken under oath and audio recorded. Either party may elect to have the proceeding recorded by a court reporter. The scheduling and expense of the court reporter will be the sole responsibility of the requesting party.

Section 6.24 The accused officer, or his/her representative, shall have the right to call witnesses on behalf of the accused officer, to question witnesses, and to cross examine witnesses, provided that there is no disruption of the proceedings, and the questioning is performed in a relevant and reasonable manner, as determined by the review board.

Section 6.25 The representative(s) of the Chief of Police shall have the right to cross-examine any witness presented by the accused officer.

Section 6.26 The Chief of Police shall order any officer, or member of the Police Department, to appear before the review board on behalf of the Police Department.

Section 6.27 The accused officer shall submit a list of officers, or other department personnel, that the accused officer wishes to call to testify in his/her behalf, to the Chief of Police, or his/her designee. The list of potential witnesses requested by the accused officer must be submitted to the Chief of Police, or his/her designee, a minimum of 24 hours prior to convening the review board.

The Police Department shall not be responsible for compensation of witnesses called by the accused officer.

Testimony on behalf of the accused officer shall be strictly voluntary.

It shall be the responsibility of the calling party to have their witnesses available to the review board when needed.

Section 6.28 The review board shall have the authority to inquire of any witness testifying before the board.

Section 6.29 The review board shall have the authority to inquire of the accused officer, or the representative(s) of the Chief of Police, concerning the issue(s) before the review board.

Section 6.30 At the conclusion of the presentation, by both parties, the review board, by majority vote, shall recess to conclude the findings of the review board.

Section 6.31 All actions of the review board shall be determined by majority vote.

Section 6.32 Three review board members must be present to establish a quorum, and convene the board.

Section 6.33 After the review board has made their findings concerning the validity of the allegation(s) before the review board, the review board shall reduce their findings to writing, and shall submit their findings to the Chief of Police, or his/her designee. The review board shall reconvene to announce that a finding has been reached, and shall hand those findings to the Chief of Police, or his/her designee. The review board shall be adjourned at that time.

Section 6.34 The final decision concerning all disciplinary issues shall rest exclusively with the Chief of Police.

Section 6.35 The Chief of Police shall submit the findings of the review board to the accused officer, including any disciplinary action to be imposed, within five business days (excluding weekends and holidays) of the review board's adjournment.

Section 6.36 No officer shall be subject to a review board more than one time, or punished more than one time, for the same alleged action.

Section 6.37 All officers, regardless of rank, age, sex, or assignment, shall be subject to disciplinary action in accordance with the provisions of this agreement; and according to the nature and seriousness of the offense, for failure, either willfully or through negligence or incompetence, to perform the duties of their rank or assignment; or for violation of any departmental policy or procedure, violation of any general order or rule, violation of any municipal ordinance, or any state or federal law, or for failure to obey any lawful instruction, order, or command of a superior officer, or upon conviction in a court having criminal jurisdiction for any criminal offense, and for any other form of officer misconduct.

Disciplinary action in all cases shall be decided on the merits of the individual case.

Types of disciplinary action - At the discretion of the Chief of Police, and in accordance with the provisions, rules and regulations described herein, officers are subject to the following types of disciplinary actions:

- Oral Reprimand
- Written Reprimand
- Suspension from duty without pay
- Demotion in Rank
- Reassignment of Duties (Specified as a disciplinary action)
- Dismissal

Officers may be placed on administrative leave with pay, at the discretion of the Chief of Police, while an officer is under investigation, while pending a review board action, or for any other reason deemed appropriate by the Chief of Police.

Administrative leave with pay shall not be considered a disciplinary action.

Officers on administrative leave, or suspension shall not be authorized to invoke police powers or perform any law enforcement duties.

Officers on administrative leave or suspension may be required to turn in all police department property upon the direction of the Chief of Police.

Section 6.38 Any officer subjected to a review board, or disciplinary action, shall maintain his/her grievance rights provided under Article 14 of the Collective Bargaining Agreement.

Section 6.39 The I.U.P.A. shall maintain the grievance rights provided for under Article 14 of the Collective Bargaining Agreement, as it pertains to any and all aspects of the disciplinary process, and or, disciplinary actions, and all other provisions of the Collective Bargaining Agreement.

ARTICLE 7

DEPARTMENTAL RULES AND REGULATIONS

Section 7.1 All departmental rules and regulations of the Policies and Procedures Manual of the Shawnee Police Department are incorporated into and made a part of this Agreement with the following exceptions:

- a. Those departmental rules and regulations abridged or modified by this Agreement;
- b. Those departmental rules and regulations held to be invalid or unconstitutional by a court of competent jurisdiction;
- c. Those departmental rules and regulations which are inconsistent or in conflict with any provision of this Agreement, in which case this Agreement shall prevail.

Section 7.2 When it becomes necessary to upgrade or modify the Policies and Procedures Manual of the Shawnee Police Department, the four (4) elected officers of the I.U.P.A. shall meet with administrative police department personnel to review and make recommendations concerning the new changes within fourteen (14) days.

Section 7.3 The City and the IUPA agree to provide for Lexipol policy changes that conform to the State and Federal law changes or standards set by the Department of Justice. These changes would be made without the 7.2 provision.

ARTICLE 8

SENIORITY

Section 8.1 Seniority shall be determined as between two or more officers of the same rank by the years of unbroken service within that rank. As between two or more officers with the same length of unbroken service within the same rank, their seniority shall be determined by their unbroken service as a commissioned officer in the Shawnee Police Department. As between two or more officers with the same length of unbroken service within the same rank, and who are initially employed as commissioned officers on the same date, their seniority shall be determined by the date of their employment application.

Section 8.2 Seniority will be an important factor to be considered by the City and administrative police department personnel in determining the priority of each officer to the following:

- a. Time when annual vacation or any other excused paid leave is taken; and
- b. Hours of work, transfers, and regular days off.

With reference to requests for time off, supervisors will approve or deny leave when submitted. Leave will be considered on a first come, first serve basis. However, should two officers simultaneously request the same days off for vacation or other excused paid leave, the employee with the most seniority will prevail.

Section 8.3 With regard to layoff and recall of officers of the Shawnee Police Department, said actions shall be determined solely on the years of unbroken service as a commissioned police officer within the Shawnee Police Department.

Section 8.4 Seniority shall not be lost by absences due to vacation, illness, injury, authorized leave of absences, or military duty. Seniority shall not accrue during involuntary leave of absences or leave without pay.

Section 8.5 In the event an officer is reclassified to a lower rank, the seniority status held just prior to, and any time accumulated, shall be credited to said lower rank.

Section 8.6 All seniority rights shall be forfeited by:

- a. Resignation;
- b. Discharge unless reinstated after appeal;
- c. Failure to respond to the City within three (3) working days and failure to report within ten (10) working days' notice of recall from layoff, unless time is extended by the City; and
- d. Service or medical retirement.

Section 8.7. The I.U.P.A. and individual officers of the Shawnee Police Department shall have access to a current seniority list.

ARTICLE 9

I.U.P.A. RIGHTS AND RESPONSIBILITIES

Section 9.1 This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, or annexation, transfer or assignment of party hereto, or affected, modified, altered, exchanged in any respect whatsoever by change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

Section 9.2 After written notice to the Police Chief, I.U.P.A. representatives may be granted time off without loss of pay to conduct union business (including without limitation the processing of grievances, attendance at arbitrations, or appearing with members at hearings or interviews). I.U.P.A. representatives may be granted time off without loss of pay to attend union seminars, workshops or conventions, up to an accumulative maximum of eighty (80) hours per contract year. No more than two (2) members per shift may be absent on I.U.P.A. business. A log will be maintained in the office of the Police Chief to record the use of I.U.P.A. business time, and time used shall be initialed by the Police Chief and the I.U.P.A. President or their designees. Time off shall be granted so long as it does not impede the operation of the Police Department as determined by the Police Chief.

Section 9.3 After written notice to the Police Chief, on duty officers will be allowed to attend I.U.P.A. meetings. Attendance of the meeting shall be limited to one (1) hour per month. Attendance of the meetings shall not impede the operation of the department and officers must respond immediately to emergencies.

Section 9.4 After written notice to the Police Chief, union representatives may be granted time off without loss of pay to attend negotiations with the City from fifteen (15) minutes before the meeting, throughout the meeting, and fifteen (15) minutes after. The parties will schedule meetings so as not to impede the operation of the Police Department.

Section 9.5 The City agrees not to discriminate against any officer for his/her activity on behalf of, or membership in the I.U.P.A., or its affiliate organizations.

Section 9.6 The City agrees that I.U.P.A. membership dues shall be deducted from each member's biweekly pay check, and forwarded to the treasurer of the I.U.P.A.. The I.U.P.A. agrees to pay a collection fee of twenty five (25) cents per member, per month.

Section 9.7 The City agrees to provide space located in the police department squad room for an I.U.P.A. bulletin board to be used for posting I.U.P.A. informational notices and business. I.U.P.A. bulletins, notices, and notes may be placed on this I.U.P.A. bulletin board and in officers' mail slots only.

ARTICLE 10

AUTHORITY OF OFFICERS

Section 10.1 The City recognizes that police officers are police officers twenty-four (24) hours a day, seven (7) days a week, with full arrest powers, consistent with the Statutes of the State of Oklahoma, and the Ordinances of the City of Shawnee. As such, officers shall be held to the same standards of conduct off duty as on duty when invoking police powers.

Section 10.2 Cross Commissions:

- a. The City of Shawnee may enter into standard cross-commission relationships with other law enforcement entities with jurisdiction in Pottawatomie County, with the exception of Tribal Law Enforcement entities.
- b. That agreement will reflect that except in case of emergency, other agencies must get approval from supervisors on duty before calling in Shawnee Police Department Employees.
- c. That agreement will reflect that Shawnee Police Department Policies and Procedures control in case there is a conflict with the Policies and Procedures of any other agencies.
- d. The City and IUPA agree that:
 - (i). Holding commissions of another agency is not a requirement to be an SPD officer, and the loss of other commissions does not affect the City of Shawnee commission, although it may result in a reassignment away from a joint task force. Should the City determine that the revocation of commission by the other agency is as a result of conduct which violates the City's policies and procedures (after following provisions of its investigation and discipline policies), the City may impose discipline in accordance with its policies. Loss of an outside agency commission may result in a reassignment away from any joint task force.
 - (ii). The City of Shawnee will provide workers' compensation and liability coverage to officers when they are exercising duties under the cross-commission.

ARTICLE 11

OVERTIME AND HOURS OF WORK

Section 11.1 All officers of the Shawnee Police Department shall be eligible for overtime. Overtime shall be computed on one-quarter (1/4) hour increments for all time in excess of forty (40) hours worked, and/or authorized leave with pay per calendar week at one and one-half (1 1/2) times the regular hourly rate of pay.

Section 11.2 An officer required to return to work after the completion of his/her regular shift, or required to work on his/her regular day off, will be assured of two (2) hours at straight time pay. The provisions of this section shall not apply to officers assigned to standby for call out.

Section 11.3 Officers assigned to standby for call out shall receive compensation in accordance with Section 1 herein above for time worked when called out while on stand by for call out. Officers assigned to standby for call out shall be compensated an additional two (2) hours per day at straight time pay for being on standby.

Section 11.4 Officers, with consent of the Police Chief, may elect the option to accumulate two hundred forty (240) hours compensatory time in lieu of any other provision herein. Compensatory time will accumulate at one and one-half (1 1/2) hours for every hour of overtime worked. The election of compensatory time or pay shall be made within the pay period that the overtime was worked.

Section 11.5 The normal workday for patrol shall consist of ten (10) continuous hours. Management reserves the right to temporarily adjust the hours of work in emergency situations if staffing levels fall below 10 officers for an extended period of time where citizen and officer safety becomes jeopardized. At that point, the chief would discuss with the e-board the reasoning behind the change before implementing. This would be done on a per-shift basis. Lunch and rest breaks shall be considered part of the normal work day. The normal pay period shall consist of fourteen (14) calendar days, with a total of eighty (80) work hours.

Section 11.6 For those working 10 hour shift schedule will be allowed to take a one hour lunch break and will be allowed two twenty (20) minute rest breaks, one for each half of the shift.

For those working 8 hour shift schedule shall be allowed to take two fifteen (15) minute rest breaks, one for each half of a shift and shall be allowed to take a forty-five (45) minute lunch break.

Every effort will be made by the City to see that the officers receive their breaks; however, should the shift supervisor determine that unusual and emergency circumstances exist so that allowing for a break would disrupt essential or emergency services, breaks will not be allowed.

Section 11.7 Rest periods shall not be taken continuous to the lunch period; neither rest nor lunch periods will be taken immediately after the beginning of the shift or immediately prior to the end of the shift.

Section 11.8 Whenever it will not be disruptive to the operations of the department, officers assigned to K-9 duties will be allowed thirty minutes at the end of the shift devoted to the care and maintenance of his/her assigned dog. The officer will be allowed to perform the care and maintenance either at the station or the officer's home depending on the needs of the animal. The officer shall inform the shift Lieutenant of where the care will occur. In the event the officer is not allowed the thirty minutes of on duty time on the officer's assigned shift for the care and maintenance of his/her dog, the officer will be allowed an additional 30 minutes of compensated time for the care and maintenance of his/her dog for that day. Officers assigned to K-9 duties shall be allowed thirty (30) minutes of compensated time for the care and handling of his/her K-9 for each day the officer is off duty. Any additional time needed for the care, maintenance and training of the assigned K-9 must be approved in advance by the shift Lieutenant, except in the case of emergency.

ARTICLE 12

TRAVEL ALLOWANCE

Section 12.1 If an officer is subpoenaed out of the City of Shawnee for court proceedings which may arise from his/her employment as an officer of the Shawnee Police Department, or if he/she is required by the City to attend training school, the City shall supply the officer with a departmental vehicle or other suitable transportation. Should there not be suitable transportation, the City agrees to pay the current rate per mile as established by the Internal Revenue Service, provided prior approval is given by the Police Chief. Provided further, the City agrees only to the provisions as described in this Article for reasonable to and from travel time.

ARTICLE 13

UNIFORMS, EQUIPMENT, AND

REPLACEMENT POLICIES AND ALLOWANCES

Section 13.1 Each officer of the Shawnee Police Department shall be allocated twelve hundred (\$1,200) dollars per year for the purchase, cleaning, and repair of uniforms and accessories.

Section 13.2 Allocations will be made directly to each individual officer on or as near as practical to August 1st during this Agreement. All new officers hired after the clothing and cleaning allowance has been allocated will also receive the twelve hundred (\$1,200) dollars; provided, however, no officer shall receive more than twelve hundred (\$1,200) dollars during the fiscal year.

Section 13.3 Personal property reasonably needed by officers while on duty which is damaged or destroyed while they are performing their duty shall be repaired or replaced at a dollar value acceptable to and approved by the City. The City will only provide reimbursement for the cost of replacing a personal item if it is replaced with an item of substantially similar value and quality as the damaged item (i.e. the City will not pay for an "upgrade" of an item). The City will only reimburse employees for the actual cost to the employee of replacing the items (e.g. where employees have vision insurance, the City will only reimburse the employee for the cost "to the employee" of replacing the eyeglasses, not the total cost of the eyeglasses). There shall be a maximum amount the City will pay for certain items. Generally speaking, the City will pay no more than one hundred fifty (\$150.00) dollars. For watches, the cap shall be fifty (\$50.00) dollars. Prescription eyeglasses (including prescription sunglasses) shall not be subject the cap. The City will replace cell phones damaged while used in the line of duty at full replacement cost and such will be exempt from any cap.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 14.1 The I.U.P.A. or any officer of the Shawnee Police Department covered under this Agreement may file a grievance within twenty (20) calendar days of alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 14.2 The I.U.P.A. President, or his authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence.

Section 14.3 Any controversy between the City and the I.U.P.A. or any officer concerning the interpretation, enforcement, or application of any provision of this Agreement, shall be adjusted in the following manner:

- a. The grievance shall be submitted in writing by the officer, and the IUPA, to the Police Chief, or his designee, within twenty (20) days of the alleged occurrence. The answer shall be submitted in writing by the Police Chief or his designee within twenty (20) calendar days to the officer(s) involved, and to the I.U.P.A. President.
- b. If the grievance is not settled by the provision of Section 3a of this Article, it shall be submitted in writing to the I.U.P.A. Grievance Committee. Within twenty (20) calendar days of the Chiefs written response, the I.U.P.A. Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms of and the conditions of this Agreement.
 - (i) If the I.U.P.A. Grievance Committee finds a grievance does exist, the Grievance Committee shall submit, in writing, the grievance to the City Manager for adjustment; or
 - (ii) If the I.U.P.A. Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.
- c. The City Manager shall submit his answer in writing to the I.U.P.A. Grievance Committee and to the officer involved within twenty (20) calendar days. If the City Manager and the I.U.P.A. Grievance Committee have not settled the grievance within twenty (20) calendar days, either the City or the I.U.P.A. may submit the grievance to arbitration for adjustment as follows:

- d. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. As an alternative, the parties may agree to use any arbitrator who has been approved to serve as a mediator or arbitrator under the State Merit System or who has been approved to serve as a mediator or arbitrator by the United States District Court for the Western District of Oklahoma.
- e. Unless one of the alternative options set forth above has been utilized by the parties, within fifteen (15) calendar days from receipt of such panel, a representative of the I.U.P.A. and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
- f. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his/her selection.
- g. After the conclusion of the hearing, the arbitrator shall issue written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the I.U.P.A. and the City.
- h. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- i. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievance.
- j. The cost of the impartial arbitrator shall be shared equally between the I.U.P.A. and the City. If a transcript of the proceedings is requested, the party so requesting shall pay for it.

Section 14.4 All time limits set forth in this Article may be extended by mutual consent, but, if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he/she shall have no further right to continue the grievance. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 15, then the act shall be performed on the next regularly scheduled business day.

Section 14.5 It is specifically and expressly understood that filing a grievance under this Article, which has its last step, arbitration that is final and binding, constitutes an election of remedies and a waiver of any and all rights of the parties, the I.U.P.A. and City or representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure in any court or other appeal forum. The only exception to this rule is that either party may seek to vacate any decision of an arbitrator contemplated herein under the following conditions.

- a. Where procured by corruption, fraud, or other undue means;
- b. Where the arbitrator was guilty of partiality, corruption, or misconduct;
- c. Where the arbitrator exceeded his powers or so imperfectly executed them that a final, definite and mutual award upon the subject matter submitted was not made;
- d. Where the award is in violation of state and/or federal law.

ARTICLE 15

HOLIDAYS

Section 15.1 All officers shall be entitled to eleven (11) holidays per calendar year. The authorized holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Friday After Thanksgiving Day
Christmas Eve Day	December 24th
Christmas Day	December 25th

Section 15.2 The City agrees that, if a holiday provided in the above schedule falls on an officer's regularly scheduled day off, the officer shall be paid his/her regular rate of pay for the holiday, or the officer may elect to take equivalent time off during the following twelve (12) months, provided the normal operations of the Shawnee Police Department are not impeded. At no time shall an officer have an excess of eleven (11) accrued holidays.

Section 15.3 The City agrees that, if an officer is required to work on a holiday provided in the above schedule, the officer shall be compensated at his/her regular rate of pay for the holiday plus one and one-half (1 1/2) times the regular rate of pay for the hours actually worked on the holiday.

Section 15.4 An officer on an authorized leave with pay on the day the holiday falls or if the holiday falls on his/her regular day off, the officer shall be paid for the holiday and his/her paid leave for that day shall be extended to be taken off at another time. Holidays shall not be construed to build up time over forty (40) hours in a calendar week.

Section 15.5 No officer shall be compelled to split his/her days off without his/her expressed consent.

Section 15.6 Patrol supervisors shall not be compelled to take a holiday if it is their regularly scheduled working day and they choose to work rather than take off.

Section 15.7 Upon separation from City service, an officer shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

Section 15.8 Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

ARTICLE 16

VACATIONS

Section 16.1 All officers shall receive vacation time in accordance with the number of years continuous service with the City, as follows:

<u>Years</u> <u>Service</u>	<u>Biweekly</u> <u>Accrual</u>	<u>Yearly</u> <u>Accrual</u>	<u>Maximum</u> <u>Accrual</u>
1 - 5	3.08 hours	80 hours	160 hours
5 - 10	4.62 hours	120 hours	240 hours
10 - 15	6.15 hours	160 hours	320 hours
15 and above	7.70 hours	200 hours	400 hours

Section 16.2 Officers may use vacation in any manner they choose, so long as the normal operations of the Police Department are not impeded.

Section 16.3 Upon separation from City service, an officer shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

Section 16.4 Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

ARTICLE 17

SICK AND EMERGENCY LEAVE

Section 17.1 Sick leave may be taken when an officer is unable to perform his/her duties because of a personal injury or illness. The supervisor on duty shall be notified one (1) hour prior to taking sick leave.

Section 17.2 An officer shall accrue sick leave at the rate of 4.62 hours per biweekly pay period. The maximum accrual shall be nine hundred sixty (960) hours.

Section 17.3 In the event of death, serious injury or illness in the immediate family, an officer may be granted emergency leave. Emergency leave shall be leave with pay charged to sick leave and shall not exceed three (3) consecutive work days. However, in an extreme situation, emergency leave may be extended by the City Manager. Immediate family shall be defined as follows: Spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, former guardian, grandparent, or grandchild.

Section 17.4 Officers shall receive one (1) additional vacation day on December 31st, provided no sick leave was used during the previous twelve (12) months of uninterrupted employment. The additional vacation day will not be lost if the vacation accrual at December 31st is at the maximum allowed.

Section 17.5 To encourage the prudent and proper use of the sick leave benefit described in Article 17, the following cash inducement is agreed to: Upon retirement, Officers shall, receive the cash equivalent of one third (1/3) of their total sick leave hours available as of their retirement date, at the hourly dollar rate which the Officer is currently receiving, up to a maximum of three hundred twenty (320) hours.

Section 17.6 The Police Chief, or his designee, when requested by a pregnant member or her doctor, and upon certification of such pregnancy by the attending physician, shall provide limited duty to her if she is assigned to field duties or to other duties that might be hazardous to her and/or her unborn child. She shall continue on such limited duty unless she requests the use of Vacation Leave, Sick Leave, Compensatory Time, or leave available under the Family and Medical Leave Act of 1993.

Section 17.7 Fathers may be granted paternity leave in the form of Sick Leave, Vacation Leave, Compensatory Time or leave available under the Family and Medical Leave Act of 1993.

Section 17.8 An officer may elect to take unused vacation, compensatory time, holiday leave and 1/3 sick leave and convert the unused leave into Terminal Leave upon the approval of the Chief of Police. The officer must sign an irrevocable letter of retirement with the date of separation to be the end of terminal leave. The officer will not be subject to recall, will not have police powers, will

not be eligible for a vehicle, will not accrue leave or be paid for holidays, will surrender his badge, commission, department issued handgun and all other department equipment on the date terminal leave begins and will not be eligible for worker's compensation during terminal leave. The officer may start another career while on terminal leave status so long as that new career does not reflect poorly on the Department or the City of Shawnee, as determined by the Chief of Police. At the end of terminal leave, the officer shall receive the items listed in Policy 203.

ARTICLE 18

MILITARY LEAVE

Section 18.1 Military leave shall be granted to eligible officers as provided by State Statutes.

- a. For information only, State Statutes currently provide for thirty (30) days paid leave per federal fiscal year.
- b. Officers shall notify their Supervisor of their military schedule as soon as possible after the schedule becomes available.

ARTICLE 19

INJURY AND WORKERS' COMPENSATION

Section 19.1 All officers shall be covered by the provisions of the Workers' Compensation Act during the performance of their duties. An officer injured while performing his/her assigned duties shall be entitled to the provisions of the Workers' Compensation Act. No officer on occupational injury leave shall receive a combination of workers' compensation and salary in excess of or less than his/her regular pay.

Section 19.2 When an officer has been injured during the performance of his/her duties, he/she must report the injury as soon as possible, regardless of the extent, to the immediate supervisor. If the officer is unable to do so, the supervisor must make the report.

Section 19.3 The officer and/or supervisor must report the injury to Human Resources as soon as possible so that necessary care can be arranged by Human Resources.

Section 19.4 An officer on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

Section 19.5 Any officer injured while performing his/her assigned duties and absent from work for more than one (1) shift shall not be charged with his/her accrued sick leave. The officer shall be limited to six (6) months, as in accordance to the pension law (11 O.S. Supp. 1993 § 50-116.1). Sick leave will be accrued while off duty because of an on-the-job injury.

Section 19.6 Limited ("Light") Duty may be made available to employees who are temporarily disabled due to an on-the-job injury or job-related illness.

When an employee is released to return to limited duty, he will be temporarily assigned to duties consistent with his limitations or restrictions. The Chief of Police shall determine whether a limited duty position is available and length of time that position will be provided. If the Chief determines a position is available within the Police Department, Municipal Court, or Emergency Operations and it is within the restrictions set by the employee's physician, the officer shall be required to accept the position. If a position is available outside the Police Department, Municipal Court, or Emergency Operations, the employee shall not be required to accept it.

Examples of limited duty include, but are not restricted to:

- Taking reports
- Checking pawnshops
- Assisting in records entry, filing, etc.
- Background checks for licenses issued by City
- Investigation that can be done by telephone or computer
- Answering telephone

Assisting in dispatch
Assisting as bailiff in municipal court
Computer/Phone/Records searches for warrant service
Telephone contacts for warrant service
Planning, mapping, telephone assistance in EOC
Inventory
Evidence collection and organization
Accreditation

Procedure:

1. The employee will have his attending physician complete a work status form listing all work restrictions or special assignments.
2. The employee will submit the report to the Chief of Police.
3. The employee will provide a follow up physician's re-evaluation and report every thirty days (30) or more frequently if requested. If the physician's restrictions are changed, the City may adjust or end the light duty status. The Light Duty status will be extended in thirty day increments, depending on the physician's findings, but shall not exceed ninety days.
4. The Chief of Police, in consultation with the Human Resources Director, will determine whether there is a position where the employee can provide assistance within reasonable accommodations, and will re-evaluate at least every thirty days.
5. Copies of all evaluations and assignments will be placed in the employee's confidential medical file .
6. Should the employee's disability or restrictions become permanent or an extension of limited duty not be granted, this limited duty provision shall come to an end and the employee shall be evaluated in accordance with other leave, retirement, or assignment policies of the City of Shawnee and applicable law.

There are no permanent light duty assignments within the Police Department. Limited duty is not an inherent right of employment but a principle of sound personnel management to temporarily utilize employees who are recovering from on-duty injuries or job-related illness and cannot yet return to their regular full duty status.

If an employee's restriction includes number of hours he can work, he may be granted limited duty for those hours with the remainder of his regular pay as injury (workers' compensation) leave.

Section 19.7 Officers shall comply with work restrictions imposed by the officer's treating physician. Officers shall not engage in any secondary employment or other activities that would be in violation of restrictions imposed by the officer's treating physician. Officers that are restricted from returning to police duties will be prohibited from secondary security work until the officer is returned to full duty.

ARTICLE 20

HEALTH AND LIFE INSURANCE

Section 20.1 The City agrees to make group health insurance coverage available to all officers and their dependents.

The City agrees to contribute the following amounts (per month) toward insurance coverage for fiscal year 2017-2018:

Employee:	\$401.52
Employee/Spouse	\$756.72
Employee/Child(ren)	\$705.56
Family:	\$981.26

Section 20.2 The City agrees to provide all officers with life insurance at no cost, in at least the following amounts:

Death Benefit	\$20,000
Accidental Death	\$20,000
Dismemberment, up to	\$20,000

ARTICLE 21

EDUCATIONAL INCENTIVE AND TUITION ASSISTANCE

Section 21.1 Educational Incentive - The City agrees to compensate officers educational incentive for successful completion (letter grade of "C" or better for each college hour) of college credit hours, applicable to a degree in the field of police protection. The City agrees to compensate officer's educational incentive for successful completion of a degree in the field of police protection regardless of the letter grade. Upon receipt of an officially sealed college transcript, the City shall pay officers incentive as per the following schedule:

<u>College Credit Hours</u>	<u>Hourly Rate</u>
32	0.12
66 (or Associate Degree)	0.23
90	0.35
124 (or Bachelor's Degree)	0.46

The above schedule shall apply to all officers as they become eligible. The amount now being paid officers for college credit hours shall remain the same until such time as the above schedule exceeds the amount they presently receive.

Section 21.2 Tuition Assistance - Tuition reimbursement requires the budgeting of funds. Officers are required to provide the City with advance notification for the purpose of budgeting funds for reimbursement. Tuition assistance for officers of the Shawnee Police Department will be provided for those officers who have requested courses prior to enrollment, and which are administered by an accredited college, university or technical training center. The request, with a list of courses to be taken, will be submitted by the officer to the Police Chief for final approval by the City Manager. To be acceptable for reimbursement of tuition and books, each course must provide training which will tend to improve the services which an officer was hired to perform, and be completed with a grade of "C" or better. Reimbursement will be limited to the going rate, per credit hour, for tuition at a Public Oklahoma State University, during the semester in which the course is taken. The City will not reimburse for fees assessed by the institution, such as parking, activity fees, and the like. Upon successful completion of the course(s) each semester, the officer will initiate a claim for reimbursement by presenting an itemized receipt and a copy of the grade report from the college, university or technical training center.

- a. All officers shall be reimbursed in full no later than forty-five (45) calendar days from the day on which the copies of the grade report and paid receipts are submitted to the Police Chief's office.
- b. Any officer who is attending any school, college, or university, and who has so notified the Police Chief and shift supervisor ten (10) days prior to the first day of class, shall receive reimbursement for tuition and books purchased, in the event that his work shift and/or days off is changed so as to prevent attendance at the classes.

ARTICLE 22

INCENTIVE PAY

The parties agree that incentive pay shall be deemed "grand-fathered" for those members receiving the incentive pay prior to June 30, 2000, and incentive pay shall continue for all officers receiving incentive pay prior to June 30, 2000 (except those incentives specified below), provided that any re-certification requirements must be maintained.

Section 22.1 Firearms Proficiency Incentive - The City agrees to compensate officer's firearms proficiency incentive to officers who meet the standard as per the following:

<u>Level</u>	<u>Standard</u>	<u>Hourly Rate</u>
7. Marksman	88%- 92%	\$.20
8. Sharpshooter	96%- 100%	.30

The incentive course shall be the current CLEET qualifying course. The officer's qualifying score shall also be his/her incentive score. The combined qualification/incentive shoot shall be conducted on an annual basis, during August, September, or October, and shall be certified by a CLEET qualified firearms instructor or a CLEET certified range line safety person. Dates and times shall be selected and posted by the Police Chief. The targets and course of fire for the incentive shoot shall be in accordance with the current applicable CLEET standards.

Firearms proficiency incentive compensation shall be paid upon certification approved by the Police Chief and forwarded to the Personnel Office.

The City shall provide officers the ammunition needed to qualify. If an officer fails to obtain the Marksman or Sharpshooter level he/she shall be provided with ammunition for two (2) additional attempts to be completed by the end of the scheduled qualification date(s). Alternative or additional days will be selected by the Police Chief if conditions exist (i.e., inclement weather, etc.) that would tend to lower qualification scores.

The City shall furnish officers with one hundred (100) rounds of practice ammunition per month for their department issued duty handgun or approved personal carry handgun provided said handgun is of the same caliber as the department issued handgun.

Section 22.2 Field Training Officers will receive an additional one (1) hour of compensable time for every shift the FTO is assigned a trainee.

ARTICLE 23

LONGEVITY

Section 23.1 To encourage career service, longevity pay shall be granted in addition to the base wages as shown on Appendix A. It shall be based upon the total years of continuous service with the City.

Section 23.2 Longevity shall be computed based on the last date of hire with the City, as per the following schedule:

<u>Years of Continuous Service</u>	<u>Hourly Rate</u>
4	\$.22
5	.26
6	.32
7	.36
8	.40
9	.46
10	.50
11	.54
12	.58
13	.64
14	.68
15	.72
16	.78
17	.82
18	.86
19	.92
20	.96

Section 23.3 Longevity shall be included with the regular base wages and paid biweekly.

Section 23.4 The above schedule shall apply to all officers as they become eligible. The amount now being paid officers shall remain fixed until such time that the above schedule exceeds the amount they presently receive.

ARTICLE 24

WAGES

Section 24.1 All officers of the Shawnee Police Department shall receive wages according to Appendix A of this Agreement.

Section 24.2 The following indicates both the classification and pay range of the positions covered by the Agreement:

Classification	<u>Pay Range</u>
Police Officer	01
Corporal	05
Sergeant	20
Lieutenant	25
Captain	30

Section 24.3 Upon satisfactory completion of FTO the officer will advance to Step 2. Each year thereafter, on their anniversary date, officers shall be eligible for a merit step increase unless they are in the top step. Anniversary date shall be defined as the date officers obtained their current classification. The merit step increase shall be based on receiving a standard or above rating on the Employee Performance Evaluation.

Section 24.4 When a vacancy exists for the position of Captain or Lieutenant and the Chief or their designee fills that position with an interim, the interim will be compensated by placing them in the first pay step of the rank they are assuming. The interim would remain in the first step until they are relieved of that rank or the rank is filled permanently. This compensation would only apply for an interim assuming the higher rank for 30 calendar days or more.

ARTICLE 25

PROHIBITION OF STRIKES

Section 25.1 It is agreed that there will be no strikes during the term of this Agreement or any extension thereof.

"Strike shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. Nothing contained in this Article shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same does not interfere with the full, faithful, and proper performance of the duties of employment."

Section 25.2 Violations of Section 1 of this Article shall be grounds for disciplinary action, including discharge for any or all of such employees involved, provided, however, such employees shall have the right to a determination as to whether a violation has occurred in accordance with 11 O.S. Section 51-101; provided, further that disciplinary action, including discharge, shall be for just cause.

Section 25.3 Upon notification in writing by the City to the I.U.P.A. that certain of its officers are allegedly engaged in one or more of the prohibited activities listed in Section 1 of this Article, the I.U.P.A. shall immediately, both publicly and in writing, order such officers to return to work at once, and to discontinue such prohibited conduct. Such notification by the I.U.P.A. shall not constitute an admission by it or any of its officers that any of the prohibited activities are actually in process or have taken place. The notification shall be made solely on the representation of the City. In the event any one or more of the prohibited activities occurs, the I.U.P.A. agrees to take all reasonable effective and affirmative action to insure that all officers perform their regular duties as promptly as possible, as provided by law.

ARTICLE 26

SAVINGS CLAUSE

Section 26.1 If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are severable.

Section 26.2 All amendments to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement, unless the terms of said amendments specifically delete or change a provision of this Agreement; and all amendments shall become a part of this Agreement as if specifically set forth herein.

Section 26.3 Any appendices to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement; and all appendices shall become a part of this Agreement as if specifically set forth herein.

ARTICLE 27

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

Section 27.1 Policy Statement: The City recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing, or being under the influence of an illegal chemical substance and/or alcohol during working hours while on City property, or while using City equipment, will be subject to discipline up to, and including, termination of employment.

Section 27.2 Effective Date: This policy will be effective 10 days after ratification of the Collective Bargaining Agreement and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 27.3 Application: This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §§ 551 *et seq.*, as amended ("the Act") and, where relevant, with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 40.

Section 27.4 Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but before final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug and/or alcohol test will be considered as a refusal to undergo a test.

Section 27.5 For Cause Testing: The City may request or require an employee to undergo drug or alcohol testing at any time it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- a. Drugs or alcohol on or about the employee's person or in the employee's vicinity,
- b. Conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
- c. A report of drug or alcohol use while at work or on duty,
- d. Information that an employee has tampered with drug or alcohol testing at any time,
- e. Negative performance patterns, or
- f. Excessive or unexplained absenteeism or tardiness;

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug and/or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources Department.

The employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The employee will not be allowed back to work until the results of the test are known.

Section 27.6 Post-Accident Testing: Post-accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post-accident alcohol and/or drug test may use any alcohol and/or drugs of any kind following the accident until he/she undergoes the post- accident testing.

Section 27.7 Random Testing: The City may, at various times, randomly select members for unannounced random testing for drugs and/or alcohol:

Section 27.8 Scheduled, Periodic Testing: The City may require an employee to undergo drug and/or alcohol testing as part of a routinely scheduled employee fitness for duty medical examination or in connection with the employee's return to duty from a leave of absence.

Section 27.9 Post-Rehabilitation Testing: The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to 2 years after the employee's return to work following a confirmed positive test result or following participation in a drug and/or alcohol dependency program. Post-rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 27.10 Universal Testing. The City will test every employee at least once each contract year. The universal testing program will be separate from the Random Testing in terms of selection, but the procedures shall otherwise be the same. As a result, some employees will be tested more than once during the contract year.

Section 27.11 Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, steroid, or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA).

Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 27.12 Methods and Documentation: All methods of collection and documentation of such shall be pursuant to 40 O.S. 2001 §§ 551 *et seq.*

Section 27.13 Costs: The City is responsible for all costs associated with drug and/or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within 24 hours of receiving notice of a positive test result to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 27.14 Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug and/or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 27.15 Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret, and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee before notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 27.16 Confidentiality: The City will treat all test, and all information related to such test, as confidential materials. All records relating to drug testing will be kept separate from personnel records. The records are the property of the City, but will be made available to the affected applicant or employee for inspection and copying upon request, and these records will also be available for review by the City's Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

- a. To comply with a valid judicial or administrative order;
- b. As admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or
- c. To employees or agents of the City who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 27.17 Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug and/or alcohol test. Action taken will be subject to the CBA grievance procedure.

a. Employees who approach the City an hour before any testing begins may ask for referral to the Employee Assistance Program and a chance to enter a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to 2 years. Employees who have been offered the opportunity to participate in a rehabilitation program will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug and/or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than 2 weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this Policy will be subject to disciplinary action.

b. An employee who has a positive test result after returning from rehabilitation will be terminated. Any future recurrence of abuse with the same or any other substance will result in termination of employment.

c. An employee who is discharged from employment on the basis of refusal to undergo drug and/or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation, and the City will protest any application for unemployment benefits.

Section 27.18 Prohibitions: No employee may report for duty within 4 hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol or use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment, or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 27.19 Responsibilities of Individuals: To comply with the provisions of this Policy, each employee assumes the following responsibilities:

a. Working Under the Influence of Performance Impairing Medication: Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors before beginning work.

b. Reporting to Work or Working While Impaired: Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this Policy.

c. Reporting Violations: The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this Policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

FOR ADDITIONAL INFORMATION REGARDING THE SPECIFICS OF STATE AND FEDERAL LAW AND DEPARTMENT OF HEALTH REGULATIONS PERTAINING TO DRUG TESTING, AS WELL AS THE CITY'S OBLIGATIONS FOR REPORTING, PLEASE CONSULT THE HUMAN RESOURCES OFFICE.

ARTICLE 28

POSITION OF CORPORAL

Section 28.1 Upon the completion of a minimum of four years of service as a Shawnee Police Officer, and upon obtaining, at a minimum, a C.L.E.E.T. Intermediate Law Enforcement Certification, or upon completion of four (4) years of active duty military service (actual time spent on active duty or actual drill time in the Military Reserve or National Guard may be credited toward the four year requirement), an officer shall automatically advance to the rank of Corporal. However, officers on disciplinary probation or suspension shall not be eligible for advancement to the rank of Corporal until completion of the probation or suspension.

Section 28.2 Officers who believe they meet the qualifications set forth above must submit notification to the Chief of Police in writing, attaching a copy of his/her C.L.E.E.T. Certification and/or military service record(s). The change in status shall become effective beginning with the pay period following written notification to the Chief of Police, providing there is no dispute as to satisfaction of qualifications. Any Officer refused advancement to the rank of Corporal shall be entitled to the grievance rights set forth in this agreement.

Section 28.3 The rank of Corporal shall be deemed a non-supervisory rank, but Corporals shall serve as mentors to newer officers. The compensation for such rank shall be as set forth in Addendum "A" hereto. In the event that a Lieutenant or Sergeant is not available for all or part of a shift, the Corporal with the most time in rank shall be designated as the acting supervisor for that shift or part thereof. An announcement of such designation shall be made at the beginning of the shift or as soon thereafter as is practicable. The Corporal so designated may direct and supervise the patrol officers on the shift to ensure the orderly and efficient performance and completion of assigned duties and reports and to ensure the proper use, care and maintenance of department property. The Corporal may not discipline an officer on the shift. If the Corporal assigned temporary supervisory duties believes that discipline may be warranted, he/she will prepare a written report and submit the same to the shift Lieutenant. If the Corporal believes that immediate action is necessary for the safety and well being of the officer, the department and the citizens of the community, he/she is to contact the Chief of Police or his/her designee for guidance. Any Corporal who is designated as the acting supervisor and who serves in that capacity for four (4) or more hours during a shift shall receive compensation for that shift at the Step A rate for Sergeants as outlined in Addendum "A."

ARTICLE 29

PROMOTION POLICY

SECTION 29.1 All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein.

SECTION 29.2 It is the purpose of this procedure to assure all employees an equal opportunity to compete in promotional examinations which shall be free of favoritism, personalities and politics. The goal of this procedure is to select the most qualified individual available for the position in an organized and orderly manner.

SECTION 29.3 The Chief of Police will designate an officer to serve as test administrator for all promotional testing. The test administrator will administer the promotional examinations in accordance with this policy.

SECTION 29.4 Written promotional tests shall be developed specifically for the Shawnee Police Department, and for the individual ranks to be tested, specifically: Sergeant, Lieutenant, and Captain. The tests shall be developed by a mutually agreed to outside source.

The subjects of the tests questions shall be limited to Oklahoma Titles 47 and 21, Shawnee City Ordinances relating specifically to Criminal and Traffic Laws, Shawnee Police Department Policies and Procedures, and the Collective Bargaining Agreement between the City of Shawnee and the Shawnee Police Association.

All test questions shall have multiple choice answers only. The pass point for the written tests shall be 70%, provided that 70% is an achievable score, as determined by the test developer.

The tests shall be maintained, administered, and graded by the same source that developed the test in order to maintain the confidentiality of the test questions and answers.

SECTION 29.5 After the written tests have been graded, the test administrator will review the test with each individual candidate. The test review shall be complete, including allowing each candidate to review his/her answer sheet, and providing correct answers to any missed questions. Each candidate shall be informed of his/her test score. All test scores will be posted by social security number following completion of the written test phase.

SECTION 29.6 The date a vacancy is announced shall serve as the determining date of eligibility for time in grade requirements, or time of service requirements, for the announced promotion.

SECTION 29.7 Vacancy announcements shall be posted for thirty (30) days prior to the date of the beginning of the examination process. The announcement shall include the job description for the vacant position, and the date, time, and location for each phase of the promotional testing.

Test questions shall be obtained from materials available to all applicants. A list of these materials shall be posted in conspicuous places throughout the Police Department at the same time the vacancy is announced and posted, and this list of materials shall remain posted for thirty (30) days prior to the date of examination.

SECTION 29.8 The top six (6) candidates, that score 70% or above on the written test, shall qualify to compete in the assessment process. In the event of a tie for the sixth position, all officers tied for that position shall be permitted to compete in the assessment process.

SECTION 29.9 The Chief of Police shall establish an assessment board of three (3) police officers of equal or higher rank to the vacancy being filled. All assessors shall be formally trained in the assessment process. All assessors shall be from police departments of cities with a population of 15,000 or greater. **No assessors shall be from within the Shawnee Police Department.**

SECTION 29.10 The competitive assessment process shall focus on job knowledge, poise, leadership abilities, verbal communication skills, written communication skills, and other skills as specified in the vacancy announcement.

SECTION 29.11 The first phase of the assessment process shall be a review of the written test results of each of the candidates by the assessment board. The written test score will be calculated into the final ranking, and will be one of four scores that shall be averaged by the assessment board.

The second phase of the assessment process shall be the review of each applicants personnel file covering the previous three (3) years. Each candidate shall be present during their review process and will be given the opportunity to clarify or correct any material or information presented to the board. The personnel file review will be scored and averaged into the final score.

The third phase of the assessment process shall be an interview with each candidate. This interview will be to determine what strengths and weaknesses each candidate believes he/she brings to the position. The interview will be scored and averaged into the final score.

The fourth phase of the assessment process shall be a situational, or scenario, examination to determine how each candidate responds to specific situations. The situational phase shall be scored and averaged into the final score.

This shall be the final exercise of the assessment process.

SECTION 29.12 The assessment board will confer and develop a written consensus report identifying the top candidate, specifically addressing the skills, knowledge and abilities demonstrated by that individual during the assessment process. The top candidate, as determined by the assessment board, shall be the individual promoted to the vacant position.

SECTION 29.13 The assessment board will rank all remaining applicants in descending order and provide this list to the Chief of Police. This list will be posted for one (1) year following the completion of the assessment process. All vacancies in that rank occurring during the next twelve (12) months shall be filled from this list, in descending order.

In the event an individual declines to be promoted, the next individual on the list shall be promoted. However, the person that declined promotion shall maintain his/her position on the list for the remainder of the term of the list.

Each candidate shall be provided with his/her assessment board scores. Assessment board scores for all candidates shall be posted by social security number.

SECTION 29.14 All applicants, for promotion to any rank, must not have been reduced in grade within the last twelve (12) months, and must not be on disciplinary probation or disciplinary suspension on the date of examination.

SECTION 29.15 Eligibility to test for the rank of Sergeant shall be limited to Corporals with three (3) years' time in grade and who hold a C.L.E.E.T. Intermediate Law Enforcement Certificate. Applicants testing for the rank of Sergeant shall be subject to competitive selection through the assessment process.

SECTION 29.16 Eligibility to test for the rank of Lieutenant shall be limited to Sergeants with three (3) years time in grade. In addition, it will be required that all Sergeants testing for promotion to Lieutenant to have served a minimum of twelve (12) months as a supervising Sergeant of commissioned police officers. Applicants testing for the rank of Lieutenant shall be subject to competitive selection through the assessment process.

SECTION 29.17 Eligibility to test for the rank of Captain shall be limited to Lieutenants with three (3) years time in grade. In addition, it will be required that all Lieutenants testing for promotion to the rank of Captain to have served a minimum of twelve (12) months as a supervising Lieutenant of commissioned police officers. Applicants testing for the rank of Captain shall be subject to competitive selection through the assessment process.

SECTION 29.18 All newly promoted officers shall be required to complete their six (6) month probationary period on regular assignment. All Sergeants and Lieutenants will be required to complete twelve (12) months of supervision of commissioned police officers before being promoted to the next rank. **The time in grade requirements specified within this policy shall not be waived.**

SECTION 29.19 Upon promotion to the rank of Sergeant, Lieutenant or Captain, the officer's initial rate of pay will be determined by the officer moving to the first step in the pay scale for the newly acquired rank.

SECTION 29.20 In the event of a dispute arising from this process, it shall be handled as a grievance in accordance with the existing labor management contract. However, grievances resulting from the promotional process must be presented to the Chief of Police within three (3) days of the completion of the assessment process.

If the promotion outcome is in question as the result of a grievance the promotion will not be announced until the grievance is resolved.

If the outcome of the promotion is not affected by the grievance, the promotion shall be announced on the seventh (7) day following the completion of the assessment process. If no grievances are presented within three (3) days of the completion of the assessment process the promotion announcement shall be made on the seventh (7) day following the completion of the assessment process.

ARTICLE 30

INDIVIDUALLY ASSIGNED VEHICLE PROGRAM

SECTION 30.1 The take-home-vehicle program increases the number of police units available to respond to the scenes of reported crimes or other urgent calls for assistance. The program will increase police presence and display to citizens that there are police ready to respond when needed, thereby contributing to their peace of mind. The program enhances the police department's ability to summon off-duty officers in emergencies and have them report in equipped police cars directly to the site where they are needed. The program will improve the maintenance and reliability of police cars by placing the responsibility for personal care of each car on an individual officer.

SECTION 30.2 Police vehicles will not be utilized for off duty employment or personal use. Exceptions to this requirement may be granted by the Chief of Police for off duty security employment such as: Shawnee Public School activities, *i.e.*, football games. Police vehicles will not to be used for transporting non-police personnel, except for official police business or emergencies.

SECTION 30.3 Officers allowed the use of a police vehicle for commuting purposes that acquires 6 or more points on his/her departmental driving record shall forfeit his/her privilege to use the City vehicle for commuting. Reinstatement of the privilege to use a City vehicle for commuting may be made only after ALL points are removed from his/her departmental driving record.

SECTION 30.4 Officers shall be held accountable for the care and cleaning of the unit permitted to be used for commuting.

SECTION 30.5 Condition of Vehicles: Prior to issue, an inventory/inspection of all city- owned property with the vehicle, including serial numbers, will be completed and shall be maintained by the Shawnee Police Department Fleet Supervisor. All vehicles within this program will have basic equipment in them furnished by the department. Any additional equipment must be approved by the Chief of Police before installation. Weapons are not to be stored in police units used for commuting. Shift supervisors are responsible for regular inspection of vehicles, for proper equipment and condition of vehicles. Inspections will include:

1. Interior, exterior, trunk, engine compartment, and equipment.
2. The assigned officer will correct any discrepancies identified during the inspection by the end of the shift, if possible.
3. Sensitive material related to law enforcement will be removed from a vehicle left for repairs or service.

Damage incurred on or off-duty to the vehicle or equipment, whether by accident or the result of intentional acts of vandalism will be reported by the officer assigned to the vehicle as soon as it is discovered. In addition to any required offense report, the officer will submit a written report to the Chief of Police outlining the circumstances of the damage. Damage caused by negligence or abuse may be cause for disciplinary action.

SECTION 30.6 Eligibility: The City shall have the right to determine the number of police vehicles available to be assigned as take home units. The following condition will apply to the assignment of take home units:

1. Vehicles will be assigned based upon seniority.
2. Officers assigned a take-home unit shall live within an eleven mile radius from City Limits boundaries. Chief of Police may approve take-home units for officers who live beyond the eleven mile radius if the officer is assigned to special duties.
3. If the City does not provide a sufficient number of vehicles for all eligible officers to have an assigned take-home unit, officers with the least seniority will be required to utilize an assigned pool car, and share that car with other officers as assigned.
4. Officers must have successfully completed the Field Training Program to be eligible for a take home vehicle.
5. Vehicles will be assigned to each officer by unit number and driven only by the assigned officer, except when directed otherwise by a supervisor.
6. The officer assigned to each vehicle is responsible for cleaning the interior and exterior of their vehicle. The officer assigned is also responsible for seeing that regular maintenance is performed, as scheduled by the Shawnee Police Department Fleet Supervisor or the City of Shawnee Garage Superintendent.
7. Upon receiving a take home unit, each officer shall sign for receipt of the vehicle.

SECTION 30.7 Vehicle parking and Storage: Take-home vehicles will be primarily parked at the residence of the officer during off-duty hours. Off-street parking is preferred. The vehicle should not be garaged unless:

1. The officer lives outside the 11 mile radius.
2. The officer lives in a neighborhood where the neighborhood covenants dictate where a vehicle may be parked.
3. The officer's residence will be vacant for more than 72 hours while that officer is taking vacation or other time off.
4. During inclement weather.

Vehicles will be returned and stored at the city shop or another area designated by the Chief under the following conditions:

- I. Vacation or days off when an officer's residence will be vacant for more than 72 hours and the vehicle cannot be garaged or placed out of public view.
2. On the job injury.
3. Other circumstances which may be directed by the Chief of Police.

ARTICLE 31

SENIORITY SHIFT SELECTION

SECTION 31.1 Each officer assigned to patrol shift duties shall be allowed to select his/her shift assignment on an annual basis, based upon seniority within each rank.

The Chief of Police shall provide the President of the Local, or his/her designee, with a breakdown of each shift, specifying the number of Lieutenants and Sergeants to be assigned to each shift, and the total number of officers to be assigned to each shift, no later than April 15th of each year. The Chief of Police shall also provide the Local with a list of officers, by rank, along with the seniority date of each officer who will be making a seniority shift assignment selection, no later than April 15th of each year.

The Local shall return to the Chief of Police a completed shift selection sheet reflecting shift selections based upon seniority no later than May 15th. The shift selection list will become final as of June 1st, and will be posted at that time. Seniority shift changes will take effect on the first Sunday in July of each year.

SECTION 31.2 Corporals will select before officers holding the rank of Patrol Officer, who shall select last.

APPENDIX A

HOURLY BASE RATE

EFFECTIVE JULY 1, 2017

		START	COMPLETION OF FTO	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS
		1	2	3	4	5	6	7	8
NON-CERTIFIED OFFICER AT DATE OF HIRE	01P	16.68	18.19	19.70	20.32	20.91	21.51	22.11	23.05
CERTIFIED OFFICER AT DATE OF HIRE	01PC	18.19	18.95						
CORPORAL	05P	23.36		23.93	24.55	25.16	25.79	26.43	
SERGEANT	20P			27.04	27.85	28.68	29.38	30.12	
LIEUTENANT	25P			30.82	31.72	32.64	33.43	34.27	
CAPTAIN	30P				35.28	36.16	37.07	38.00	

Approved by Local #3 of the IUPA on the ____ day of _____, 2017.

Dennis Rains, President

Approved by the City of Shawnee on the ____ day of _____, 2017.

CITY OF SHAWNEE

JUSTIN ERICKSON, City Manager

ATTEST:

PHYLLIS LOFTIS, City Clerk

APPROVED AS TO FORM AND LEGALITY THE ____ DAY OF _____, 2017.

JOE VORNDRAN, City Attorney

Regular Board of Commissioners

1.j.

Meeting Date: 06/19/2017

Contract Review

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Community Service Contract Review Committee Recommendations for Fiscal Year 2017-2018:

Attachments

No file(s) attached.

Regular Board of Commissioners

1.j.1.

Meeting Date: 06/19/2017

VSI

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider renewal of the contract with Visit Shawnee, Inc. for FY 2017-2018. *(Deferred from June 5, 2017 City Commission meeting)*

RECOMMENDATION: To renew contract for FY 2017-2018 to collect hotel/motel tax and to distribute 94% of such collection to Visit Shawnee, Inc.

Attachments

VSI

AGREEMENT BETWEEN THE CITY OF SHAWNEE and
VISIT SHAWNEE, INC.

This Agreement made and entered into this 1st day of July, 2017, is between the City of Shawnee, a municipal corporation hereinafter referred to as "CITY", and Visit Shawnee, Inc. an Oklahoma non for profit corporation hereinafter referred to as "VSI".

I. DUTIES AND RESPONSIBILITIES OF SEDF

1. **Services.** VSI agrees to provide services to encourage, promote, and foster conventions, conferences, and tourism development in the City of Shawnee consistent with Sections 25-226 through 25-239 of the City of Shawnee Municipal Code.
2. **Employees.** VSI agrees to provide a qualified and competent staff and to provide all the management and administrative services required to present a viable promotional program including, but not limited to, the gathering and dissemination of information, ideas, research, promotional programs, servicing conventions (including all normal convention support services and equipment), representing local business, negotiating civic and hotel interest with associations and other convention groups, and assisting in development and promotion of local activities and attractions designed to enhance the City's tourist desirability. All employees carrying out tasks pursuant to this Agreement are employees of VSI and are not employees of the City of Shawnee. VSI will carry workers compensation insurance in accordance with the laws of the state of Oklahoma.
3. **Insurance.** VSI shall obtain insurance to cover loss of any equipment or real estate owned by the City as well as liability insurance in an amount at least equal to the limits of liability under the Oklahoma Government Tort Claims Act.
4. **Records and Reporting.**
 - a. **Reports.** VSI will provide quarterly reports of its activities and finances (including income, expenditures, and balance) to the City Commission, including annual audited financials.
 - b. **Inspection and Audit.** VSI agrees to make its books and records available for inspection by a designee of the CITY or those hired by the city to perform audits upon reasonable notice during regular business hours.
 - c. **Compliance with Open Meeting and Open Records Laws.** All VSI Board meetings and VSI records shall be open to the public in accordance with the Open Meeting Act (25 O.S. §§ 301-314) and the Open Records Act (51 O.S. §§ 24A 1-29 et seq.). All VSI Board meetings will be held locally.
 - d. VSI shall maintain a Conflicts of Interest Policy, set forth at Exhibit A, attached to this agreement and incorporated by reference.

II. DUTIES AND RESPONSIBILITIES OF CITY OF SHAWNEE

1. **Collection and Disbursement of Hotel Tax.** City shall collect the Hotel Tax as set out by law. Each month the City shall distribute ninety-four percent (94%) of such collection to VSI.
2. **Staff Assistance.** City will provide advice and assistance upon request from its various departments in providing training and advice to the employees and volunteers who have responsibilities under this Agreement.
3. **Contract Review Committee.** City agrees its Contract Review Committee will meet in a timely fashion so as to not delay recommendation for budget and renewal.

III. DISPOSITION OF FUNDS AND EQUIPMENT

1. **Funds.** In the event this Agreement or any successor Agreement is terminated, all Funds in the possession of VSI shall be returned to the City.
2. **Equipment.**
 - a. In the event this Agreement is canceled or terminated, all equipment, furniture, fixtures, and improvements to which the City holds title shall be returned to the City. City shall assume the obligations that VSI lawfully incurred in the purchase of same. All files and work products of VSI shall be the property of the City.
 - b. Advance approval of the City is required for all capital expenditures from Funds in excess of \$5,000 for depreciable assets; and in excess of \$10,000 for services, publications, etc., or non-depreciable assets. Expenditures for event support shall not require advance approval of the City. Approval of a line item in the budget by the City will be deemed advance approval of the expenditure.

IV. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT

1. **Effective Date.** This Agreement shall take effect on July 1, 2017, and shall remain in effect until June 30, 2018. This contract shall automatically renew for a term of one year unless:
 - a. Terminated by either party upon ninety (90) days' notice prior to June 30 of the agreement year,
 - b. Terminated due to breach of the Agreement as described in Article VII hereof,
 - c. Terminated by mutual agreement.

2. **Modifications.** All modifications to this agreement must be in writing and approved by VSI and the City.
3. **Transfer of Rights and Responsibilities.** No party to this agreement can transfer or assign its rights and responsibilities without approval of the other party.
4. **Assumption of Liabilities.** Upon termination of this Agreement, whether pursuant to breach or nonrenewal by any party, the City shall assume any and all obligations entered into by VSI in furtherance of this Agreement, in the event of termination. The City also agrees to assume the defense of VSI and any of its employees, agents, or directors related to such obligations.
5. **Shawnee Chamber.** Both parties agree that VSI shall assume all obligations entered into by the Greater Area Shawnee Chamber of Commerce (in matters relating to tourism) with third parties prior to the date of this Agreement.
6. **Renewal.** VSI shall submit a request for renewal to the City Clerk's Office no later than March 30, 2018. As a part of this request, VSI shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.

V. NON-DISCRIMINATION

VSI agrees not to discriminate against any employee, applicant for employment, or party seeking the services of VSI because of race, creed, color, national origin, gender, ancestry, disability, or VSI membership. VSI shall take affirmative action to insure that employees are provided equal opportunity in employment, promotion, demotion, transfer, or termination, rates or pay, or other forms of compensation, and selection for training.

VI. WAIVER

The waiver by any part of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

VII. BREACH OF AGREEMENT

If either party to this Agreement fails, refuses, or neglects to abide by its duties and responsibilities hereunder, the other party may give notice of such breach. The breaching party shall be notified, in writing, of its alleged breach and shall be given ninety (90) days (unless such time is extended by the non-breaching party) to cure the breach. If the breach is due to violation of law or mismanagement or embezzlement of funds by the SEDF, the Agreement shall terminate immediately. If the breach is not remedied, the other party may

terminate the Agreement. The notice period shall not operate to extend the Agreement beyond its current term.

WITNESS our hands this _____ day of _____, 2017.

VISIT SHAWNEE, INC.

CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY/NOTARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee this _____
_____ day of _____, 2017.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2017

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

3.

Meeting Date: 06/19/2017

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, Jason Purswell, Utilities Administration.

Attachments

No file(s) attached.

Regular Board of Commissioners

4.

Meeting Date: 06/19/2017

Admin Hrg Appeal

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action on Clint Latham's appeal of an Administrative Order requiring the demolition of the residential structure located at 703 South Pottenger. *(Deferred from June 5, 2017 City Commission meeting.)*

Attachments

Admin Hrg Appeal Staff Rpt

Admin Hrg Appeal



MEMORANDUM

AGENDA: June 5th, 2017

TO: Shawnee City Commission

FROM: Justin DeBruin, Community Development Director

RE: Appeal of Administrative Order, 703 S. Pottenger

SUMMARY

On May 11, 2017 an Administrative Order was issued requiring the dismantling and removal of the residential structure located at 703 S. Pontenger, owned by a Mrs. Oleta Fitzke. Notice was provided to Mrs. Fitzke and her two (2) daughters who are named as owners on the property. Due to the passing of Mrs. Fitzke, the property was represented by her daughters: Alice Simon and Tammy Bray. It was determined that the structure met the statutory definition of "dilapidated," so a public hearing was held on February 8, 2017 to consider administrative action on the property. At the request of the property owners, Staff recessed the hearing for sixty (60) days, or May 11, 2017, to allow more time to submit a building permit, as their intent for the property was to remodel. Staff explained that within those sixty (60) days, the following should happen:

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

It was explained that if a remodel permit is not submitted, they must be in attendance at the May 11th, 2017 hearing, or by City Ordinance and State law, "failure to attend the hearing will result in the immediate removal of the dilapidated building."

In those sixty (60) days, no request was made to the Chief Building Official for a site visit, no remodel permit was submitted, and no representative was in attendance for the May 11th hearing. Based on the

following factors, Staff deemed the structure a hazard to the health, safety and welfare of the general public, and ordered it to be raised and removed:

- Structure is unsecured.
- A high degree of structural damage exists.
- Staff has received numerous nuisance complaints.
- No water service established since April, 2015.
- The structure is in an overall state of decay and disrepair.

Photographs are attached, indicating the condition of the subject property. According the Pottawatomie County Assessor, the structure is 1,026 square feet and was built in 1920.

Since May 11th, a letter of appeal was received from a Mr. Clint Latham, who appears to have purchased the property at some point prior to the May 11th hearing. Mr. Latham has stated that he would like to remodel the subject property.

RECOMMENDATION

Staff has reviewed the attached letter of appeal submitted to the City Clerk on May 18th, 2017. The property owner (Mr. Latham) has indicated that, if given more time, he would be sure to submit a remodel permit to bring the property back into conformance. Staff has no objection to allowing thirty (30) day for an acceptable permit to be submitted, but strongly encourages the property owner to visit with the Chief Building Official to understand the scope of work and to get reliable estimates for the remodel.

ATTACHMENTS:

1. Exhibit 1 - Letter of Appeal
2. Photos

RECEIVED CITY CLERK'S OFFICE

Date 5/18/17 Time 2:58pm

To: City Clerk
From: Clint Latham, Codiak Investments, Inc.

5-18-17

Re: 703 S. Pottenger, Shawnee, OK &
City of Shawnees Administrative Order

To whom it may concern:

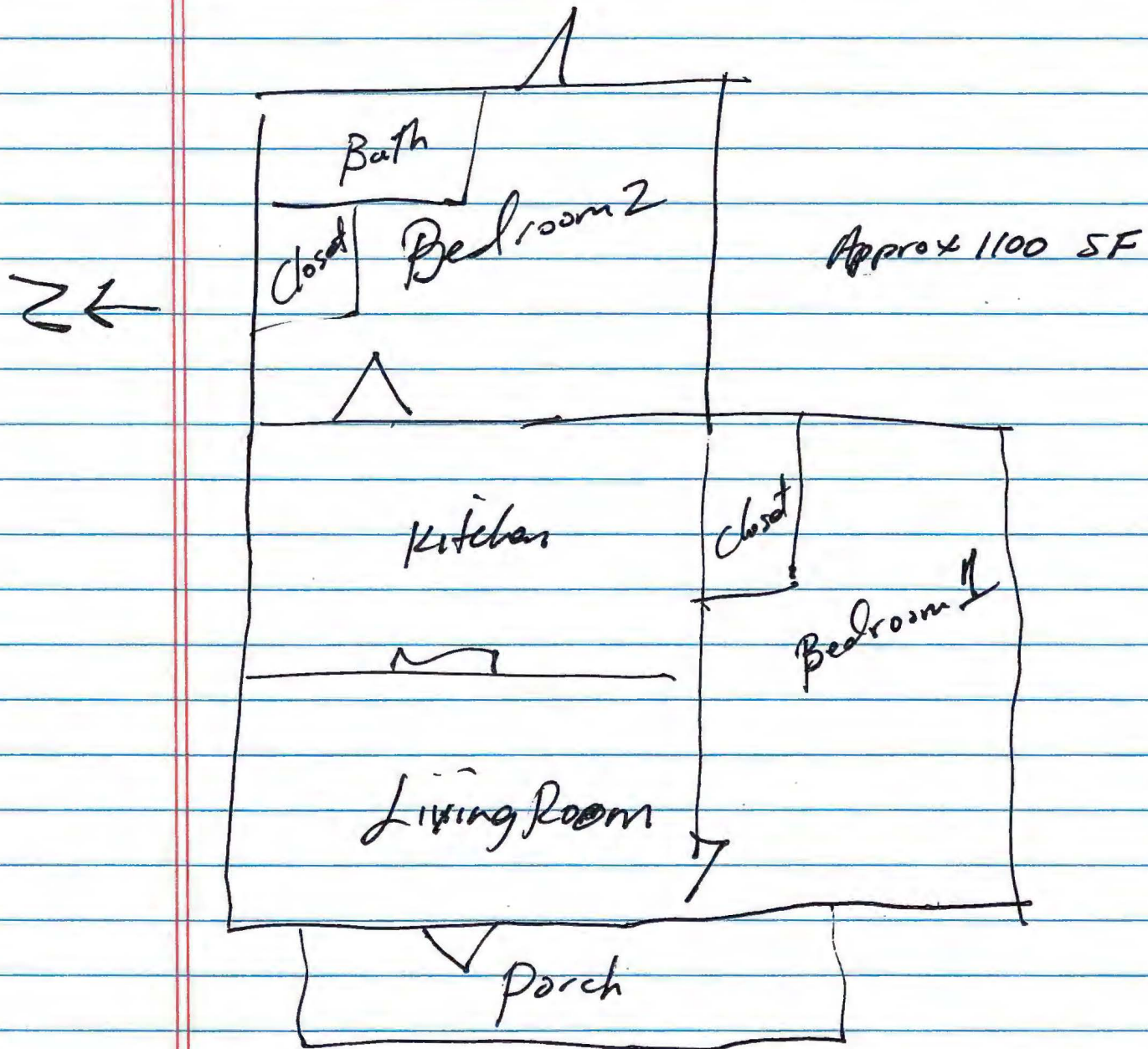
Please take notice that all future notices
and correspondence needs to be sent to:
Clint Latham

P.O. Box 3096 Cell Phone: (405) 630-9664
Shawnee, OK 74801

This is my written appeal to request
6 months to fully remodel 703 S. Pottenger.
I purchased this property approximately
30 days ago and was under the impression
I would be allowed to remodel this house as
I have done to many more here in Shawnee.
I have already submitted plans and
applied for a permit to begin work
with the city of Shawnee Planning office.
I will be doing a complete remodel
which includes:

New Electric	New Flooring
New Plumbing	New walls & texture
New Windows	Adding Insulation
New Roof	New Siding

703 S. Pottenger



Pottenger















RECEIVED CITY CLERK'S OFFICE

Date 5/18/17 Time 2:58pm

To: City Clerk
From: Clint Latham, Codiak Investments, Inc.

5-18-17

Re: 703 S. Pottenger, Shawnee, OK &
City of Shawnees Administrative Order

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Clint Latham

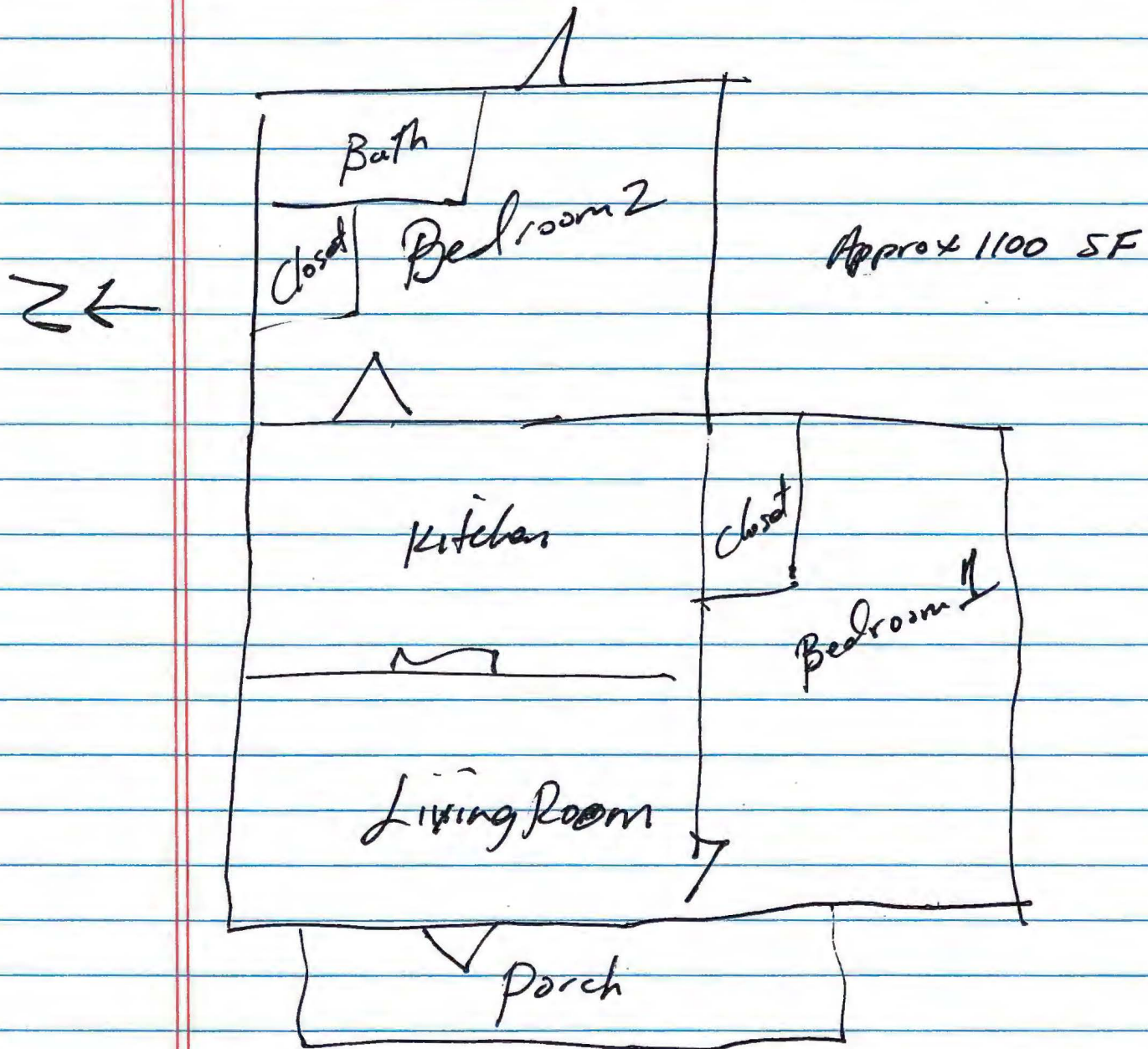
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New Electric	New Flooring
New Plumbing	New walls & texture
New Windows	Adding Insulation
New Roof	New Siding

703 S. Pottenger



City of Shawnee Action Committee
Re: 703 S. Pottenger

I turned in my appeal for this property within the allocated time. I have had employees checking my mail awaiting notice of the appeal. I am in Thailand on vacation and was called a few minutes ago & informed the property was on this evening's agenda. I believe a more formal response is required. I would respectfully ask that I be placed on the schedule for the next round of this type of property. I have 8 properties in Shawnee that I have taken in the same shape and have made them wonderful examples of the types of houses this town wants to see. 721 N. Kickapoo, 622 W. Wood, 913 Overland Ct. are examples of abandoned and refurbished houses I have re-habbed. Thank you for your attention to this matter and I ask that you notify me at the phone number listed below if there is a problem with this request.

Sincerely,

Clint Latham

Codian Investments, Inc.

(405) 630-9664

RECEIVED CITY CLERK'S OFFICE

Date 6/5/17 Time 3:44pm

Regular Board of Commissioners

5.

Meeting Date: 06/19/2017

Beautification Comm 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 regarding combining the City of Shawnee Beautification Committee with the Shawnee Chamber of Commerce Beautification Committee into one committee.

Attachments

Beautification Comm Memo

Beautification Comm Ord



Office of the Director of Operations

Date: June 13, 2017
To: Mayor and City Commissioners
From: James Bryce, Director of Operations
RE: **Shawnee Beautification Committee**
Shawnee Chamber Beautification & Enhancement Committee

Nature of the Request:

Discussion and or approval on combining the Shawnee Beautification Committee & Shawnee Chamber Beautification & Enhancement Committee to create one committee under the City of Shawnee

Staff Analysis, Considerations:

For several years these two committees have operated separately sometimes collaborating together to do certain projects, events, and in helping with the maintenance of many beautification areas around town. Both committees in the past have seen times that their memberships have been full and active but in the past few years both committees have seen a decline in interest.

Below is how both Committees are currently set up:

City Beautification Committee:

6 Citizen members (down to 2)
1 City Commissioner (vacant)
3 Year term limits
Must live in the city limits

Chamber Committee:

No limit on membership (hadn't had a need to limit)
No term limits
Must be a member of Chamber of commerce

As staff understands why the membership for the City Committee has been limited to residents only, we also feel that those who operate businesses or work at those businesses within the City limits of Shawnee also have a buy in on the beautification of the City.

Below is the proposed ordinance new limitations:

1. Residents of Shawnee;
2. Business or property owners of Shawnee; or
3. People employed by a business in Shawnee.
4. 1 City Commissioner seat
5. 10 at large members
6. 3 year term limits

The Shawnee Beautification committee also serves as the Tree Board that is a requirement for the Tree City USA Program that Shawnee has been a part of for 13 years.

All Chamber Beautification members that are interested in staying with the Beautification Committee will submit an application for appointment to the new committee and the current Shawnee Committee members will remain.

Recommendation:

Staff is asking for approval of the new ordinance or guidance to continue the revisions.

Budget Consideration:

There is no impact to the budget since staff already budgets funds yearly for Beautification.

ORDINANCE NO. _____

AN ORDINANCE RELATING TO THE COMPOSITION AND THE TERM OF OFFICE OF THE MEMBERS OF THE CITY OF SHAWNEE BEAUTIFICATION COMMITTEE, AMENDING SECTION 3 OF ORDINANCE 2077NS, REPLACING AND SUPERCEDING THAT PARTICULAR AMENDMENT OF THE SAME SECTION IN ORDINANCE 2323NS; AND PROVIDING FOR SEVERABILITY, CODIFICATION, AND REPEALER

WHEREAS, the Code of Ordinances of the City of Shawnee must be amended from time to time to comply with the laws of the State of Oklahoma and the Charter of the City of Shawnee; and

WHEREAS, the Mayor and City Commission have determined that other amendments must be made for the more efficient and practical operations for the City of Shawnee:

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

Section 1. **AMENDATORY:** That Section 3 of Ordinance No. 2077NS, which is currently codified as Section 27-77 [TERM OF OFFICE] of the City Code is hereby amended to read as follows:

Sec. 27-77. - COMPOSITION, APPOINTMENT AND TERM OF COMMITTEE MEMBERS

1) *Composition.*

- a) The Committee will consist of ONE (1) City Commissioner;
- b) The Committee will consist of TEN (10) At-Large Members whom shall only include individuals that are either:
 - i) Residents of the City of Shawnee;
 - ii) Business or property owners within the City of Shawnee; or
 - iii) Employed within the City of Shawnee.

2) *Appointment.* At-Large Members shall be appointed by the City Mayor.

3) *Term.* The term of At-Large Members shall be THREE (3) years. In the event that a vacancy shall occur during the term of any Member, his/her successor shall be appointed for the unexpired portion of the term.

Section 2: **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 3: **CODIFICATION.** This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 4: **REPEALER.** All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

PASSED AND APPROVED this _____ day of _____, 2017.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2017.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

6.

Meeting Date: 06/19/2017

Budget FY17-18

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a budget for Fiscal Year 2017-2018.

Attachments

Budget FY17-18

**CITY OF
SHAWNEE
OKLAHOMA**

BUDGET

FISCAL YEAR

2017-2018



MISSION

Serve the community, strive for progress and support and improve the quality of life

Serve – Strive – Improve

VISION

Shawnee features small town values and charm with big city amenities and is the center of commerce, education, and culture for Pottawatomie County and the surrounding area. Shawnee is a place of family and community with optimism for the future. Shawnee is on a path of continuous improvement that will result in a more prosperous, healthier, attractive, and connected community. Shawnee collaborates with all governments and organizations and strives to be a trusted and transparent partner.

CORE VALUES

Transparency	Collaboration	Pride
Wellness	Fiscal Responsibility	Customer Service
Continual Progress	Strategic Focus	Safety

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018 FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTATION OF SAID BUDGET.

WHEREAS, the Charter of the City of Shawnee, Oklahoma, and statutes of the State of Oklahoma, require that an annual budget be prepared and presented to the City Commission of the City of Shawnee, Oklahoma, prior to the beginning of the fiscal year of said City, and that a public hearing be held thereon prior to the adoption of said budget; and

WHEREAS, the budget for the fiscal year July 1, 2017 through June 30, 2018, has heretofore been presented to the City Commission and due deliberation had thereon, and a public hearing having been held as required by Charter and/or statute, and all comments and objections have been considered; and

WHEREAS, the following is a summary of the anticipated sources of revenue, and of the amounts appropriated; to wit:

001 GENERAL FUND	\$28,668,865
001 STREET & ALLEY FUND	\$417,483
102 E-911 FUND	\$307,479
103 REVOLVING OIL & GAS	\$292,479
104 ECONOMIC DEVELOP	\$465,086
105 SPAY/NEUTER FUND	\$26,717
106 HOTEL/MOTEL SURCHARGE	\$626,199
107 POLICE SALES TAX FUND	\$460,235
108 FIRE SALES TAX FUND	\$460,235
112 TAX INCREMENT FINANCE FUND	\$182,875
113 DRUG FORFEITURE FUND	\$24,726
201 DEBT SERVICE FUND	\$98,849
301 CAPITAL IMPROVEMENT FUND	\$2,487,500
302 STREET IMPROVEMENT FUND	\$9,879,730
350 POOL FUND	\$257,606
601 WORK COMP SELF-INSUR FUND	\$1,166,393
701 LIBRARY FUND	\$89,635
702 CEMETERY PERPETUAL FUND	\$167,039
704 SENIOR CITIZENS FUND	\$21,219
706 GIFTS & CONTRIBUTIONS	\$97,898
709 SISTER CITIES FUND	\$15,000

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

THAT the budget for the City of Shawnee, Oklahoma, now before the said City Commission for consideration, as herein above summarized, a complete copy of which is on file with the City Clerk, be, and the same is hereby adopted as the budget for the said City of Shawnee, Oklahoma, for the period of July 1, 2017 through June 30, 2018.

BE IT FURTHER RESOLVED, that the said City Commission finds, determines and declares that all things requisite and necessary to the presentation and adoption of said budget have been performed as required by Charter and/or statute.

BE IT FURTHER RESOLVED, that the present General Fund budget contains a Fund Balance and the SMA Fund contains a Fund Balance to begin the process of the City's General Budget ultimately reaching a Fund Balance of 30%.

Passed and approved this 19th day of June, AD., 2017

City of Shawnee, Oklahoma
A Municipal Corporation

RICHARD FINLEY, MAYOR

ATTEST:
(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

City of Shawnee
Annual Budget
Fiscal Year 2017-2018
Table of Contents

Budget Summary.....	i
---------------------	---

General Fund

001 - General Fund Revenues	5
001 - General Fund Expenditures	7

Special Revenue Funds

101 - Street & Alley Fund Revenues and Expenditures	8
102 - E-911 Fund Revenues and Expenditures	9
103 – Revolving Oil & Gas Fund Revenues and Expenditures	10
104 – Economic Development Fund Revenues and Expenditures	11
105 – Spay/Neuter Fund Revenues and Expenditures	12
106 – Hotel/Motel Surcharge Fund Revenues and Expenditures	13
107 – Police Sales Tax Fund Revenues and Expenditures	14
108 – Fire Sales Tax Fund Revenues and Expenditures	15
112 – Tax Increment Fund Revenues and Expenditures.....	16
113 – Drug Forfeiture Fund Revenues and Expenditures.....	17

Debt Service Fund

201 – Debt Service Fund Revenues and Expenditures	18
---	----

Capital Improvement Funds

301 – Capital Improvement Fund Revenues.....	19
301 – Capital Improvement Fund Expenditures	20
302 – Street Improvement Fund Revenues	26
302 – Street Improvement Fund Expenditures.....	27
350 – Pool.....	29

Internal Service Funds

601 – Workers Comp Self-Insurance Fund Revenues and Expenditures	30
--	----

Trust and Agency Funds

701 – Library Fund Revenues and Expenditures	31
702 – Cemetery Perpetual Fund Revenues and Expenditures	32
704 – Senior Citizens Fund Revenues and Expenditures	33
706 – Gifts and Contributions Fund Revenues and Expenditures	34
709 – Sister Cities Fund Revenues and Expenditures.....	35



June 16, 2017

Honorable Mayor and Members of the City Commission
City of Shawnee
Shawnee, Oklahoma

RE: Annual Budget/Financial Plan Presentation to City Commission

Ladies and Gentlemen:

In accordance with the City Manager's duties and responsibilities as outlined in Article III, Section 2-105 of the Shawnee Municipal Code, please find attached hereto the proposed budget for the Fiscal Year (FY) ending June 30, 2018. The recommended budget includes both Operating and Capital Budgets and these spending plans have been prepared with the intent of reflecting the City Commission's goals and initiatives as set forth in the newly adopted Shawnee Strategic Plan.

THE FY 2018 BUDGET IN PERSPECTIVE

The FY 2017-2018 budget for all funds equals \$67,544,831, a decrease of \$2,983,905 from the City of Shawnee budget for FY 2016-2017. Please note that these totals include fund balances.

The City Finance Director and department heads began the budgeting process in early March 2017 developing the budget as a team for review by the City Manager. The City Finance Director and City Manager met to review progress and finalize the draft budget ensuring consistency with the Oklahoma Budget Act. Revenues are projected based on historical data and current trends and conservative projections have been utilized.

Capital improvement projects are submitted by department heads and are selected for funding based on priority and need with consideration given to the recently adopted Shawnee Strategic Plan. Projected salaries and related employer-paid benefits are calculated at the employee level. Maintenance and operating expenditures are budgeted based on historical data and current trends, balancing departmental needs with financial resources. Department heads present their proposed departmental budgets, justifying all expenditures, using zero-based budgeting.

Fiscal year 2016-2017 ended near projection in terms of revenue and the future looks encouraging. While the downturn in the oil and gas industry has had a major impact on the State of Oklahoma and some municipalities, Shawnee is doing reasonably well. The completion of several retail establishments

within the City, new tenants at Shawnee Mall and other current and planned projects around the City all point to increased commerce, livability, and vitality for Shawnee. Increased remittance of sales tax from online shopping is also projected to benefit the City.

The General Fund supports police and fire services, municipal court, city clerk, code enforcement, planning and engineering, animal control, emergency management, street maintenance, traffic control, parks, cemetery, municipal auditorium, community center, senior citizen activities and general administration costs including accounting, payroll, human resources, and information technology services. Budgeted revenues total \$23,468,963 and budgeted expenditures total the same for a balanced budget as required by law.

Competitive and fair wages and benefits are critical to the success of our organization. A few years ago, the City hired a firm to conduct a detailed salary survey so that we would be competitive and improve retention and we adjusted salaries to reflect the findings. Based on projected revenues, we are able to provide employees a 1% COLA this year which will help keep up with inflation. Merit increases to each employee on a performance basis are also included in the budget at a rate of 2.5 percent. Employees will have to pay one-half of the increase in insurance premiums. Negotiations with the collective bargaining units are in process. Table 1 details the projections for the coming fiscal year and provides a comparison to the prior year's budget.

Table 1: FY 2017-2018 Projections and Prior Year comparison.

FUND	2017-2018	2016-2017	INCREASE (DECREASE)	ENDING FUND BALANCE
GENERAL FUND	\$23,468,963	\$22,401,868	1,067,095	\$5,199,902
SHAWNEE MUNICIPAL FUND	\$19,532,454	\$21,828,009	(\$2,295,555)	\$467,755
CAPITAL IMPROV FUND	\$3,124,402	\$2,501,500	\$622,902	\$ 112,642
STREET IMPROV FUND	\$8,232,449	\$8,732,507	(\$500,058)	\$1,647,281
ALL OTHER FUNDS	\$4,062,080	\$4,019,966	\$42,114	\$1,696,903
TOTAL	\$58,420,348	\$59,483,850	(\$1,063,501)	\$9,124,483

As shown above, the overall 2017-2018 proposed budget has decreased over the 2016-2017 budget, as amended, by \$1,063,501 (these numbers do not include fund balance).

The Shawnee Municipal Authority (SMA) and the Shawnee Airport Authority (SAA) budgets and financial plans are included as part of the City budget.

REVENUES

By far, the City's largest source of revenue comes from City Sales Tax, which is showing moderate growth. Therefore, a 2.5% growth in sales tax is budgeted for the fiscal year 2017-2018. Use Tax has increased significantly in the last few budget years due to new construction within the City and the increased collection of tax on internet sales. During fiscal year 2016-2017, the State secured a major agreement with the online retailer *Amazon* and they are now remitting sales tax. We are anticipating to see an additional \$250,000 in Use Tax because of this agreement. Other revenues are projected based on historical data and current trends.

Intergovernmental Revenues includes federal, state, and local grant monies received by the City. The FY 2017-2018 budget includes \$2,115,492 which is comparable to the 2016-2017 budget. The largest portion \$1,579,992 is the money we have to book from the State for the police and fire pension and it is expensed within the appropriate departments.

Fines and Forfeitures includes court fines, fees, and proceeds from the sale of judicially confiscated property. Fiscal year 2017-2018 projections are at \$903,400. We have seen a significant increase in court fines during the last few fiscal years due to changes within our Municipal Court procedures and fine structure.

Licenses and Permits includes building, electrical, plumbing, and business licenses and other licenses or permits of a local nature. These revenues are by nature dependent on the local economy. We have budgeted these revenues with an increase of 25% which incorporates the new fee schedule adopted by the commission that will go into effect July 1. The FY 2017-2018 projection is \$256,510.

Other Sources of Funds includes the operating transfers made between the various funds of the City. The operating transfers are considered a source of funds for the receiving fund and transfers out are a use of funds in the disbursing fund. The operating transfers in for FY 2017-2018 are \$2,276,050. Most of the operating transfers are transfers into the General Fund as payments for services provided to the other funds.

EXPENDITURES

Budgeted wages and related employer-paid benefits of just over \$17,723,550 million are proposed and this comprises approximately 83.93% of the City's General Fund budget. A 1% COLA and annual performance-based merit increases are included in the budgeted wages.

The City contributes to police, fire and non-union employee retirement funds, based on covered wages. The Commission approved a pension reform package in 2013 for non-union employees. Employees hired after the change, are provided a Defined Contribution (DC) Plan and the City contributes a

percentage of the salary based on years of service. Existing employees were given the option of staying with a Defined Benefit (DB) Plan or switching to the DC Plan at the time of plan changes.

This budget includes a contribution rate of 16.5% to the Oklahoma Municipal Retirement Fund for non-union employees that chose the DB plan. Employees that chose the DB plan also contribute an additional 4.25% to help fund it. Since the pension changes were enacted in 2013, the general fund expenses for pension costs are down over \$400,000 on an annual basis. The City's contribution rate for police and fire employees for their respective retirement plans is determined by the State of Oklahoma. The current rate for Fire is 14% and the current rate for Police is 13%.

Workers' compensation expenses are down from previous years. We changed third-party administrators several years ago, and this has cut our cost and we have settled some old cases. In February 2015, Oklahoma law changed and it has also benefited the City by stabilizing costs. Worker compensation allocation will remain at the same level as last year at \$650,000.

Reserves for accrued compensated absences have not been accounted for in the proposed beginning Fund Balance. Compensated absences include earned, but unused, vacation and sick leave for covered employees. The dollar amount of compensated absences must be reported in the City's government-wide financial statements and represents a long-term legal obligation to pay benefits now earned by City employees, which will be paid in the future.

Shawnee Municipal Authority

The Shawnee Municipal Authority (SMA) provides water, sewer, and sanitation services for approximately 12,000 City customers. The SMA relies primarily on payment for services and product delivered and is operated as a business unit (Enterprise Fund). During FY 2014-2015, the engineering firm *Smith, Roberts and Baldeschwiler* completed the master plan that was accepted by the Commission in fall 2014. This plan will help guide the City with regard to utility needs for the next 20 years. FY 2013 had the last of the scheduled rate increases.

Revenues from water sales are projected based on year end estimates with a small increase. Budgeted revenues total \$15,553,110 and budgeted expenditures total \$19,532,454. The discrepancy is a result of projects being carried over from FY 2016-2017 and using additional fund balance for sewer and water distribution repairs and debt service of \$2,096,049. Some of the highlights for SMA Capital Expenditures include \$3 million for engineering for the Sewer and Water Plant upgrade and \$500,000 for waterline rehab and \$500,000 for pipe bursting. Next year, capital improvements will be done only if necessary and SMA will be concentrating on the engineering and design work for the new plants that will start construction in fiscal year 2018-2019.

Shawnee Airport Authority

The Shawnee Regional Airport serves the general aviation needs of the area. The 2017-2018 proposed Shawnee Airport Authority (SAA) business plan includes revenues of \$639,836 and expenditures of \$639,651. The revenues are generated by fuel sales, hangar rental and property leases.

With the FAA grant that we received in 2015-2016 we were able to complete the weather station, apron lighting, and apron hard-stand projects, along with the installation of a new beacon. At this time, all

hanger space is rented and all improved land is leased, while new construction is also occurring. We continue to search for additional ways to generate revenue and increase our hanger space. Fuel sales have leveled off (Figure 1), but we are being competitive with price and looking at ways to increase sales. For fiscal year 2017-2018 there are no major construction projects scheduled to start, but there will be in future fiscal years and funds are being reserved. The City Commission adopted a five-year capital improvement plan during fiscal year 2016-2017 that includes additional grant funding in the near future as well as the potential for a collaborative project between the City, the SAA and the Shawnee Industrial Authority (SIA).

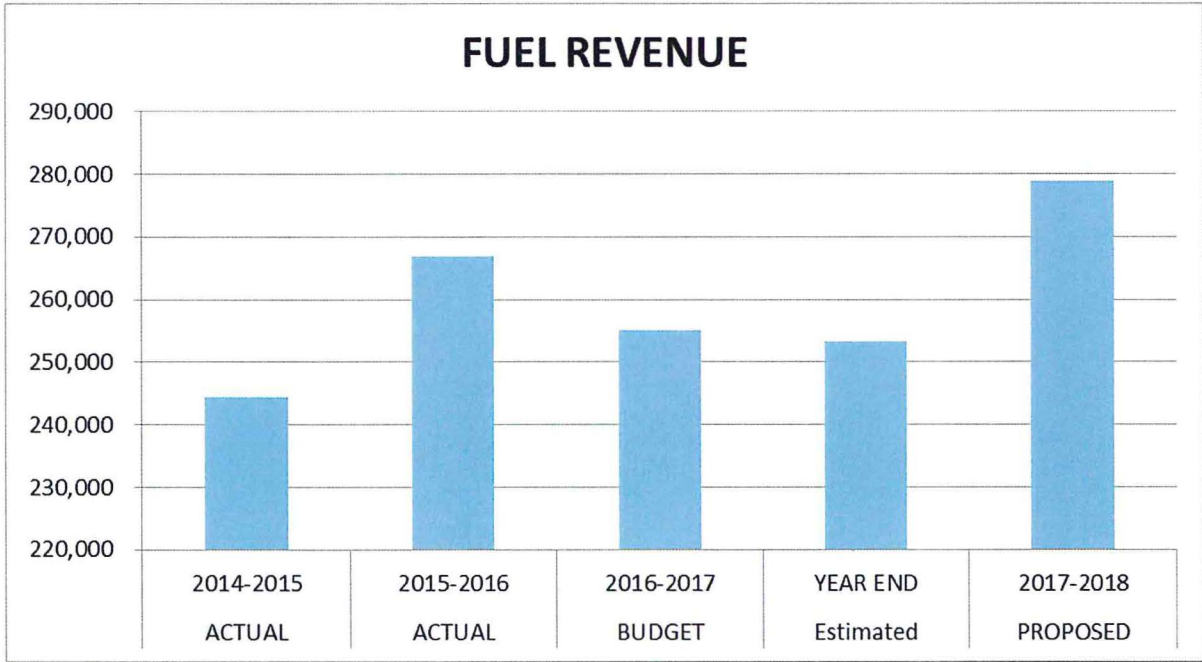


Figure 1: Fuel revenue at the Shawnee Regional Airport.

Capital Improvement Fund

The Capital Improvement Fund budget is \$3,124,402. Sales tax generates approximately \$2.6 million in new money each year. A debt service payment of \$1,209,000 is budgeted to pay for the loan associated with the Shawnee Splash and the Motorola towers and the 2016 debt issuance for the new fire station and trucks. The remaining funds will be used for miscellaneous capital needs such as police cars, wayfinding (signage) and equipment needed for various departments.

Street Improvement Fund

The Street Fund budget is \$8,232,448 which includes fund balance. Money has been reserved for Kickapoo South which could be under construction in late 2017. Budgeted money is also included for the completion of the traffic signalization project, parking lot for Santa Fe Depot, routine street maintenance, sidewalks and ADA accessibility, with money reserved for future projects.

Community Development Block Grant (CDBG)

CDBG programs are not reported in the City's budget since all projects are funded directly by the Department of Housing and Urban Development (HUD) on a reimbursement basis. City CDBG programs are overseen by the Shawnee Urban Renewal Authority (SURA) and the City to provide housing rehabilitation for low-income citizens. The City is a CDBG entitlement city reimbursed directly by HUD for wages, related employer-paid benefits, and construction and rehabilitation expenditures.

FYE 2018 OUTLOOK, SIGNIFICANT ISSUES AND PRIORITIES

We are optimistic about the overall financial condition of Shawnee for the next fiscal year. Through the prudent use of City funds, we expect to provide the citizens of and visitors to Shawnee quality services that rival any other municipality in the State of similar size. A lot has been accomplished during FY 2016-2017. We have made great progress in implementing the Master Trails Plan thanks to the support of the Avedis Foundation. The City now has an adopted Strategic Plan that has a defined mission, vision and set of core values for the City along with a detailed Action Plan and five-year Capital Improvement Plan. Downtown has seen significant improvements with the completion of the streetscape project.

However, some areas of concern remain and new demands and unforeseen events are certain to challenge the City in the new budget year. Staff would like to next emphasize some of the issues that will take priority and some strategies to address these concerns.

Public Expectations vs. Public Resources

There continues to be a desire to expand and increase services within the existing framework of revenues, which are growing only modestly. To accomplish both is a continuing challenge. A continuation of community expectations for new or expanded services will require extensive discussion and deliberation. It will necessitate careful consideration of these demands and the additional revenues or reduction in other services required to compensate for the expansion of certain services. The City will continue to seek grants and intergovernmental collaboration to stretch resources and meet needs, but as previously noted, the majority of the general fund revenue comes from sales tax and we have few alternative sources of revenue at present.

Regulatory Impacts

Particularly in the area of water/sewer and engineering, the City will incur significant increases in costs to obtain regulatory compliance. Accordingly, it is very likely that ratepayers will see substantial additional increases in utility fees in the coming years to fund the necessary improvements. As we proceed with continued implementation of the SMA Master Plan, better cost impacts will be available.

Capital Improvement Plan and Implementation

The City has many capital needs and there is simply not enough funding to accomplish everything that needs to be done. Some of the pressing needs include: upgrades to City Hall and a new central Police Station, significant upgrades to the EXPO Center, street improvements, improvements to Fire stations, City parks (implementation of Parks Master Plan), additional sidewalk and trail upgrades, and continued economic development initiatives, just to name a few. The City's sales tax rate of 3.0% is the lowest of

any City over 7,500 population in the Oklahoma City metropolitan area. The average sales tax rate of other cities in the region is 3.79% and a temporary one-quarter percent (.25) increase in sales tax for a period of five-years would fully fund every capital project listed in the Shawnee Strategic Plan.

FINANCIAL CONDITION

The financial condition and long term outlook for the City is generally positive. Sales tax has shown modest increases over the last three years and with several new developments built, completed, or planned, it should continue to grow. We have strived to improve the quality of life in Shawnee and we could not have accomplished this without the help of many partners, agencies and the community at large. Water and sewer sales are strong and we have built a fund balance that insulates the City in times of stress. The City maintains a Standard and Poor A+ investment risk rating on the City’s Revenue Bonds. Figure 2 illustrates the growth of revenues for the General Fund, while Figure 3 highlights SMA revenue.

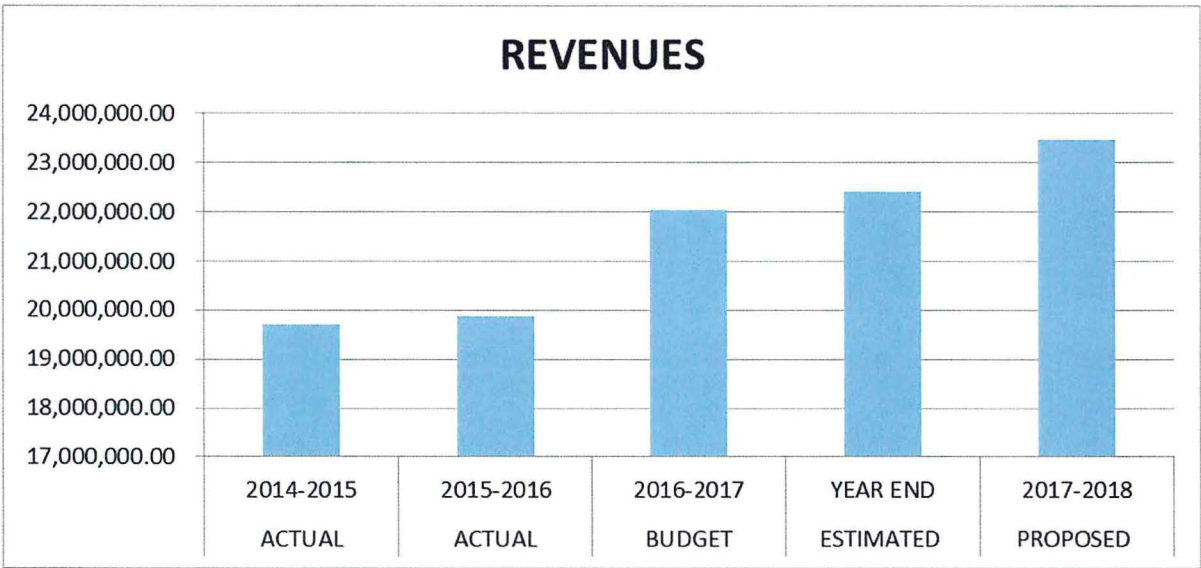


Figure 2: City revenues for the last three years and FY 2017-2018 projection.

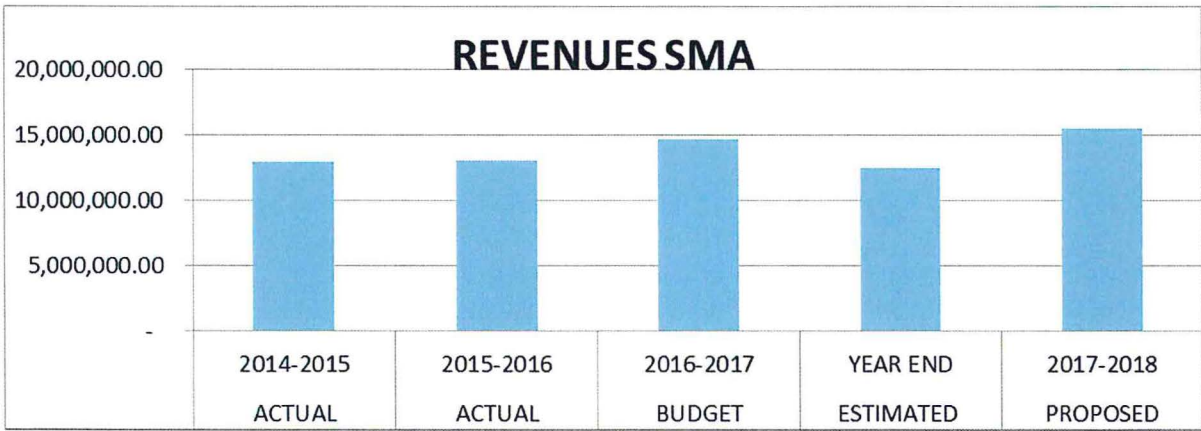


Figure 3: SMA revenues for the last three years and FY 2017-2018 projection.

CONCLUSION

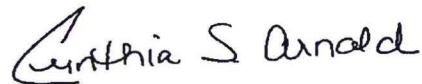
The City Manager's recommended Budget for FY 2017-2018 is the result of diligence on the part of staff who provided the information necessary to bring this document to the City Commission for consideration. The opportunity to maintain and improve the quality of life in Shawnee through implementation of this budget is a challenging and exciting goal that we strive to meet every day.

We look forward to working with the City Commission to accomplish important endeavors and to promote our adopted mission to: *serve the community, strive for progress and support and improve the quality of life.*

Respectfully submitted,



Justin Erickson
City Manager



Cynthia S. Arnold
Finance Director/City Treasurer

Attachment: FY 2017-2018 proposed budget

CITY OF SHAWNEE
FISCAL YEAR 2017-2018

	2014-2015 ACTUAL	2015-2016 ACTUAL	2016-2017 BUDGET	2016-2017 ESTIMATE	2017-2018 BUDGET
001 GENERAL FUND					
Beginning fund balance	6,674,799	6,278,515	4,740,425	4,740,425	5,199,902
Total Revenues	20,642,958	21,641,201	21,623,438	22,401,868	23,468,963
Total Expenses	21,039,242	23,179,291	21,075,106	21,942,391	23,468,963
End of Year Adjustment					
Ending Fund Balance	6,278,515	4,740,425	5,288,758	5,199,902	5,199,902
101 Street & Alley Fund					
Beginning fund balance	(178)	(36,377)	(89,392)	(89,392)	2,883
Total Revenues	384,712	351,735	414,600	559,275	414,600
Total Expenses	420,911	404,750	414,600	467,000	414,600
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	(36,377)	(89,392)	(89,392)	2,883	2,883
102 E-911 Fund					
Beginning fund balance	53,185	50,752	25,799	25,799	62,479
Total Revenues	716,083	212,359	230,000	295,900	245,000
Total Expenses	718,516	237,312	230,000	259,220	238,100
End of Year Adjustment					-
Ending Fund Balance	50,752	25,799	25,799	62,479	69,379
103 REVOLVING OIL & GAS FUND					
Beginning fund balance	264,729	273,979	283,229	283,229	292,479
Total Revenues	9,250	9,250	9,250	9,250	9,250
Total Expenses	-	-	9,250	-	9,250
End of Year Adjustment					-
Ending Fund Balance	273,979	283,229	283,229	292,479	292,479
104 ECONOMIC DEVELOPMENT FUND					
Beginning fund balance	196,994	185,656	187,745	187,745	159,681
Total Revenues	288,829	299,339	335,032	937,936	305,404
Total Expenses	300,167	297,250	306,000	966,000	306,000
End of Year Adjustment					-
Ending Fund Balance	185,656	187,745	216,777	159,681	159,085
105 SPAY/NEUTER FUND					

CITY OF SHAWNEE
FISCAL YEAR 2017-2018

	2014-2015 ACTUAL	2015-2016 ACTUAL	2016-2017 BUDGET	2016-2017 ESTIMATE	2017-2018 BUDGET
Beginning fund balance	18,462	19,937	21,017	23,617	23,717
Total Revenues	3,500	2,505	4,800	2,600	3,000
Total Expenses	2,025	1,425	2,200	2,500	2,800
End of Year Adjustment					-
Ending Fund Balance	19,937	21,017	23,617	23,717	23,917

106 HOTEL/MOTEL SURCHARGE FUND

Beginning fund balance	58,516	56,265	131,308	131,308	129,074
Total Revenues	505,637	496,772	515,512	485,000	497,125
Total Expenses	507,888	421,729	453,979	487,234	497,125
End of Year Adjustment					
Ending Fund Balance	56,265	131,308	192,841	129,074	129,074

107 POLICE SALES TAX FUND

Beginning fund balance	47,662	48,829	49,220	49,220	49,460
Total Revenues	361,026	374,159	400,513	392,516	410,775
Total Expenses	359,859	373,768	400,513	392,276	410,525
End of Year Adjustment					
Ending Fund Balance	48,829	49,220	49,220	49,460	49,710

108 FIRE SALES TAX FUND

Beginning fund balance	47,662	48,829	49,220	49,220	49,460
Total Revenues	361,026	374,159	400,513	392,516	410,775
Total Expenses	359,859	373,768	400,513	392,276	410,525
End of Year Adjustment					
Ending Fund Balance	48,829	49,220	49,220	49,460	49,710

112 TAX INCREMENT FINANCE FUND

Beginning fund balance	518,957	575,580	75,462	75,462	122,875
Total Revenues	56,623	74,882	50,500	47,413	60,000
Total Expenses	-	575,000	-	-	-
End of Year Adjustment	-		-	-	-
Ending Fund Balance	575,580	75,462	125,962	122,875	182,875

113 DRUG FORFEITURE FUND

CITY OF SHAWNEE
FISCAL YEAR 2017-2018

	2014-2015 ACTUAL	2015-2016 ACTUAL	2016-2017 BUDGET	2016-2017 ESTIMATE	2017-2018 BUDGET
Beginning fund balance	7,899	8,361	12,897	12,897	14,726
Total Revenues	9,080	20,967	148,140	151,718	10,000
Total Expenses	8,618	16,431	150,652	149,889	10,000
End of Year Adjustment	-				-
Ending Fund Balance	8,361	12,897	10,385	14,726	14,726
201 DEBT SERVICE FUND					
Beginning fund balance	114,407	138,094	165,417	165,417	69,349
Total Revenues	23,687	27,323	26,830	28,932	29,500
Total Expenses	-	-	125,000	125,000	-
End of Year Adjustment	-				-
Ending Fund Balance	138,094	165,417	67,247	69,349	98,849
301 CAPITAL IMPROVEMENT FUND					
Beginning fund balance	2,534,535	-	(359,302)	(359,302)	112,642
Total Revenues	4,546,246	3,017,325	2,501,500	2,691,035	2,487,500
Total Expenses	7,080,781	3,376,627	2,538,345	2,578,393	2,481,045
End of Year Adjustment	-		-	-	-
Ending Fund Balance	-	(359,302)	(396,147)	112,642	119,097
302 STREET IMPROVEMET FUND					
Beginning fund balance	4,842,503	5,679,126	6,818,916	5,679,126	6,389,730
Total Revenues	3,241,051	3,241,051	3,233,725	3,310,700	3,490,000
Total Expenses	2,101,261	2,101,261	8,732,507	4,879,676	8,232,449
End of Year Adjustment	-				-
Ending Fund Balance	5,679,126	6,818,916	1,320,134	4,110,150	1,647,281
350 POOL FUND					
Beginning fund balance	-		(1,461)	(1,461)	(11)
Total Revenues	67,010	21,070	136,926	230,000	257,500
Total Expenses	45,940	236,212	136,926	228,550	230,000
End of Year Adjustment		258,743	-	-	-
Ending Fund Balance	21,070	(1,461)	(1,461)	(11)	27,489
601 WORK COMP SELF-INSUR FUND					
Beginning fund balance	536,335	565,976	290,893	290,893	505,893
Total Revenues	676,930	683,784	660,500	650,000	660,500
Total Expenses	647,289	958,867	660,500	435,000	660,500

CITY OF SHAWNEE
FISCAL YEAR 2017-2018

	2014-2015 ACTUAL	2015-2016 ACTUAL	2016-2017 BUDGET	2016-2017 ESTIMATE	2017-2018 BUDGET
End of Year Adjustment	-		-	-	-
Ending Fund Balance	565,976	290,893	290,893	505,893	505,893
701 LIBRARY FUND					
Beginning fund balance	(14,145)	(20,518)	(49,633)	(49,633)	335
Total Revenues	88,999	74,000	89,000	129,000	89,000
Total Expenses	95,372	103,115	91,700	79,032	74,000
End of Year Adjustment	-		-	-	-
Ending Fund Balance	(20,518)	(49,633)	(52,333)	335	15,335
702 CEMETERY PERPETUAL FUND					
Beginning fund balance	175,716	177,962	180,618	180,618	162,039
Total Revenues	4,404	2,656	5,000	5,421	5,000
Total Expenses	2,158	-	69,778	24,000	69,778
End of Year Adjustment	-				-
Ending Fund Balance	177,962	180,618	115,840	162,039	97,261
704 SENIOR CITIZENS FUND					
Beginning fund balance	21,219	21,219	21,219	21,219	21,219
Total Revenues	-	-	-	-	-
Total Expenses	-	-	-	-	-
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	21,219	21,219	21,219	21,219	21,219
706 GIFTS AND CONTRIBUTIONS					
Beginning fund balance	91,651	93,147	94,808	94,808	97,898
Total Revenues	1,496	1,661	-	4,171	-
Total Expenses	-	-	-	1,081	-
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	93,147	94,808	94,808	97,898	97,898
709 SISTER CITY FUND					
Beginning fund balance	(1,250)	(1,250)	-	-	-
Total Revenues	22,484	23,734	31,000	15,015	15,000
Total Expenses	22,484	22,484	31,000	15,000	15,000
End of Year Adjustment					
Ending Fund Balance	(1,250)	-	-	15	-

GENERAL FUND

Number	Description	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
4001	SALES TAX	11,544,211	11,964,210	12,570,644	12,957,244	13,345,961
4002	USE TAX	1,310,543	1,580,404	1,600,000	1,630,349	2,030,350
4003	ALCOHOLIC BEVERAGE TAX	118,209	116,715	135,000	128,134	135,000
4006	CIGARETTE TAX	203,841	213,753	220,000	209,816	225,000
4013	ONG FRANCHISE TAX	308,620	282,157	310,000	290,802	310,000
4014	OG&E FRANCHISE TAX	1,152,234	1,047,836	1,250,000	1,150,000	1,250,000
4015	SOUTHWESTERN BELL FRANCH.	36,487	41,913	40,000	39,459	40,000
4016	ALLEGIANCE COMM FRANCHISE	77,503	63,313	70,000	63,700	70,000
4017	OCCUPATIONAL TAX	13,100	14,300	17,000	16,450	17,000
4018	CVEC FRANCHISE	123,283	108,235	135,000	118,000	135,000
4049	NUISANCE / OTHER TAXES	49,150	30,020	50,000	38,000	50,000
	TOTAL TAXES	14,937,181	15,462,856	16,397,644	16,641,954	17,608,311
4101	FEDERAL GRANT REVENUE	257,570	195,752	150,000	225,000	200,000
4102	STATE GRANT REVENUE	66,650	12,839	-	55,000	65,000
4104	INTERLOCAL AGREE. REV.	67,564	72,324	87,500	84,104	87,500
4106	INCARCERATION COSTS	53,565	41,666	50,000	50,000	50,000
4111	SHAWNEE HOUSING AUTH./ IA	76,246	78,152	78,000	76,246	78,000
4112	INDEPEND. SCHOOL DIST./IA	15,000	15,000	15,000	15,000	15,000
4113	RE-ACT - IA	49,132	52,377	36,000	36,000	36,000
4120	MCLLOUD DISPATCH	183,500	236,500	-	-	-
4145	SHELTER GRANT	1,192	35,485	4,000	4,000	4,000
4155	UNZER GRANT	17,866	-	-	-	-
4105	COPS GRANT	339,116	296,005	-	212,500	-
4140	SAFR GRANT	1,345,049	1,579,992	1,579,992	1,579,992	1,579,992
4149	OTHER INTERGOVT. REV.					
	TOTAL INTERGOVERNMENTAL	2,472,450	2,616,093	2,000,492	2,337,842	2,115,492
4202	BUILDING PERMITS	111,433	122,494	125,000	120,000	156,250
4203	PLUMBING PERMITS	10,940	14,160	15,000	14,000	19,500
4204	ELECTRICAL PERMITS	3,240	1,765	5,000	4,800	7,500
4205	ZONING PERMITS & APPLICATIONS	8,077	8,419	9,000	8,500	13,000
4206	HEATING & A/C PERMITS	14,440	13,285	15,000	12,000	20,000
4212	PET LICENSES & POUND FEE	11,147	9,518	9,000	8,000	11,260
4216	GARAGE SALE PERMITS	10,130	10,062	14,000	12,000	14,000
4249	OTHER PERMITS	9,900	22,865	10,000	8,500	15,000
	TOTAL LICENSES AND PERMITS	179,307	202,567	202,000	187,800	256,510
4301	MUNICIPAL COURT FINES	477,464	537,151	650,000	528,000	650,000
4302	MUNICIPAL COURT COSTS	118,180	143,283	180,000	161,000	180,000
4304	JUVENILE ADMIN. COSTS	3,540	2,727	3,400	3,200	3,400
4305	JUVENILE FINES	5,934	4,664	5,000	5,000	5,000
4333	TECHNOLOGY FEE	-	17,874	15,000	15,000	15,000
4340	COMMUNICATION FEE	-	17,881	15,000	15,000	15,000
4350	VECH IMPOUND FEES	32,500	35,000	35,000	35,000	35,000
	TOTAL FINES	637,618	758,580	903,400	762,200	903,400

GENERAL FUND

GENERAL FUND

Number	Description	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
4517	INSUFFICIENT CHECK FEES	140	105	300	275	600
4550	FIRE PROTECTIONS SERVICES	8,234	8,234	10,000	10,000	12,000
4604	COEDD BLDG. RENTAL REV.	12,000	12,000	12,000	12,000	12,000
4610	CDBG RENTAL REVENUE	-	12,000	12,000	12,000	12,000
4606	COMMUNITY BLDG RENTAL	-	-	-	8,500	10,000
4650	MUNICIPAL AUDITORIUM	-	-	-	2,500	10,000
4660	PARK RESERVATIONS	-	-	-	-	10,000
4665	EXPO- PARKS	-	-	-	20,000	20,000
4696	T-MOBILE TOWER RENTAL	10,164	13,321	11,000	14,500	15,000
4699	OTHER RENTAL REVENUE	4,003	-	5,000	5,000	5,000
4701	INTEREST INCOME	8,571	11,016	10,000	8,500	10,000
4702	INTEREST INC. - SALES TAX	8,816	8,962	13,500	8,500	13,500
4703	INTEREST INC. - USE TAX	1,042	1,230	1,500	1,500	1,500
4803	OIL & GAS ROYALTIES	13,145	4,239	13,000	-	-
4804	INSURANCE RECOVERY	19,382	86,581	-	1,800	-
4806	CEMETERY LOT SALES	9,100	5,250	14,000	8,500	14,000
4807	OTHER CEMETERY REVENUE	21,731	13,344	25,000	20,000	25,000
4808	FIRE RUNS	3,875	10,539	25,000	15,000	25,000
4809	SALE OF SURPLUS PROPERTY	26,076	4,403	25,000	4,000	25,000
4812	CASH LONG/SHORT	39	443	-	195	-
4815	POLICE REPORTS	160	416	500	500	500
4820	PCDA REVENUE	-	-	-	-	-
4821	ESSENTIALS OF CRIMINAL INVEST	3,211	-	-	-	-
4822	OTHER MISC. REVENUE	65,770	26,490	25,000	23,000	25,000
4823	MISC REVENUE-FINGER PRINTING	4,680	4,224	4,600	4,500	4,600
4825	REFUNDS & REIMBURSMENTS	19,651	22,611	30,000	25,000	30,000
4826	COUNTY PRISONER-REIMBURSE	-	-	-	-	-
4827	PROJECT HEART REVENUE	6,000	6,000	6,000	6,000	6,000
4828	PHONE REIMBURSMENTS	-	-	-	-	-
4840	PLANNING COPY/MAP FEES	250	650	500	250	500
4841	ENGINEERING COPY/SPEC. FEES	918	1,210	2,000	500	2,000
4860	SAFE ROOM REBATE REVENUE					
4870	INTERDEPARTMENTAL REVENUE					
	TOTAL OTHER REVENUE	246,958	253,269	245,900	212,520	289,200
4915	REPAYMENT OF LOAN sma	250,000	250,000	125,000	125,000	125,000
	TRANSFER FROM FUND BALANCE	1,100,000	1,250,000	1,250,000	1,250,000	1,250,000
4925	TRANSFER FROM SMA	-				
4930	TRANSFER FROM CDBG 02					
4943	TRNS FROM POLICE TAX FUND	359,859	373,768	400,513	392,276	410,525
4944	TRANSF FROM FIRE TAX FUND	359,585	373,768	400,513	392,276	410,525
4950	TRANSFER FROM CAPITAL IMPRV	-				
4951	TRANSFER FROM STREET IMPV	100,000	100,000	100,000	100,000	100,000
	TOTAL TRANSFERS	2,169,444	2,347,536	2,276,026	2,259,553	2,296,050
	TOTAL REVENUE	20,642,958	21,640,901	22,025,462	22,401,868	23,468,963

SUMMARY-EXPENSES

DEPARTMENT	ACTUAL 2014-2015		ACTUAL 2015-2016		BUDGET 2016-2017		ESTIMATED YEAR END		PROPOSED 2017-2018	
CITY MANAGER	\$	631,412	\$	452,652	\$	507,394	\$	505,450	\$	551,037
CITY ATTORNEY	\$	256,354	\$	305,385	\$	200,000	\$	240,000	\$	200,000
ACCOUNTING	\$	553,712	\$	544,765	\$	598,287	\$	558,932	\$	593,356
INFORMATION SERVICES	\$	400,202	\$	479,757	\$	558,057	\$	525,592	\$	606,362
MUNICIPAL COURT	\$	538,902	\$	576,916	\$	630,100	\$	593,179	\$	513,680
CITY CLERK	\$	286,517	\$	292,911	\$	330,113	\$	301,367	\$	356,278
HUMAN RESOURCES	\$	379,746	\$	396,858	\$	411,321	\$	404,563	\$	437,322
COMMUNITY DEVELOP	\$	701,602	\$	679,728	\$	732,738	\$	673,667	\$	746,938
POLICE ADMINISTRATION	\$	542,007	\$	552,200	\$	651,962	\$	626,242	\$	689,002
POLICE PATROL	\$	5,106,164	\$	5,273,379	\$	5,123,552	\$	5,372,639	\$	5,885,687
CRIMINAL INVESTIGATION	\$	698,747	\$	733,251	\$	652,932	\$	686,275	\$	706,620
ANIMAL CONTROL	\$	241,131	\$	269,777	\$	284,893	\$	218,578	\$	253,768
DISPATCH	\$	658,323	\$	688,886	\$	774,710	\$	705,428	\$	758,361
FIRE PREVENTIONS	\$	543,967	\$	578,959	\$	649,767	\$	687,846	\$	688,737
FIRE SUPPRESSION	\$	4,881,872	\$	5,376,180	\$	5,083,517	\$	5,093,740	\$	5,278,400
FIRE TRAINING	\$	183,839	\$	184,329	\$	193,945	\$	192,334	\$	207,633
EMERGENCY MANAGEMENT	\$	494,717	\$	646,002	\$	430,417	\$	572,485	\$	467,271
LEPC	\$	6,979	\$	759	\$	5,500	\$	21,173	\$	5,500
ENGINEERING	\$	384,817	\$	443,178	\$	501,762	\$	457,699	\$	491,454
STREETS	\$	915,407	\$	941,519	\$	1,064,619	\$	935,262	\$	1,100,987
TRAFFIC CONTROL	\$	268,319	\$	296,944	\$	297,636	\$	262,372	\$	312,272
PARKS	\$	894,865	\$	807,081	\$	833,396	\$	835,269	\$	880,390
CEMETERY	\$	195,225	\$	209,430	\$	220,934	\$	204,711	\$	235,227
MUNICIPAL AUDITORIUM	\$	19,395	\$	18,995	\$	27,200	\$	16,235	\$	27,200
COMMUNITY CENTER	\$	47,217	\$	44,665	\$	44,300	\$	11,400	\$	9,100
SENIOR CITIZENS	\$	95,318	\$	1,193,964	\$	108,000	\$	118,100	\$	108,000
EXPO	\$	391,577	\$	560,613	\$	486,193	\$	509,696	\$	500,000
EQUIPMENT SERVICES	\$	382,227	\$	400,600	\$	396,612	\$	359,100	\$	414,216
BUILDING MAINTENANCE	\$	77,487	\$	105,008	\$	81,901	\$	96,057	\$	106,579
TRANSFERS	\$	124,600	\$	124,600	\$	124,640	\$	157,000	\$	335,000
TRANSFER TO FUND BALANCE	\$	-	\$	-	\$	-	\$		\$	2,586
	\$	20,902,647	\$	23,179,291	\$	22,006,398	\$	21,942,391	\$	23,468,963

SPECIAL REVENUE FUNDS

**101 STREET AND ALLEY FUND
2017-2018 BUDGET REVENUES AND EXPENSES**

	REVENUES	Description	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
101-4006		MOTOR VEHICLE TA	234,932	226,586	250,000	234,275	250,000
101-4007		EXCISE TAX	56,907	61,149	57,000	56,400	57,000
		TOTAL TAXES	291,839	287,735	307,000	290,675	307,000
101-4249		OTHER PERMITS	1,125	2,825	1,000	2,100	1,000
101-4701		INTEREST INCOME		-			
		TRANSFER FROM GE	85,390	6,360	6,360	6,500	6,360
101-4822		OTHER MISC INCONV	6,358	57,640	100,240	260,000	100,240
		OTHER	\$ 92,873	64,000	107,600	268,600	107,600
		TOTAL INCOME	\$ 384,712	\$ 351,735	\$ 414,600	\$ 559,275	\$ 414,600
BEGINNING FUND BALANCE			\$ (178)	\$ (36,377)	\$ (89,392)	\$ (89,392)	\$ 2,883
TOTAL SOURCE OF FUNDS INCL FB			\$ 384,534	\$ 315,358	\$ 325,208	\$ 469,883	\$ 417,483
EXPENDITURES							
101-5-0920-5320		NATURAL GAS			\$ -	\$ -	\$ -
101-5-0920-5321		ELECTRICITY	\$ 420,911	\$ 404,750	\$ 414,600	\$ 467,000	\$ 414,600
101-5-0920-5420		CAPITAL OUTLAY				\$ -	\$ -
		TOTAL EXPENSES	\$ 420,911	\$ 404,750	\$ 414,600	\$ 467,000	\$ 414,600
ESTIMATED ENDING FUND BALANCE			\$ (36,377)	\$ (89,392)	\$ (89,392)	\$ 2,883	\$ 2,883
TOTAL USE OF FUNDS			\$ 384,534	\$ 315,358	\$ 325,208	\$ 469,883	\$ 417,483

102 E-911 FUND
2017-2018 BUDGET REVENUES AND EXPENSES

	Description	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
REVENUES						
102-4012	E-911	216,083	212,359	230,000	295,900	245,000
102-4701	INTEREST INCOME	-	-	-	-	-
102-4950	TRANS FROM FB	500,000	-	-	-	-
TOTAL REVENUES		716,083	212,359	230,000	295,900	245,000
BEGINNING FUND BALANCE		53,185	50,752	25,799	25,799	62,479
TOTAL SOURCE OF FUNDS INCL FB		769,268	263,111	255,799	321,699	307,479
EXPENDITURES						
102-5-0740-5210	OFFICE & COMPUTER SUPP	-	-	-	-	-
102-5-0740-5220	TOOLS & MINOR EQUIP	-	-	-	-	-
102-5-0740-5325	TELEPHONE	134,471	151,696	125,000	155,000	155,000
102-5-0740-5350	SOFTWARE PURCHASES	13,787	8,641	15,000	12,000	15,000
102-5-0740-5345	TRAVEL	-	-	2,500	1,000	2,500
102-5-0740-5340	TRAINING	1,940	43,504	10,000	1,000	10,000
102-5-0740-5399	CONTINGENCY	13,236	33,471	77,500	90,220	-
102-5-0740-5450	CAPITAL OUTLAY-EQUIP	555,083	-	-	-	55,600
TOTAL EXPENSES		718,516	237,312	230,000	259,220	238,100
ESTIMATED ENDING FUND BALANCE		50,752	25,799	25,799	62,479	69,379
TOTAL USE OF FUNDS		769,268	263,111	255,799	321,699	307,479

**103 REVOLVING GAS & OIL
2017-2018 BUDGET REVENUES AND EXPENSES**

Number REVENUES	Description	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
103-4207	DRILLING PERMITS			-	-	-
103-4208	RENEWAL PERMITS	9,250	9,250	9,250	9,250	9,250
103-4701	INTEREST INCOME	-	-	700	-	-
103-4213	PLUGGING FEES	700	-	-	-	-
	TOTAL REVENUE	9,250	9,250	9,250	9,250	9,250
BEGINNING FUND BALANCE		264,729	273,979	273,979	273,979	283,229
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		273,979	283,229	283,229	283,229	292,479
EXPENSES						
103-5-0710-5314	INSPECTIONS & TESTING	-	-	9,150	-	9,150
103-5-0710-5353	LEGAL ADVERTISING	-	-	-	-	-
103-5-0710-5399	CONTINGENCY	-	-	100	-	100
	TOTAL EXPENSES	-	-	9,250	-	9,250
ESTIMATED ENDING FUND BALANCE		273,979	283,229	273,979	283,229	283,229
TOTAL USE OF FUNDS		273,979	283,229	283,229	283,229	292,479

**104 ECONOMIC DEVELOPMENT FUN
2017-2018 BUDGET REVENUES AND EXPENSES**

REVENUES	Description	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
104-4001	SALES TAX	288,610	299,111	334,802	297,711	305,154
104-4102	STATE GRANT REVENUE	-	-		-	
104-4110	AVEDIS GRANT	-	-		440,000	
	SALE OF PROPERTY				200,000	
104-4701	INTEREST INCOME	-	-	-	-	-
104-4702	INTEREST INCOME-SALES TAX	219	228	230	225	250
104-4916	TRANSFER FROM CAP IMPROV	-				
	TOTAL REVENUE	288,829	299,339	335,032	937,936	305,404
BEGINNING FUND BALANCE		196,994	185,656	187,745	187,745	159,681
TOTAL SOURCE OF FUNDS INCLUDING FB		485,823	484,995	522,777	1,125,681	465,085
EXPENSES						
104-5-1310-5330	COMMUNITY SERVICE CONTS			-	-	-
104-5-1310-5339	OTHER CONTRACTUAL SERVICES	54,167	50,000	60,000	60,000	60,000
104-5-1310-5368	INDUSTRIAL DEVL CONTRACT	231,000	231,000	231,000	231,000	231,000
104-5-1310-5450	CAPITAL OUTLAY			-	660,000	-
	TOTAL EXPENSES	285,167	281,000	291,000	951,000	291,000
TRANSFERS						
104-5-5030-5326	TRANSFER TO SAA	-	-	-	-	-
104-5-5030-5627	TRANSFER TO SCCDA	-	-	-	-	-
104-5-5030-5640	PYMNTS TO UNIT SCCD	-	-	-	-	-
104-5-5030-5641	TRANSFER TO SISTER CITIES	15,000	16,250	15,000	15,000	15,000
	TOTAL ECONOMIC DEVELOP	300,167	297,250	306,000	966,000	306,000
ESTIMATED ENDING FUND BALANCE		185,656	187,745	216,777	159,681	159,086
TOTAL USE OF FUNDS		485,823	484,995	522,777	1,125,681	465,086

**105 SPAY AND NUTER FUND
2017-2018 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
105-4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST INCOME	-	-	-	-	-
105-4814	SPAY/NEUTER REVENUE	3,500	2,505	4,800	2,600	3,000
	TOTAL REVENUES	3,500	2,505	4,800	2,600	3,000
	TOTAL SPAY/NEUTER FUND	3,500	2,505	4,800	2,600	3,000
BEGINNING FUND BALANCE		18,462	19,937	21,017	23,617	23,717
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		21,962	22,442	25,817	26,217	26,717
EXPENSES						
105-5-0640-5339	OTHER CONTRACTUAL SERVICES	-	-	-	-	-
	TOTAL OTHER CONTRACTUAL SERVICES	-	-	-	-	-
105-5-0640-5366	SPAY/NEUTER EXP/REFUNDS	2,025	1,425	2,200	2,500	2,800
	TOTAL REFUNDS	2,025	1,425	2,200	2,500	2,800
	TOTAL EXPENDITURES	2,025	1,425	2,200	2,500	2,800
ESTIMATED FUND BALANCE		19,937	21,017	23,617	23,717	23,917
TOTAL USE OF FUNDS		21,962	22,442	25,817	26,217	26,717

**106 HOTEL/MOTEL SURCHARGE FUND
2017-2018 BUDGET REVENUES AND EXPENSES**

REVENUES						
ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
4004	HOTEL/MOTEL SURCHARGE	505,637	496,772	515,000	485,000	497,125
	TOTAL HOTEL/MOTEL SURCHARGE	505,637	496,772	515,000	485,000	497,125
				-		
4102	STATE GRANT REVENUE	-	-	-	-	-
	TOTAL STATE GRANT REVENUE	-	-	-	-	-
	TOTAL HOTEL/MOTEL SURCHARGE FD	505,637	496,772	515,000	485,000	497,125
BEGINNING FUND BALANCE		58,516	56,265	131,308	131,308	129,074
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		564,153	553,037	646,308	616,308	626,199
EXPENSES						
5-5020-5339	OTHER CONTRACTUAL SERVICES	507,888	421,729	429,990	464,350	497,125
5-5020-5625	TRANSFER TO SMA		-	23,989	22,884	-
5-5020-5399	CONTINGENCY			-	-	-
	TOTAL OTHER SERVICES & CHARGES	507,888	421,729	453,979	487,234	497,125
ESTIMATED FUND BALANCE		56,265	131,308	192,329	129,074	129,074
TOTAL USE OF FUNDS		564,153	553,037	646,308	616,308	626,199

**107 POLICE SALES TAX FUND
2017-2018 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
4001	SALES TAX	360,751	373,875	400,513	392,276	410,525
	TOTAL SALES TAX	360,751	373,875	400,513	392,276	410,525
4701	INTEREST INCOME	-	-	-	-	-
4702	INTEREST INC. - SALES TAX	275	284	250	240	250
	TOTAL INTEREST INCOME	275	284	250	240	250
	TOTAL SALES & INTEREST INCOME	361,026	374,159	400,763	392,516	410,775
BEGINNING FUND BALANCE		47,662	48,829	49,220	49,220	49,460
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		408,688	422,988	449,983	441,736	460,235
EXPENSES						
5-0620-5399	CONTINGENCY			-	-	-
	TOTAL CONTINGENCY			-	-	-
5-5030-5601	TRANSFERS TO GENERAL FUND	359,859	373,768	400,513	392,276	410,525
	TOTAL TRANSFER TO OTHER FUNDS	359,859	373,768	400,513	392,276	410,525
	TOTAL CONTINGENCY & TRANSFERS	359,859	373,768	400,513	392,276	410,525
ESTIMATED ENDING FUND BALANCE		48,829	49,220	49,470	49,460	49,710
TOTAL USE OF FUNDS		408,688	422,988	449,983	441,736	460,235

**108 FIRE SALES TAX FUND
2017-2018 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
4001	SALES TAX	360,751	373,875	400,513	392,276	410,525
	TOTAL SALES TAX	360,751	373,875	400,513	392,276	410,525
4701	INTEREST INCOME	-	-	-	-	-
4702	INTEREST INC. - SALES TAX	275	284	250	240	250
	TOTAL INTEREST INCOME	275	284	250	240	250
	TOTAL SALES & INTEREST INCOME	361,026	374,159	400,763	392,516	410,775
BEGINNING FUND BALANCE		45,745	46,912	49,220	49,220	49,460
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		406,771	421,071	449,983	441,736	460,235
EXPENSES						
5-0620-5399	CONTINGENCY			-	-	-
	TOTAL CONTINGENCY			-	-	-
5-5030-5601	TRANSFERS TO GENERAL FUND	359,859	373,768	400,513	392,276	410,525
	TOTAL TRANSFER TO OTHER FUNDS	359,859	373,768	400,513	392,276	410,525
	TOTAL CONTINGENCY & TRANSFERS	359,859	373,768	400,513	392,276	410,525
ESTIMATED ENDING FUND BALANCE		46,912	49,220	49,470	49,460	49,710
TOTAL USE OF FUNDS		406,771	422,988	449,983	441,736	460,235

**112 TAX INCREMENT FINANCE FUND
2017-2018 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
4008	AD VALOREM TAXES	56,623	74,882	50,000	47,413	60,000
	TOTAL TAXES	56,623	74,882	50,000	47,413	60,000
4701	INTEREST INCOME	-	-	500	-	-
	TOTAL INTEREST INCOME	-	-	500	-	-
	TOTAL REVENUES	56,623	74,882	50,500	47,413	60,000
BEGINNING FUND BALANCE		518,957	575,580	75,462	75,462	122,875
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		<u>575,580</u>	<u>650,462</u>	<u>125,962</u>	<u>122,875</u>	<u>182,875</u>
	EXPENSES		575,000	-	-	-
ESTIMATED ENDING FUND BALANCE		575,580	75,462	125,962	122,875	182,875
TOTAL USE OF FUNDS		<u>575,580</u>	<u>650,462</u>	<u>125,962</u>	<u>122,875</u>	<u>182,875</u>

**113 DRUG FORFEITURE FUND
2017-2018 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
4107	DRUG FORFEITURE	9,080	20,967	148,140	151,718	10,000
	TOTAL TAXES	9,080	20,967	148,140	151,718	10,000
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST INCOME	-	-	-	-	-
	TOTAL REVENUES	9,080	20,967	148,140	151,718	10,000
BEGINNING FUND BALANCE		7,899	8,361	12,897	12,897	14,726
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		16,979	29,328	161,037	164,615	24,726
	EXPENSES	8,618	16,431	150,652	149,889	10,000
ESTIMATED ENDING FUND BALANCE		8,361	12,897	10,385	14,726	14,726
TOTAL USE OF FUNDS		16,979	29,328	161,037	164,615	24,726

DEBT SERVICE

**201 DEBT SERVICE FUND
2017-2018 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
4008	AD VALOREM TAXES- CURRENT	-		-	-	-
4009	AD VALOREM TAXES- PRIOR					
4010	PAYMENT IN LIEU OF TAXES THIRD PENNY DEBT	23,687	27,323	26,830	28,932	29,500
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST INCOME	-	-	-	-	-
	TOTAL REVENUES	23,687	27,323	26,830	28,932	29,500
BEGINNING FUND BALANCE		114,407	138,094	165,417	165,417	69,349
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		<u>138,094</u>	<u>165,417</u>	<u>192,247</u>	<u>194,349</u>	<u>98,849</u>
	EXPENSES	-		125,000	125,000	-
ESTIMATED FUND BALANCE		138,094	165,417	67,247	69,349	98,849
TOTAL USE OF FUNDS		<u>138,094</u>	<u>165,417</u>	<u>192,247</u>	<u>194,349</u>	<u>98,849</u>

CAPITAL

**301 CAPITAL IMPROVEMENT
2017-2018 BUDGET REVENUES**

ACCOUNT NUMBER	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
4001 SALES TAX	2,232,696	2,322,070	2,410,000	2,399,450	2,626,178
TOTAL TAXES	2,232,696	2,322,070	2,410,000	2,399,450	2,626,178
4101 FEDERAL GRANT REVENUE	-	-	-	-	-
4102 STATE GRANT REVENUE	110,000	-	-	-	-
4148 OTHER FUNDING SOURCES	4,546,246	688,398	14,000	283,646	495,724
TOTAL REVENUES	4,546,246	688,398	14,000	283,646	495,724
4701 INTEREST INCOME	1,839	5,354	2,500	7,939	2,500
4702 INTEREST INC-SALES TAX		1,736	-		-
4703 TRANSFERS IN	300,000	(234)	75,000	-	-
TOTAL INTEREST/TRANSFERS	301,839	6,857	77,500	7,939	2,500
TOTAL REVENUES	7,080,781	3,017,325	2,501,500	2,691,035	3,124,402
 BEGINNING FUND BALANCE	 -		 -	 -	 -
 TOTAL SOURCE OF FUNDS	 7,080,781	 3,017,325	 2,501,500	 2,691,035	 3,124,402

**301 CAPITAL IMPROVEMENT
2017-2018 BUDGET EXPENSES**

DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
CITY MANAGER	4,358	-	-	-	-
FINANCE	-	-	5,000	3,508	-
INFORMATION SYSTEMS	109,930	189,431	262,800	146,000	309,000
MUNICIPAL COURT	-	-	4,000	27,841	-
CITY CLERK	-	-	-	-	-
HUMAN RESOURCES	-	-	32,000	32,662	-
CODE ENFORCEMENT	-	-	-	-	-
PLANNING	-	-	-	6,885	-
POLICE ADMINISTRATION	117,841	203,051	204,000	236,484	166,225
POLICE PATROL	260,048	242,658	67,400	41,255	111,550
CRIMINAL INVESTIGATION	-	4,904	8,000	6,491	-
ANIMAL CONTROL	6,400	22,175	37,000	39,698	-
POLICE DISPATCH	3,816	-	-	-	-
FIRE PREVENTION	9,266	12,153	-	-	159,000
FIRE SUPPRESSION	318,920	480,904	314,635	113,508	151,500
FIRE TRAINING	6,400	36,611	63,500	2,060	67,500
EMERGENCY MANAGEMENT	55,330	92,556	82,600	45,843	167,350
ENGINEERING	21,250	21,244	-	2,124	132,500
STREETS	193,984	200,635	-	-	9,700
TRAFFIC	3,730	40,854	-	-	76,000
PARKS	4,132,537	530,754	196,000	157,137	267,100
CEMETERY	7,290	15,742	-	-	34,000
LIBRARY	3,977	24,911	-	-	10,000
MUNICIPAL AUDITORIUM	44,852	47,959	6,800	585,994	37,500
COMMUNITY CENTER	16,251	7,464	20,500	10,032	15,000
SENIOR CTIZENS	15,215	-	10,000	4,405	10,000
EXPO OPERATIONS	131,989	136,242	15,000	7,200	-
EQUIPMENT SERVICES	-	-	-	12,167	34,500
BUILDING MAINTENANCE	44,487	15,220	-	-	2,000
DEBT SERVICES -	1,572,910	1,051,159	1,209,110	1,097,100	1,345,257
DEBT SERVICE -PROPOSED DEBT			-		-
TRANSFERS	-	-	-	-	-
	7,080,781	3,376,627	2,538,345	2,578,393	3,105,682
FUND BALANCE	-	-	6,455	112,642	18,720
TOTAL USES OF FUNDS	7,080,781	3,376,627	2,544,800	2,691,035	3,124,402

Fund 301 Capital			New Money	Rollover	With Loan
PUBLIC WORKS FIBER REPLACEMENT			\$ 20,000.00	\$ 20,000	
SHAWNEE SPLASH / AUDITORIUM FIBER RUN			\$ 25,000.00		
ANNUAL SERVER REPLACEMENTS			\$ 50,000.00	\$ 25,000	
GIS PLOTTER / SCANNER REPLACEMENT			\$ 19,000.00		
CH3 VIDEO SERVER REPLACEMENT			\$ 10,000.00	\$ 10,000	
ACCESS CONTROL SYSTEM UPGRADES			\$ 30,000.00		
DVR SERVURITY CAMERA UPGRADES			\$ 25,000.00	\$ 10,000	
ANNUAL DESKTOP REPLACEMENTS			\$ 55,000.00		
POLICE MOBILE REPLACEMENTS			\$ 35,000.00		
NETWORK/SWITCHES/ROUTER REPLACEMENTS			\$ 15,000.00		
MISC DEVICES			\$ 25,000.00		
Total Informantion Technology			\$ 309,000.00		
Units	3	\$ 51,408.25	\$ 154,224.75		
Mobil Radios for new units	3	\$ 4,000.00	\$ 12,000.00		
Patrol			\$ 166,225.00		\$ 166,225.00
K-9 Equipment			\$ 3,000.00		
Ballistic Rifle Plates w/carrier	30	\$ 250.00	\$ 7,500.00		
Swat Equipment			\$ 5,000.00		
Vista Body Camera's	10	\$ 1,500.00	\$ 15,000.00		
Ballistic vests	15	\$ 800.00	\$ 12,000.00		\$ 6,000.00
Shotguns			\$ 2,250.00		
Rifles			\$ 2,400.00		
Tasers			\$ 8,200.00		
Bike Gear			\$ 2,000.00		
Handheld batteries	30	\$ 100.00	\$ 3,000.00		
			\$ 60,350.00		
Cap items over 2500. each					
Handheld radios & mics	8	\$ 6,400.00	\$ 51,200.00		
			\$ 51,200.00		
Total Patrol			\$ 277,775.00		
Televisions & Monitors			\$ 6,000.00		
Turn-Out Gear Extractor			\$ 12,500.00		
Compressed Air Fill Station			\$ 45,000.00		\$ 45,000.00
Station Alerting System			\$ 45,000.00		\$ 45,000.00
Exercise Equipment			\$ 15,000.00		\$ 15,000.00
Motorola MCD 5000 Deskset			\$ 10,500.00		

Fund 301 Capital		New Money	Rollover	With Loan
Furnishings and Appliances		\$ 25,000.00		\$ 25,000.00
Total Fire Administration		\$ 159,000.00		
Replacement Fire Hose		\$6,000.00		
Replacement Firefighting Equip		\$6,000.00		
Replacement Rescue Equipment		\$6,000.00		
Station Radio Console		\$7,500.00		
Motorola MCD 5000 Deskset		6,000		
Replacement Strength Machine		2,500		
Replacement Comm Command SCBA /				
Portable Radio Interface Units	9 \$ 2,500.00	\$ 22,500.00		
Replacement Turn-Out Gear		\$ 95,000.00	\$ 62,500.00	
Total Suppression		\$151,500.00		
Station Radio Console		\$ 7,500.00		
Replace basement flooring & stair tread		\$ 40,000.00	\$ 40,000.00	
Add restroom facilities to basement of				
Station #3 (adjacent to Training Room)		\$ 20,000.00	\$ 20,000.00	
Total Fire Training		\$ 67,500.00		
L-Shaped Desk for Radio Shop	1	1,500.00		
Desk Chair for Radio Shop	1	300.00		
Truck Bed Cover/Toolbox	1	4,500.00		
Printer/Scanner/Copier Unit for Radio				
Shop	1	350.00		
40" monitors for EOC Operations Room	8	6,400.00		
Shelving for installation bay at Radio				
Shop	1	2,000.00		
Motorola NTN2574B Wireless Speaker				
Mic with NTN2572A 12ft. Earpiece Cable	3	4,500.00		
Storage cabinets	4	2,000.00		
Motorola NTN2574B Wireless Speaker				
Mic with NTN2572A 12ft. Earpiece Cable	2	3,000.00		
Outdoor Warning Device (siren)	1	24,000.00		
VOIP Desk Phone with Power Injector	10	10,000.00		

Fund 301 Capital		New Money	Rollover	With Loan
Replace Radio Spectrum Analyzer/Tuner	1	20,000.00		
Motorola APX 6000 Portable Transceivers	10	40,000.00		
Motorola APX 6500 Mobile Transceivers	5	20,000.00		
Motorola APX 6000 XE Portable Transceivers	6	26,400.00		
Motorola VHF Mobile Transceivers	3	2,400.00		
Total 740		\$ 167,350.00		
Beautification		\$ 15,000.00		
Interior Repair Santa Fe Depot		\$ 10,000.00		
Mulch Safety surface kids space		\$ 12,000.00		
Phase 2 Design Mater Plan		\$ 20,000.00		
Playground Upgrade		\$ 30,000.00		
Tennis Court Maint		\$ 25,000.00		
1/2 ton pickup	5	\$ 110,000.00		
Lighting and Acc for new vehicles		\$ 14,000.00		
Playground Equipment		\$ 25,000.00		
20' Chainsaw		\$ 800.00		
Hand Held Chop Saw		\$ 1,500.00		
Brush hog		\$ 3,000.00		
Pole Chain saw		\$ 800.00		
Total Parks		\$ 267,100.00		
Half Ton Pickup		\$ 22,000.00		
Mower		\$ 12,000.00		
Total Cemtery		\$ 34,000.00		
Remodel		\$ 25,000.00		
COEDD Heat and Air		\$ 10,000.00		
Senior Center Exit door		\$ 2,500.00		
Total Auditorium		\$ 37,500.00		
Interior Pand and Repair		\$ 5,000.00		
Replace Heat and Air		\$ 10,000.00		
Total Community Center		\$ 15,000.00		
Interior Repair		\$ 10,000.00		

Fund 301 Capital	New Money	Rollover	With Loan
Total Senior Center	\$ 10,000.00		
Heat and Air Replacement	\$ 10,000.00		
Total Library	\$ 10,000.00		
New 15000 lb lift	\$ 12,000.00		
10000 lb Rotary Lift	\$ 6,000.00		
Low Pressure oil Pump	\$ 3,500.00		
Oil Metering Control	\$ 1,500.00		
Tire Machine	\$ 7,500.00		
Transmission Fluid Exchange Machine	\$ 4,000.00		
Total Fleet Maint	\$ 34,500.00		
New Glass Doors at Court	\$ 2,000.00		
Total Building Maint	\$ 2,000.00		
24 X 36 Laminator	\$ 17,000.00		
Aerial Photography Camera	\$ 2,500.00		
Pictometry	\$ 48,000.00		
Survey Equipment	\$ 65,000.00		
Total Engineering	\$ 132,500.00		
110 Gal Fuel Tand	\$ 3,200.00		
Chop Saw	\$ 1,800.00		
Pressure washer	\$ 4,700.00		
Total Streets	\$ 9,700.00		
1 Ton Flat Bed truck	\$ 40,000.00		
Centracs Operational Software Maint	\$ 9,000.00		
Thermoplastic Premel Ter	\$ 17,000.00		
Traffic Cabinet Modem Connections	\$ 10,000.00		
Total Traffic	\$ 76,000.00		
	\$ 1,760,425.00	\$ 187,500.00	\$ 302,225.00

**302 CAPTIAL IMPROVEMENT
2017-2018 BUDGET REVENUES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
4001	SALES TAX	2,508,849	2,525,289	2,613,725	2,675,000	2,870,000
	TOTAL TAX	2,508,849	2,525,289	2,613,725	2,675,000	2,870,000
4701	INTEREST INCOME	28,576	31,477	20,000	22,700	20,000
	INTEREST INCOME-SALES TAX	2,002		-	13,000	-
	TRANSFERS	600,000	600,000	600,000	600,000	600,000
	OTHER INTER REVENUE	-	84,285		243,180	
	TOTAL OTHER	628,576	715,762	620,000	635,700	620,000
	TOTAL REVENUES	3,137,425	3,241,051	3,233,725	3,310,700	3,490,000
BEGINNING FUND BALANCE		4,842,503	6,818,916	7,958,706	7,958,706	6,389,730
TOTAL SOURCE OF FUNDS		<u>7,979,928</u>	<u>10,059,967</u>	<u>11,192,431</u>	<u>11,269,406</u>	<u>9,879,730</u>

**302 STREETS IMPROVEMENT FUNDS
2017-2018 BUDGET EXPENSES**

DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
PLANNING			-		-
ENGINEERING	608,660	60,939	1,575,273	552,364	1,074,838
STREET PROJECT- OVERLAY PROJECTS	559,675	441,895	4,834,435	3,667,549	5,262,454
STREET REHAB PROJECTS	-	-	-	-	-
OTHER PROJECTS	368,853	71,273	1,325,000	41,174	1,330,000
STREETS	16,098		-	-	-
TRAFFIC CONTROL	-	1,327,154	422,801	317,589	249,000
TRANSERS	5,368		475,000	201,000	316,157
PROPOSED NEW DEBT	100,000	200,000	100,000	100,000	-
				-	
TOTAL	1,658,654	2,101,261	8,732,509	4,879,676	8,232,449
FUND BALANCE	6,321,274	7,958,706	1,628,229	6,389,730	1,647,281
TOTAL USES OF FUNDS	7,979,928	10,059,967	10,360,738	11,269,406	9,879,730

CAPITAL CONSTRUCTION BUDGET REQUEST

GENERAL CONSTRUCTION	NEW MONEY	ROLLOVER
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2017-2018**001-5-0810**

CENTRACS TRAFFIC SIGNALIZATION		\$ 78,080.00
MACARTHUR TUNNEL LIGHT REPLACEMENT	\$ 40,000.00	
TRAFFIC SIGNAGE REPLACEMENT	\$ 70,000.00	
TRAFFIC SIGNAL UPDATE		\$ 109,000.00
TRAFFIC STRIPING PROJECTS	\$ 75,000.00	

STREET CONSTRUCTION

HARRISON & 45TH INTERSECTION	\$ 750,000.00	
KICKAPOO & 45TH STREET INTERSECTION IMPROVEMENTS	\$ 850,000.00	
KICKAPOO SPUR TO FARREL	\$ -	\$ 3,800,000.00
REHAB ASPH STREET PROJECTS	\$ 500,000.00	
REHAB CONC STREETS PROJECT FY 16-17	\$ 500,000.00	
REPAIR BRIDGE MAINT & REPAIR		\$ 400,000.00
STREET REPAIR & MAINT FY 17-18	\$ 480,000.00	
STREET EVALUATIONS		\$ 325,000.00
PARKING SANTA FE DEPOT	\$ 220,000.00	
SIDWALKS	\$ 350,000.00	

INTERNAL REVENUE FUNDS

TRUST AND AGENCY FUNDS

**601 WORK COMP SELF-INSURANCE FUND
2017-2018 REVENUES AND EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST	-	-	-	-	-
4820	CHARGES FOR SERVICES	643,931	650,000	650,000	650,000	650,000
4822	OTHER MISC REVENUE	12,939	-	10,500	-	10,500
4825	REFUND & REIMBURSEMENTS	20,060	33,784	-	-	-
	TOTAL OTHER REVENUES	676,930	683,784	660,500	650,000	660,500
	TOTAL REVENUES	676,930	683,784	660,500	650,000	660,500
BEGINNING FUND BALANCE		536,335	565,976	290,893	290,893	505,893
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		<u>1,213,265</u>	<u>1,249,760</u>	<u>951,393</u>	<u>940,893</u>	<u>1,166,393</u>
EXPENSES	WORK COMP	647,289	958,867	660,500	435,000	660,500
ESTIMATED ENDING FUND BALANCE		565,976	290,893	290,893	505,893	505,893
TOTAL USE OF FUNDS		<u>1,213,265</u>	<u>1,249,760</u>	<u>951,393</u>	<u>940,893</u>	<u>1,166,393</u>

**701 LIBRARY FUND
2017-2018 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4701	INTEREST INCOME			-	-	-
	TOTAL INTEREST INCOME			-	-	-
4901	TRANSFER FROM GENERAL FUND	88,999	74,000	89,000	89,000	89,000
	TOTAL REVENUES	88,999	74,000	89,000	129,000	89,000
BEGINNING FUND BALANCE		(13,845)	(20,218)	(49,333)	(49,333)	635
TOTAL SOURCE OF FUNDS INCLUDING FB		75,154	53,782	39,667	79,667	89,635
EXPENSES	LIBRARY	95,372	103,115	91,700	79,032	74,000
FUND BALANCE		(20,218)	(49,333)	(52,033)	635	15,635
TOTAL USE OF FUNDS		75,154	53,782	39,667	79,667	89,635

**702 CEMETERY PERPETUAL FUND
2017-2018 REVENUES-EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4701	INTEREST INCOME	-	-	500	-	500
	TOTAL INTEREST	-	-	500	-	500
4806	CEMETERY LOT SALES	1,300	750	1,500	1,500	1,500
4807	OTHER CEMETERY REVENUE	3,104	1,906	3,000	2,721	3,000
4811	MISC GIFTS AND DONATIONS			-	1,200	-
	TOTAL OTHER REVENUES	4,404	2,656	4,500	5,421	4,500
	TOTAL CEMETERY PERPETUAL FUND	4,404	2,656	5,000	5,421	5,000
BEGINNING FUND BALANCE		175,716	177,962	180,618	180,618	162,039
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		180,120	180,618	185,618	186,039	167,039
EXPENSES CEMETERY		2,158	-	69,778	24,000	69,778
FUND BALANCE		177,962	180,618	115,840	162,039	97,261
TOTAL USE OF FUNDS		180,120	180,618	185,618	186,039	167,039

**704 SENIOR CITIZENS FUND
2017-2018 REVENUES EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
4701	INTEREST INCOME	-		-	-	-
	TOTAL INTEREST	-		-	-	-
	TOTAL CEMETERY PERPETUAL FUND	-		-	-	-
BEGINNING FUND BALANCE		21,219	21,219	21,219	21,219	21,219
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		<u>21,219</u>	<u>21,219</u>	<u>21,219</u>	<u>21,219</u>	<u>21,219</u>
EXPENSES	SENIOR CITIZENS	-		-	-	-
FUND BALANCE		21,219	21,219	20,619	21,219	21,219
TOTAL USE OF FUNDS		<u>21,219</u>	<u>21,219</u>	<u>21,219</u>	<u>21,219</u>	<u>21,219</u>

**706 GIFTS AND CONTRIBUTIONS
2017-2018 REVENUES-EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2017-2018
4403	DONATIONS-JR LIVESTOCK SHOW	-	-	-	-	-
4330	CAR SEAT PROGRAM	-	-	-	3,221	-
4411	BRICK SALES-CEL LIF PARK	-	-	-	-	-
4420	DONATIONS-POLICE DEPT	-	-	-	950	-
4423	DONATIONS-FIRE DEPT	-	325	-	-	-
4424	DONATIONS-JULY 4 ENTERTAIN	-	-	-	-	-
4432	DONATIONS-SAFE COMMUNITIES	-	-	-	-	-
4445	DONATIONS-HORSES IN THE CITY	-	-	-	-	-
4446	DONATIONS-YOUTH AVIATIONS	1,496	1,336	-	-	-
4448	DONATIONS-ANIMAL SHELTER	-	-	-	-	-
4449	DONATIONS-SKATE PARK	-	-	-	-	-
	TOTAL GIFTS AND DONATIONS	1,496	1,661	-	4,171	-
4701	INTEREST INCOME					
4722	INVEST INCOME-JR LIVESTOCK	-	1	-	-	-
	TOTAL INTEREST			-	-	-
	TOTAL REVENUES	1,496	1,661	-	4,171	-
	BEGINNING FUND BALANCE	91,651	93,147	94,808	94,808	97,898
	TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE	93,147	94,808	94,808	98,979	97,898
	EXPENSES					
	GIFTS AND CONTRIBUTIONS	-	-	-	1,081	-
	FUND BALANCE	93,147	94,808	94,808	97,898	97,898
	TOTAL USE OF FUNDS	93,147	94,808	94,808	98,979	97,898

**709 SISTER CITIES FUND
2017-2018 REVENUES-EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2014-2015	ACTUAL 2015-2016	BUDGET 2016-2017	ESTIMATED YEAR END	PROPOSED 2015-2016
4404	DONATIONS-SISTERS CITIES			-	15	-
4405	COLLECTIONS-JAPAN TRIP	16,000	7,484	16,000	-	-
4407	SISTER CITIES DINNER	-	-	-	-	-
4429	DELEGATION ACTIVITIES	-	-	-	-	-
	TOTAL GIFTS AND DONATIONS	16,000	7,484	16,000	15	-
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST	-	-	-	-	-
4701	TRANSFER IN	15,000	16,250	16,250	15,000	15,000
	TOTAL REVENUE	31,000	23,734	32,250	15,015	15,000
BEGINNING FUND BALANCE		(1,250)	(1,250)	(1,250)	-	-
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		29,750	22,484	31,000	15,015	15,000
EXPENSES	SISTER CITIES	31,000	22,484	31,000	15,000	15,000
FUND BALANCE		(1,250)	-	-	15	-
TOTAL USE OF FUNDS		29,750	22,484	31,000	15,015	15,000

Regular Board of Commissioners

7.

Meeting Date: 06/19/2017

Budget FY17-18 Reso

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution adopting the budget for the City of Shawnee for the period of July 1, 2017 through June 30, 2018 finding all things requisite and necessary have been done in preparation and presentation of budget.

Attachments

Budget FY17-18 Reso

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018 FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTATION OF SAID BUDGET.

WHEREAS, the Charter of the City of Shawnee, Oklahoma, and statutes of the State of Oklahoma, require that an annual budget be prepared and presented to the City Commission of the City of Shawnee, Oklahoma, prior to the beginning of the fiscal year of said City, and that a public hearing be held thereon prior to the adoption of said budget; and

WHEREAS, the budget for the fiscal year July 1, 2017 through June 30, 2018, has heretofore been presented to the City Commission and due deliberation had thereon, and a public hearing having been held as required by Charter and/or statute, and all comments and objections have been considered; and

WHEREAS, the following is a summary of the anticipated sources of revenue, and of the amounts appropriated; to wit:

001 GENERAL FUND	\$28,668,865
001 STREET & ALLEY FUND	\$417,483
102 E-911 FUND	\$307,479
103 REVOLVING OIL & GAS	\$292,479
104 ECONOMIC DEVELOP	\$465,086
105 SPAY/NEUTER FUND	\$26,717
106 HOTEL/MOTEL SURCHARGE	\$626,199
107 POLICE SALES TAX FUND	\$460,235
108 FIRE SALES TAX FUND	\$460,235
112 TAX INCREMENT FINANCE FUND	\$182,875
113 DRUG FORFEITURE FUND	\$24,726
201 DEBT SERVICE FUND	\$98,849
301 CAPITAL IMPROVEMENT FUND	\$2,487,500
302 STREET IMPROVEMENT FUND	\$9,879,730
350 POOL FUND	\$257,606
601 WORK COMP SELF-INSUR FUND	\$1,166,393
701 LIBRARY FUND	\$89,635
702 CEMETERY PERPETUAL FUND	\$167,039
704 SENIOR CITIZENS FUND	\$21,219
706 GIFTS & CONTRIBUTIONS	\$97,898
709 SISTER CITIES FUND	\$15,000

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

THAT the budget for the City of Shawnee, Oklahoma, now before the said City Commission for consideration, as herein above summarized, a complete copy of which is on file with the City Clerk, be, and the same is hereby adopted as the budget for the said City of Shawnee, Oklahoma, for the period of July 1, 2017 through June 30, 2018.

BE IT FURTHER RESOLVED, that the said City Commission finds, determines and declares that all things requisite and necessary to the presentation and adoption of said budget have been performed as required by Charter and/or statute.

BE IT FURTHER RESOLVED, that the present General Fund budget contains a Fund Balance and the SMA Fund contains a Fund Balance to begin the process of the City's General Budget ultimately reaching a Fund Balance of 30%.

Passed and approved this 19th day of June, AD., 2017

City of Shawnee, Oklahoma
A Municipal Corporation

RICHARD FINLEY, MAYOR

ATTEST:
(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

8.

Meeting Date: 06/19/2017

P04-17

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at the southwest corner of 45th Street and Union Avenue from A-1; Rural Agricultural to C-3; Highway Commercial District. Case No. P04-17. Applicant: Sky Ortho/SWM & Sons, Inc.

Attachments

P04-17 Staff Rpt

P04-17 Ord

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Sky Ortho/SWM & Sons, INC
FOR: Rezone
LOCATION: Southwest corner of 45th Street and Union Ave,
Shawnee, OK
PROJECT#: 170238 Case# P04-17

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: A-1; Rural Agricultural District
REQUESTED CLASSIFICATION: C-3; Highway Commercial District
PROPOSED PROPERTY USE: Medical Office

PLANNING COMMISSION MEETING DATE: June 12th, 2017

PLANNING COMMISSION RECOMMENDATION: Motion passes

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
CLINARD			X			
WALKER		X	X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)						ABSENT
KIENZLE	X		X			
ROWELL			X			

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

SECRETARY, PLANNING COMMISSION

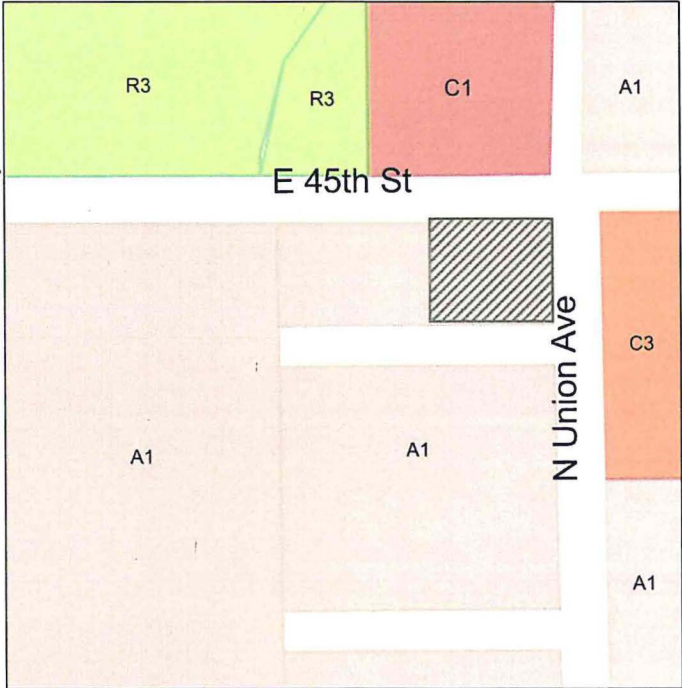
ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org		CASE # P04-17 PUBLIC HEARING DATE: June 7, 2017 CITY COMMISSION DATE: June 19, 2017		
APPLICANT: Sky Ortho/Swm & Sons, INC				
PROPERTY ADDRESS/LOCATION: Southwest corner of 45th and Union				
The applicant, Sky Ortho / SWM & Sons, Inc., is requesting to rezone a 1.58 Acre property from A-1 (Rural Agricultural) to C-3 (Highway Commercial), generally located at the south-west corner of 45th Street and Union Avenue. The intended use on the land is for an orthodontist office. As the applicant is not the current property owner, Staff has received and reviewed a letter from Don Bodard 1995 Revocable Trust, allowing the applicant to proceed with their requested rezone. Though the subject property is comprehensively planned for residential use, adjacent properties have been approved for commercial use. Additionally, East 45th Street is a major arterial road in the City of Shawnee, which has had a historic pattern of rezoning for commercial use. Staff has no objections to the requested rezone from A-1 to C-3.				
EXISTING ZONING: A1	EXISTING LAND USE: Vacant	SURROUNDING ZONING & LAND USE: A-1 (Agricultural) R-3 (Multi-Family Residential) C-1 (Neighborhood Commercial) C-3 (Highway Commercial)	School District: I-93	PROPERTY SIZE: 1.58 Acres
STAFF RECOMMENDATION				
Based on consistency with the Shawnee Comprehensive Plan and the Shawnee Zoning Code, Staff does hereby recommend approval for the proposed rezone from A1 (Rural Agricultural District) to (C3 Highway Commercial)				

APPROVE		APPROVE WITH CONDITIONS	DENY
If approved for rezone, any construction on site would require: 1. A six (6') foot sidewalk along Union Ave. and 45th ST. 2. Landscaping to cover 10% of the overall site. 3. Façade treatment to a total of 60% where facing Harrison Ave. 4. Appropriate off-street parking. Staff has received no letters of protest from surrounding property owners.			
ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE
			LEGAL DESCRIPTION
PUBLIC COMMENTS	AGENCY COMMENTS	RESPONSE TO STANDARDS	
Attachments: Exhibit 1: Letter from original property owner.			

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: P04-17
Project Number: 170238
Date Filed: March 16th 2017
Cheyenne Pettigrew
Planning Commission Secretary

REQUEST:

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

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

PROPERTY LOCATION (STREET ADDRESS): E. 45th & Union

LEGAL DESCRIPTION: see Attached

PROPERTY OWNER (S): Don Bodard 1995 Revocable Trust / J. Michael Adcock, Trustee

PROPERTY AGENT (APPLICANT): Sky Ortho / SWM & Sons, Inc. (Stan W. Malaske)

APPLICANT'S ADDRESS: 14400 SE 29th

CITY: Choctaw STATE: OK ZIP: 73020

EMAIL ADDRESS: Cyndi@swmbuilders.com

TELEPHONE NUMBER: (405) 733-1169 CONTACT NUMBER: (405) 919-4444

DIMENSIONS OF PROPERTY: AREA: 1.58 acres WIDTH: 200'
LENGTH: 344' FRONTAGE: 344'

CURRENT ZONING: A1 CURRENT USE: Agriculture

PROPOSED ZONING: C3 PROPOSED USE: Orthodontist office

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

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

Stan W. Malaske
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. 02017125

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

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

PLANNING COMMISSION ACTION: Motion passes DATE: June 12th 2017

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P04-17

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

The property requesting rezoning is described as follows:

A tract of land lying in the Northwest Quarter of Section Six (6), Township, Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, and being a part of ARMOURDALE Addition TO SHAWNEE, OKLAHOMA, as filed of record March 26, 1910 (now vacated), Pottawatomie County, Oklahoma, said tract of land being more particularly described as follows :

BEGINNING at the Northeast corner of said Northwest Quarter of Section Six (6); THENCE South 00°33'52" East, along the East line of said Northwest Quarter, said line also being the centerline of Union Avenue as shown on the recorded plat of ARMOURDALE ADDITION TO SHAWNEE, OKLAHOMA, a distance of 344.5 feet;

THENCE South 89°59'35" West, parallel with the North line of said Northwest Quarter, a distance of 1269.60 feet; THENCE

North 01°08'37" East a distance of 344.56 feet to a point on the North line of said Northwest

Quarter,

said point being North 89°59'35" East a distance of 1322.78 feet from the Northwest corner of said Northwest Quarter;

THENCE North 89°59'35" East along said North line, a distance of 1259.33 feet to the POINT OF BEGINNING.

General Location Known As:	<u>45th Street & Union Ave, Shawnee, OK</u>
Current Zoning Classification:	<u>A-1; Rural Agricultural District</u>
Requested Zoning Classification:	<u>C-3; Highway Commercial District</u>
Proposed Use of Property:	<u>Medical Office</u>
Applicant:	<u>Sky Ortho/SWM & Sons, INC</u>

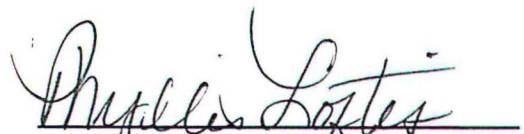
The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

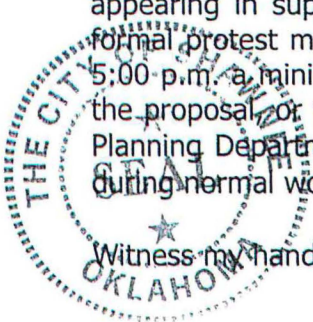
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

June 7th, 2017 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
June 19th, 2017 AT 6:30 P.M.: CITY OF SHAWNEE CITY COMMISSION

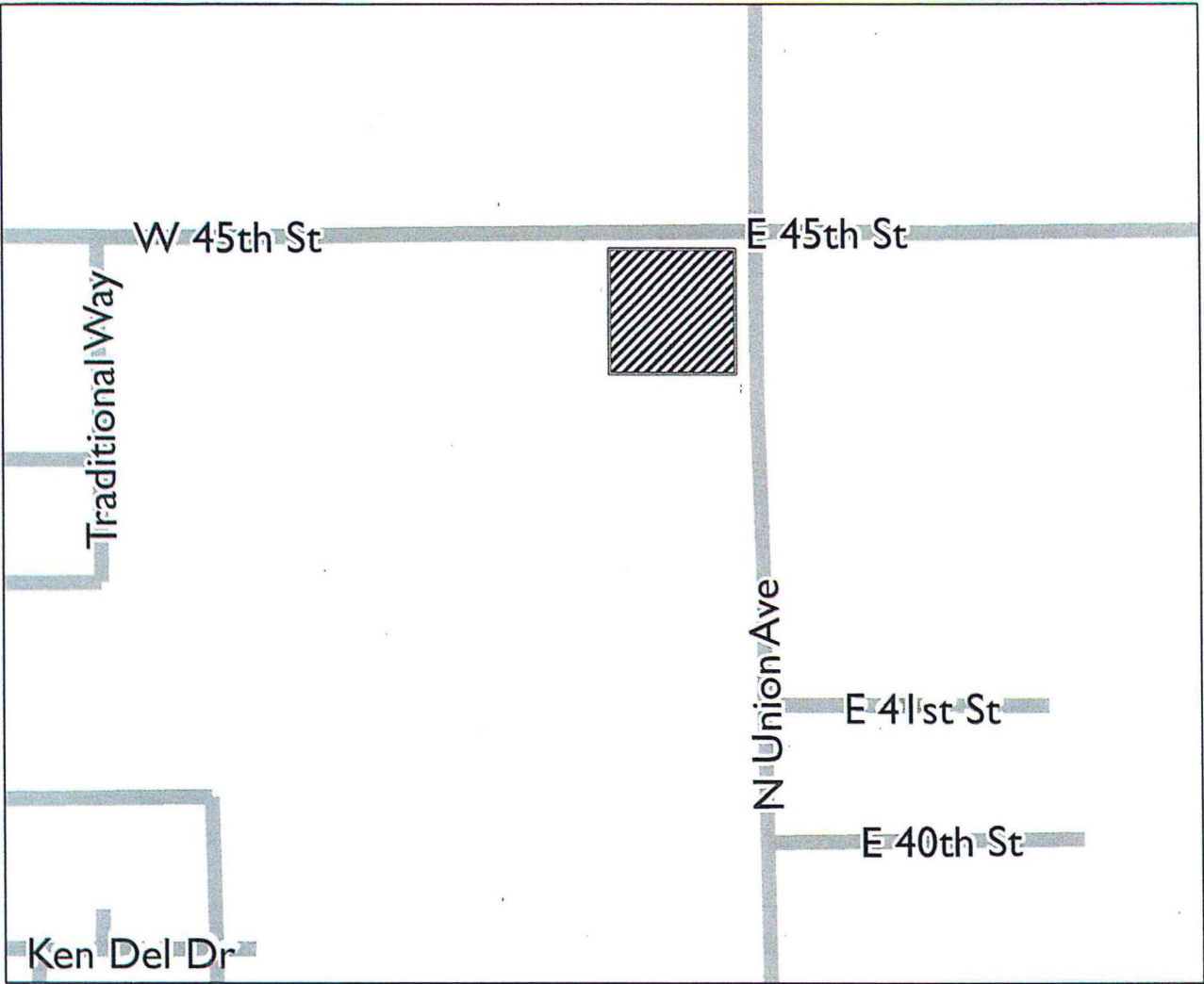
At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition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

Witness my hand this 18th day of May, 2017.


Phyllis Loftis, City Clerk



CASE# P04-17



(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA

)

) §:

COUNTY OF POTTAWATOMIE

)

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

A tract of land lying in the Northwest Quarter of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County , Oklahoma , and being a part of ARMOURDALE ADDITION TO SHAWNEE, OKLAHOMA, as filed of record March 26, 1910 (now vacated), Pottawatomie County , Oklahoma , said tract of land being more particularly described as follows :

BEGINNING at the Northeast corner of said Northwest Quarter of Section Six (6); THENCE South 00°33'52" East, along the East line of said Northwest Quarter, said line also being the centerline of Union Avenue as shown on the recorded plat of ARMOURDALE ADDITION TO SHAWNEE , OKLAHOMA , a distance of 344.51feet;

THENCE South 89°59'35" West, parallel with the North line of said Northwest Quarter, a distance of 1269.60 feet;

THENCE North 01°08'37" East a distance of 344.56 feet to a point on the North line of said Northwest Quarter, said point being North 89°59'35" East a distance of 1322.78 feet from the Northwest corner of said Northwest Quarter;

THENCE North 89°59'35" East along said North line, a distance of 1259.33 feet to the POINT OF BEGINNING.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (4), both inclusive.

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

Dated: February 24, 2017 at 7:30 AM

First American Title & Trust Company

By: Michelle Cook
Michelle Cook
Abstractor License No. 3286

By:

Michelle Cook

Abstractor License No. 3286

OAB Certificate of Authority # 017
File No. 2222005-SH99

OWNERSHIP LIST**ORDER NO. 2222005**

DATE PREPARED: March 3, 2017

EFFECTIVE DATE: February 24, 2017 at 7:30 am

OWNER	LOT	BLK	ADDITION
BODARD DON REVOC TRUST 3701 N HARRISON SHAWNEE OK 74804-0000			NW4 6-10N-4E, BEG NE/C NW S ALG E LINE OF NW SAID BEING CENTER LINE OF UNION AVE 1,528.95' W1,304.91' NO1* 08'37"E 1,529.18' E1,259.33' TO POB LESS 35.17 AC TO SHAWNEE
SCHOOL LAND INDEP SCHOOL DIST #93 326 N UNION SHAWNEE OK -0	1	1	SHAWNEE MIDDLE SCHOOL
BODARD DON TRUST 3701 N HARRISON SHAWNEE OK 74804-0000			SE4 31-11N-4E, BEG SW/C W1/2 SW SE E412.5' N495' W412.5' S495' POB.
NORTHSIDE VETERINARY HOLDINGS 121 W 45TH SHAWNEE OK 74804-0000			NW4 6-10N-4E, BEG NE/C NW NW WHICH IS CENTER OF BEARD S1320' W328.76' N1320' E328.76' (FORMERLY DESC.AS BLKS 23,24 & 27 ARMOURDALE ADDN) 10.00 Acres

WALKER C DOUGLAS 201 E 45TH SHAWNEE OK 74804-0000	PT BLK 5 BEG 33'S & 30'E NW/C NE E376.30' S365.60' W376.30' N367.50' POB LESS & EXCEPT LOTS 1-10 & LOTS 21-32	53	ARMOURDALE
DILLINGHAM WELCHER & GORDON TRUSH % M SCHUMAN 36 QUAKER RIDGE RD STAMFORD CT 6903-0000	1-10	53	ARMOURDALE
BARRETT J A TRUST 1210 GORDON COOPER DR SHAWNEE OK 74801-0000	1-32	50	ARMOURDALE
EYEDOC PROPS, LLC %KYLE 100 EAST 45 TH STREET SHAWNEE, OK 74804			SW/4 SEC 31-11N-4E BEG SE/C SW TH W 230.02' TH N 250.02' E230.02' TH S250.02' POB

SHAWNEE MISSION PLAZA LLC
132 W MAIN ST
PURCELL OK 73080-0000

(SW/4 31-11N-4E); SW/4
(ALSO KNOWN AS U S GOV
LOTS 3 & 4 AND E/2 SW
LESS BEG NW/C SW S740'
E50' N425.92' E25' NE ALG
CURVE TO LEFT A RADIUS OF
791.20'A DIS OF 325.05'
N66°E 572.66' TH EASTERLY
1724.98' TH N 10.57' W2641'
POB AND LESS PT LOT 1 BLK
1 BRIARCREEK PHASE I
OWNED BY MCDONALDS
AND LESS LOT 2 BLK 1
SHAWNEE MISSION PLAZA
OWNED BY SHONEY'S LESS
COMM AT NE/C U S
GOVERNMENT LOT 3
S573.37' TH S87°E 55.72' TO
A PT BEING ON THE
EASTERLY RW LN FOR
KICKAPOO ST SAID PT ALSO
BEING 261.16' S2°W OF NW/
C OF LOT 1 BLK 1 BRIAR
CREEK PHASE I AND ALSO
BEING POB OF A TR DES AS
TH S87° E 226.18' TO PT ON
EASTERLY RW LN OF
KICKAPOO ST TH N ALG SAID
EASTERLY RW LN 50 ' POB
THIS STRIP OWNED BY
MCDONALDS LESS 1.2603 AC
TO MIDWEST HERITAGE INN
LESS 1.99AC & LESS 8.74AC
TO SHAWNEE HOUSING
ASSOCIATES.& LESS .73AC
TO MAZZIOS LESS .297 AC TO
STATE LESS 2.23 AC TO
BLACKBURN PROP LESS 3.57
AC TO SHAWNEE HOUSING
ASSOC II LESS 1.31 AC TO
RETAIL BUILDINGS INC LESS
TR TO BANCFIRST
REC#2000-1442 & LESS
.22AC 2005-3750 & LESS
2.25AC REC 2006-894 & LESS
1.37AC REC 2006-2294 &
LESS .60AC REC 2006-2298 &
LESS .53AC PLATTED INTO
SHA MISSION PLAZA SEC 6 &

PC CHAPEL LLC 1474 E 820 NORTH OREM UT 84097-0000		(PT SW/4 31-11N-4E); BEG POB W98.09' N50' N29*30' 10"E 240.41' N33*33'49"E 57.10' N27*11'15"E211.77' N34*41'34"E 227.31' N39* 54'19"E 86.18' N50*05'29" E53.14' N61*38'10"E 20.54 S138.50' W16.75' S49*24' 56"W 122.17' S22*43'22"W 105.51' S10*50'46"E 106.92' S42*32'23"W 235.87' S34*03'35"W 179.12' S50' TO POB. AND BEG SE/C SW 507.84'TO POB W322.55' N50' N17*54' 39"E 508.33' N40*42'27"E 301.16' N30*26'54"E 246.91' E337.41' S178.51' S61*38'10"W20.51' S50*5' 29"W 53.14' S39*54'19"W 86.18' S34*41'34"W227.31' S27*11'15"W211.77' S33* 33'49"W57.10' S29*30'10"W 240.41' S50 POB CHAPEL RIDGE APARTMENTS 10.73 Acres
---	--	---

EXHIBIT

1

The Bodard Trust

J. Michael Adcock, Trustee
3701 N. Harrison
Shawnee, OK 74804

Phone: 405/ 273-7300
Fax: 405/ 878-1942
E-Mail jmadcock@bodard.com

March 2, 2017

Eric Larson
c/o ReMax Metro Group
1401 S. Douglas Blvd
Suite Q
Midwest City, OK 73130

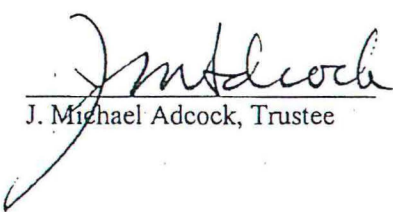
Dear Mr. Larson:

The Don Bodard 1995 Revocable Trust, authorizes you and SWM & Sons to re-zone the real estate described on Exhibit "A" to this letter.

The zoning request would be from Agriculture to C-3.

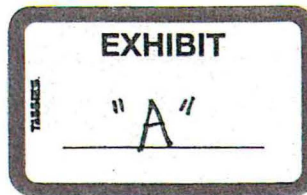
If you have any questions, please call me.

Sincerely,
DON BODARD 1995 REVOCABLE TRUST


J. Michael Adcock, Trustee

JMA/slm

Enclosures



LEGAL DESCRIPTION:

A tract of land lying in the Northwest Quarter of Section 6, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, and being a part of ARMOURDALE ADDITION TO SHAWNEE, OKLAHOMA, as filed of record March 26, 1910 (now vacated), Pottawatomie County, Oklahoma, said tract of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Northwest Quarter of Section 6, THENCE South $00^{\circ} 33' 52''$ East, along the East line of said Northwest Quarter, said line also being the centerline of Union Avenue as shown on the recorded plat of ARMOURDALE ADDITION TO SHAWNEE, OKLAHOMA, a distance of 344.51 feet, THENCE South $89^{\circ} 59' 35''$ West, parallel with the north line of said Northwest Quarter, a distance of 50.00 feet to the POINT OF BEGINNING also being the POINT OF ENDING; THENCE continuing South $89^{\circ} 59' 35''$ West, a distance of 233.97 feet; THENCE North $00^{\circ} 33' 52''$ West a distance of 294.51 feet, THENCE North $89^{\circ} 59' 35''$ East, parallel with said north line, a distance of 233.97 feet; THENCE South $00^{\circ} 33' 52''$ East, a distance of 294.51 to the POINT OF Ending. Said tract containing 1.58 acres or 68,901.61 square feet, more or less.

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, AND BEING A PART OF ARMOURDALE ADDITION TO SHAWNEE, OKLAHOMA, AS FILED OF RECORD MARCH 26, 1910 (NOW VACATED), POTTAWATOMIE COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION SIX (6); THENCE SOUTH 00°33'52" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, SAID LINE ALSO BEING THE CENTERLINE OF UNION AVENUE AS SHOWN ON THE RECORDED PLAT OF ARMOURDALE ADDITION TO SHAWNEE, OKLAHOMA, A DISTANCE OF 344.5 FEET; THENCE SOUTH 89°59'35" WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1269.60 FEET; THENCE NORTH 01°08'37" EAST A DISTANCE OF 344.56 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING NORTH 89°59'35" EAST A DISTANCE OF 1322.78 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89°59'35" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1259.33 FEET TO THE POINT OF BEGINNING, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 19th day of June, 2017, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification A-1; Rural Agricultural District to C-3; Highway Commercial District.

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

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

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, AND BEING A PART OF ARMOURDALE ADDITION TO SHAWNEE, OKLAHOMA, AS FILED OF RECORD MARCH 26, 1910 (NOW VACATED), POTTAWATOMIE COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION SIX (6); THENCE SOUTH 00°33'52" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, SAID LINE ALSO BEING THE CENTERLINE OF UNION AVENUE AS SHOWN ON THE RECORDED PLAT OF ARMOURDALE ADDITION TO SHAWNEE, OKLAHOMA, A DISTANCE OF 344.5 FEET; THENCE SOUTH 89°59'35" WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1269.60 FEET; THENCE NORTH 01°08'37" EAST A DISTANCE OF 344.56 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING NORTH 89°59'35" EAST A DISTANCE OF 1322.78 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89°59'35" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1259.33 FEET TO THE POINT OF BEGINNING, TO

THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTRUAL DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this _____ day of _____, 2017.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2017.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

9.

Meeting Date: 06/19/2017

P06-17

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 4006 North Kickapoo Street from R-1; Single Family Residential District to C-3; Highway Commercial District. Case No. P06-17. Applicant: Nelmon Brauning.

Attachments

P06-17 Staff Report

P06-17 Ord

RECOMMENDATION TO:

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

RECOMMENDATION FROM:

SUBJECT:

APPLICANT: Nelmon Brauning
FOR: Rezone
LOCATION: 4006 N. Kickapoo Street, Shawnee, OK
PROJECT#: 170409 Case# P06-17

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

R-1; Single Family Residential District

REQUESTED CLASSIFICATION:

C-3; Highway Commercial District

PROPOSED PROPERTY USE:

Commercial

PLANNING COMMISSION MEETING DATE: June 12th, 2017

PLANNING COMMISSION RECOMMENDATION: Motion passes

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
CLINARD		X	X			
WALKER			X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)						ABSENT
KIENZLE	X		X			
ROWELL			X			

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org			CASE # P06-17 PUBLIC HEARING DATE: June 7, 2017 CITY COMMISSION DATE: June 19 2017	
APPLICANT: Nelmon Brauning	35963 EW 99A Seminole, OK 74868	(405) 370-0394		
PROPERTY ADDRESS/LOCATION: 4006 N. Kickapoo Ave. Shawnee, OK 74804				
The applicant, Nelmon Brauning, is requesting a rezone from R-1 (Single Family Residential) to C-3 (Highway Commercial) for a property located at 4006 N. Kickapoo. This property is generally located north of Penny Street, on the west side of Kickapoo Street. The proposed use for this site is a restaurant or retail services. The subject site is approximately 0.71 Acres in size and is generally surrounded by other commercial uses. A rezone to C-3 does conform with the Shawnee Comprehensive Plan and remains consistent with similar rezoning cases in the area. Staff has no objection to the requested rezone.				
EXISTING ZONING: R1	EXISTING LAND USE: Residence	SURROUNDING ZONING & LAND USE: A-1 (Agricultural) R-1 (Single Family Residential) C-1(Neighborhood Commercial) C-2(Surburban Office Commercial) PUD (Planned Unit Development)	School District: I-93	PROPERTY SIZE: 0.71 Acres

STAFF RECOMMENDATION				
Based on consistency with the Shawnee Comprehensive Plan and the Shawnee Zoning Code, Staff does hereby recommend approval for the proposed from R1 (Single Family Residential) to C3 (Highway Commercial)				
APPROVE		APPROVE WITH CONDITIONS		DENY
If approved for rezone, any construction on site would require: 1. A six (6') foot sidewalk along Union Ave. and 45th ST. 2. Landscaping to cover 10% of the overall site. 3. Façade treatment to a total of 60% where facing Harrison Ave. 4. Appropriate off-street parking. Staff has received no letters of protest from surrounding property owners.				
ATTACHMENTS: 1	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS		AGENCY COMMENTS		RESPONSE TO STANDARDS
Attachments:				
Exhibit 1: Letter from property owner.				

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: P06-17
Project Number: MD409
Date Filed: April 25th 2017
Cheylene Dettgen
Planning Commission Secretary

REQUEST:

☒ Rezoning
☐ Conditional Use Permit

☐ Rezoning w/Conditional Use Permit
☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from R1 District to C3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 4006 N. Kickapoo Ave, Shawnee, OK 74804

LEGAL DESCRIPTION: College View Addition Block 2 Lot 2

PROPERTY OWNER (S): Shepilyn R. McCalister

PROPERTY AGENT (APPLICANT): Nelson Brauning

APPLICANT'S ADDRESS: 35963 EW 99A

CITY: Seminole STATE: OK ZIP: 74868

EMAIL ADDRESS: nbrauning@hotmail.com

TELEPHONE NUMBER: (405) 370-0394 CONTACT NUMBER: (405) 370-0394

DIMENSIONS OF PROPERTY: AREA: .71 AC WIDTH: 151'
LENGTH: 206' FRONTAGE: 151'

CURRENT ZONING: Res CURRENT USE: Res.

PROPOSED ZONING: C3 PROPOSED USE: Retail/Restaurant

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

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

Nelson Brauning
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 02034479

PLANNED UNIT DEVELOPMENT FEE \$ 550.00
SIGN DEPOSIT \$ 50.00

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

PLANNING COMMISSION ACTION: Motion passed DATE: June 12th 2017

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P06-17

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

The property requesting rezoning is described as follows:

Lot Two (2), in Block Two (2), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

General Location Known As:	<u>4006 N. Kickapoo Street, Shawnee, OK</u>
Current Zoning Classification:	<u>R-1; Single Family Residential District</u>
Requested Zoning Classification:	<u>C-3; Highway Commercial District</u>
Proposed Use of Property:	<u>Commercial</u>
Applicant:	<u>Nelmon Brauning</u>

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

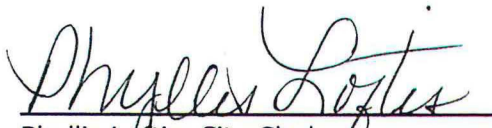
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

June 7th, 2017 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
June 19th, 2017 AT 6:30 P.M.: CITY OF SHAWNEE CITY COMMISSION

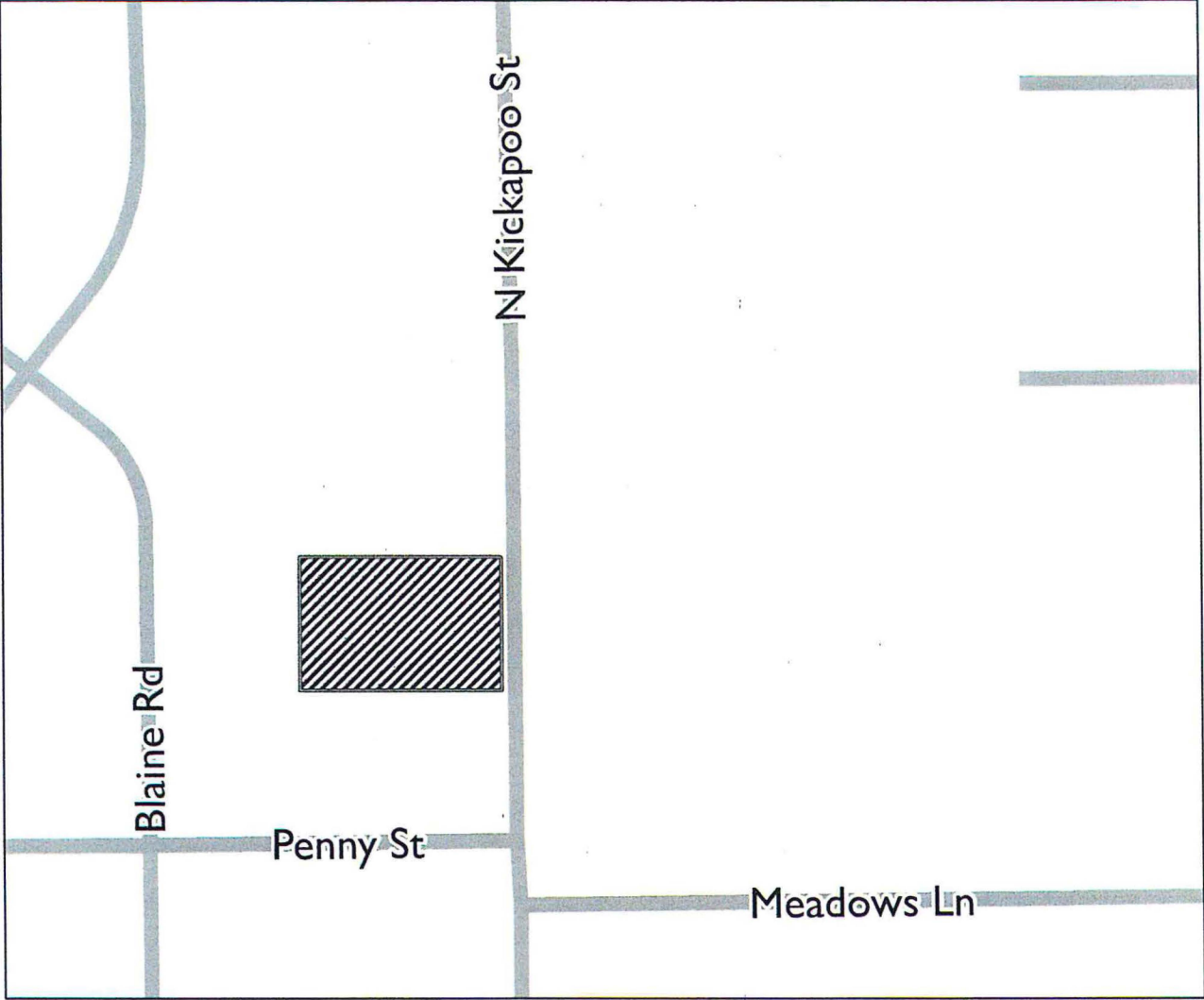
At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition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

Witness my hand this 18th day of May, 2017.




Phyllis Loftis, City Clerk

CASE# P06-17



CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

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

Lot Two (2), in Block Two (2), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (4), both inclusive.

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

Dated: April 18, 2017 at 7:30 AM

First American Title & Trust Company

By: 

Michelle Cook
Abstractor License No. 3286
OAB Certificate of Authority # 017
File No. 2234195-SH99

OWNERSHIP LIST

ORDER NO. 2234195-SH99

DATE PREPARED: April 24, 2017

EFFECTIVE DATE: April 18, 2017 @ 7:30 am

OWNER	LOT	BLK	ADDITION
TERRELL ELMER R & GLORIA JEAN TRUST 4006 N KICKAPOO SHAWNEE OK 74804-1636	2	2	COLLEGE VIEW
MALONE WM E & DREXEL W TRUST 4010 N KICKAPOO SHAWNEE OK 74804-0000	3	2	COLLEGE VIEW
EDMONSON RANDY D SEPARATE HOLDINGS TRUST 4016 N KICKAPOO SHAWNEE OK 74804-0000	4	2	COLLEGE VIEW
ABSENTEE SHAWNEE TRIBE OF OKLA 2025 S GORDON COOPER DR SHAWNEE OK 74801-0000	1	2	COLLEGE VIEW
BURDINE KRISTIN 4207 BLAINE RD SHAWNEE OK 74804-0000	13	1	BISON
GEAR RUSSELL CRAIG & DIANNA L 4205 BLAINE RD SHAWNEE OK 74804-0000	14	1	BISON
ALDANA JENNIFER 4203 BLAINE RD SHAWNEE OK 74804-0000	N61' OF 15	1	BISON
HOUSING AUTH OF THE CITY OF SHAWNEE P O BOX 3427 SHAWNEE OK 74802-0000	S9 OF 15 & N56' OF 16	1	BISON
LOHDEN WALTER M 4103 BLAINE RD SHAWNEE OK 74804-0000	S14' OF 16 & N66' OF 17	1	BISON
BROOKS LONNIE DEWAYNE 4101 BLAINE RD SHAWNEE OK 74804-0000	S4' OF 17 & ALL OF 18	1	BISON
JONES ANN E TRUSTEE OF THE ANN E JONES LIVING TRUST AGREEMENT 2010 N MINNESOTA SHAWNEE OK 74804-0000	7	2	BISON

MILES EILEEN 4104 BLAINE RD SHAWNEE OK 74804-0000	8	2	BISON
LITTLEHEAD DONNETTE 4202 BLAINE RD SHAWNEE OK 74804-0000	9	2	BISON
WHITED CLIFFORD E & PATSY J 4204 BLAINE RD SHAWNEE OK 74804-0000	10	2	BISON
DAUMAN JIMMY D & MICHELLE L 4201 N AYDELOTTE SHAWNEE OK 74804-0000	3	2	BISON
OLERS BEAUTY LLC 16 GRANADA SHAWNEE OK 74804-0000	2	2	BISON
RAMSEYER ANDREW R 4205 N AYDELOTTE SHAWNEE OK 74804-0000	1	2	BISON
SCHMITT MARTHA JAYNE 2900 HEINZ STREET SACRAMENTO, CA 95826 ETHRIDGE MARY ANN PO BOX 1105 CUSHING, OK 74023 NEWTON, MYRA E 4012 BLAINE ROAD SHAWNEE, OK 74804	1	2	COLLEGE VIEW AP
GRAY LYNN & SHANNA 4010 BLAINE RD SHAWNEE OK 74804-0000	12	2	COLLEGE VIEW AP
SMITH SUSIE ANNE 4008 BLAINE RD SHAWNEE OK 74804-0000	11	2	COLLEGE VIEW AP
WASHBURN BILL J & RETA J 4011 BLAINE RD SHAWNEE OK 74804-0000	3	1	COLLEGE VIEW AP
HARTLING KIMBERLY RAYE 4013 BLAINE RD SHAWNEE OK 74804-0000	2	1	COLLEGE VIEW AP
BARRETT FERN D 4015 BLAINE RD SHAWNEE OK 74804-0000	1	1	COLLEGE VIEW AP

KALIES ENTERPRISES LLC 21020 JUDY CIR MCLOUD OK 74851-0000	7	1	COLLEGE VIEW
KALIES ENTERPRISES LLC 21020 JUDY CIR MCLOUD OK 74851-0000	8	1	COLLEGE VIEW
GRUETTE ALFORD & SHAWNDA 101 MEADOWS LN SHAWNEE OK 74804-0000	1	2	THE MEADOWS AP
WALKER STEVEN & JUANITA SMITH 103 MEADOWS LN SHAWNEE OK 74804-0000	2	2	THE MEADOWS AP
WILSON CHARLES & MARISSA 24739 SHADY LN TECUMSEH OK 74873-0000	3	2	THE MEADOWS AP
ALGER ROBERT L 108 MEADOWS LN SHAWNEE OK 74804-0000	4	1	THE MEADOWS AP
MYLES CARRIE 106 MEADOWS LN SHAWNEE OK 74804-0000	3	1	THE MEADOWS AP
LAVALLEY TOM H & LUCY C PO BOX 1743 SHAWNEE OK 74802-1743	2	1	THE MEADOWS AP
WILLIAMS ZACHARY A 102 MEADOWS LN SHAWNEE OK 74804-0000	1	1	THE MEADOWS AP
NORTHWEST MISSIONARY BAPTIST XXXXXXXXXX XXXXXXXXXX OK -0			93-SU BEG 333'E SW/C NW NW N239' W125' S124' W208' S115' E333' POB. LAND 120
FARLEY CHARLES TRACY & RICHARD FRAZIER FARLEY 13306 MUSSON RD SHAWNEE OK 74804-0000			93-SU BEG 289'N SW/C NW NW E183' N100' W183' S100' POB. NW 6-10N-4E
HOUSING AUTHORITY OF THE SAC & FOX NATION 201 N HARRISON SHAWNEE OK 74801-0000			BEG 690'S NW/C TH E420' N690' E570' S1056' W468.9' N21*W 13.72' N88*W 333.31' N 100'W183' N244'POB LESS PART PLATTED FOUR WINDS EST NW 6-10N-4E

JONES RICHARD N LIVING TRUST P O BOX 1852 SHAWNEE OK 74802-1852			93-SU BEG 115'N & 33'E SW/C NW NW N125' E175' S124' W175' POB NW NW 6-10N-4E
---	--	--	---

April 13, 2017

To Whom it may concern:

I Sherilyn R. McCalister, trustee for the Elmer R. and Gloria Jean Terrell Trust, and the owner of the property located at 4006 N Kickapoo, Shawnee, OK. . Also known as Block 2 Lot 2 College View Addition to the city of Shawnee. I hereby give Nelmon Brauning permission to rezone my property from R1 to C3.

Respectfully,

Sherilyn R McCalister

Sherilyn R. McCalister Date:

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOT TWO (2), IN BLOCK TWO (2), COLLEGE VIEW ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM R-1; SINGLE FAMILY RESIDENTIAL DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 19th day of June, 2017, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification R-1; Single Family Residential District to C-3; Highway Commercial District.

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

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

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: LOT TWO (2), IN BLOCK TWO (2), COLLEGE VIEW ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM R-1; SINGLE FAMILY RESIDENTIAL DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this _____ day of _____, 2017.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2017.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

10.

Meeting Date: 06/19/2017

P07-17

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone with a conditional use permit for property located at 31807 Lake Road to allow for a manufactured home. Case No. P07-17. Applicant: Paige Giddens

Attachments

P07-17 Staff Rpt

P07-17 Ord

RECOMMENDATION TO:

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

RECOMMENDATION FROM:

SUBJECT:

APPLICANT: Paige Giddens
FOR: Conditional Use Permit
LOCATION: 31807 Lake Road, Shawnee, OK
PROJECT#: 170480 Case# P07-17

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: A-1; Rural Agricultural District
REQUESTED CLASSIFICATION: A-1; Rural Agricultural District w/ CUP
PROPOSED PROPERTY USE: Manufactured Home

PLANNING COMMISSION MEETING DATE: June 12th, 2017

PLANNING COMMISSION RECOMMENDATION: Motion passes

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
CLINARD			X			
WALKER			X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)						ABSENT
KIENZLE	X		X			
ROWELL		X	X			

RESPECTFULLY SUBMITTED,
Cheyenne Pettigrew
SECRETARY, PLANNING COMMISSION

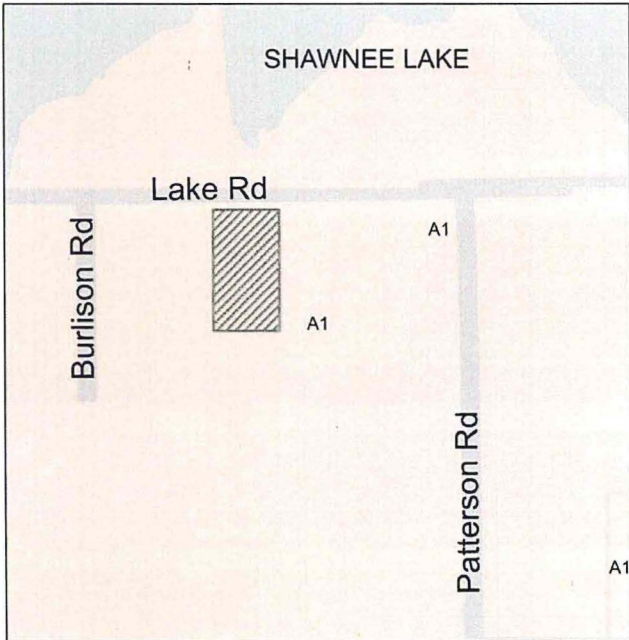
ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org		CASE # P07-17 PUBLIC HEARING DATE: June 7 th , 2017 CITY COMMISSION DATE: June 19 th , 2017			
<table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">APPLICANT: Paige Giddens</td> <td style="width: 33%; text-align: center;">1703 Dougherty Dr. Shawnee OK, 74804</td> <td style="width: 33%; text-align: right;">(405) 694-5548</td> </tr> </table>			APPLICANT: Paige Giddens	1703 Dougherty Dr. Shawnee OK, 74804	(405) 694-5548
APPLICANT: Paige Giddens	1703 Dougherty Dr. Shawnee OK, 74804	(405) 694-5548			
PROPERTY ADDRESS/LOCATION: 31807 Lake Rd. Shawnee OK, 74804					
The applicant, Paige Giddens, is requesting approval for a Conditional Use Permit (CUP) allowing residential use of a manufactured home on a lake property, currently zoned A-1 (Rural Agricultural). Per the City of Shawnee Zoning Code, a manufactured home is defined as a single-family dwelling built according to the United States Department of Housing and Urban Development Manufactured Home Construction and Safety Standards Act, which is a national preemptive building code. A manufactured home also: (1) includes plumbing, heating, air conditioning, and electrical systems; (2) is built on a permanent chassis; and (3) can be transported in one or more sections with each section at least eight (8') feet wide and forty (40') feet long when transported, or when installed on site is 320 square feet or greater. Homes built prior to June 15, 1976, even with modifications, do not meet the HUD standards and cannot be accepted as compliant with the HUD code. The requirement for a CUP was introduced in 2014 when the City Zoning Code was updated. Staff finds the subject request appropriate for this site at the lake, as there are other such structures in the surrounding area.					
EXISTING ZONING: A1	EXISTING LAND USE: Residential	SURROUNDING ZONING & LAND USE: A-1 (Agricultural)	PROPERTY SIZE: 1.64 Acres		
STAFF RECOMMENDATION					
Based on consistency with the Shawnee Comprehensive Plan and the Shawnee Zoning Code, Staff does hereby recommend approval for the proposed change from A1 (Rural Agricultural District) to A1-CUP (Rural Agricultural District with conditional use permit)					

APPROVE		APPROVE WITH CONDITIONS		DENY	
Staff has received no letters of protest from surrounding property owners.					
ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM		LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS		AGENCY COMMENTS		RESPONSE TO STANDARDS	
Attachments: Exhibit 1: Letter from the property owner.					

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: 207-17
Project Number: 170480
Date Filed: May 12th 2017
Cheryl Pettigrew
Planning Commission Secretary

REQUEST:

☐ Rezoning
☒ Conditional Use Permit

☐ Rezoning w/Conditional Use Permit
☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from A1 District to A1 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 31807 Lake Rd, Shawnee OK 74804

LEGAL DESCRIPTION: See a#. →

PROPERTY OWNER (S): James Roger Giddens, Jr. & Geneva Paige Giddens

PROPERTY AGENT (APPLICANT): Paige Giddens

APPLICANT'S ADDRESS: 1703 Dougherty Dr

CITY: Shawnee STATE: OKla ZIP: 74804

EMAIL ADDRESS: pgiddens@finley-cook.com / paigegiddens95@yahoo.com

TELEPHONE NUMBER: (405) 694-5548 CONTACT NUMBER: (405) 694-5548

DIMENSIONS OF PROPERTY: AREA: 1.64 acre WIDTH: 153 ft.
LENGTH: 466.69 ft FRONTAGE: 153 ft

CURRENT ZONING: A1 CURRENT USE: RESIDENTIAL

PROPOSED ZONING: A1 PROPOSED USE: RESIDENTIAL

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

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

Paige Giddens
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 02041411

PLANNED UNIT DEVELOPMENT FEE \$ 550.00
SIGN DEPOSIT \$ 50.00

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

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P07-17

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on an application for a Conditional Use Permit on property located within the City of Shawnee.

The applicant requests a conditional use permit for the following described property:

A tract of land Beginning at a point 466.69 feet East of the Northwest Corner of the Northeast Quarter of the Northeast Quarter (NW/c NE/4 NE/4) of Section Twenty-one (21), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 153 feet; thence South 466.69 feet; thence West 153 feet; thence North, 466.69 feet to the point of beginning.

General Location Known As:	<u>31807 Lake Road, Shawnee, OK</u>
Current Zoning Classification:	<u>A-1; Rural Agricultural District</u>
Requested Zoning Classification:	<u>A-1; Rural Agricultural District</u>
Proposed Use of Property	<u>Manufactured Home</u>
Applicant:	<u>Paige Giddens</u>

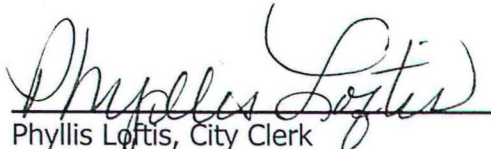
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

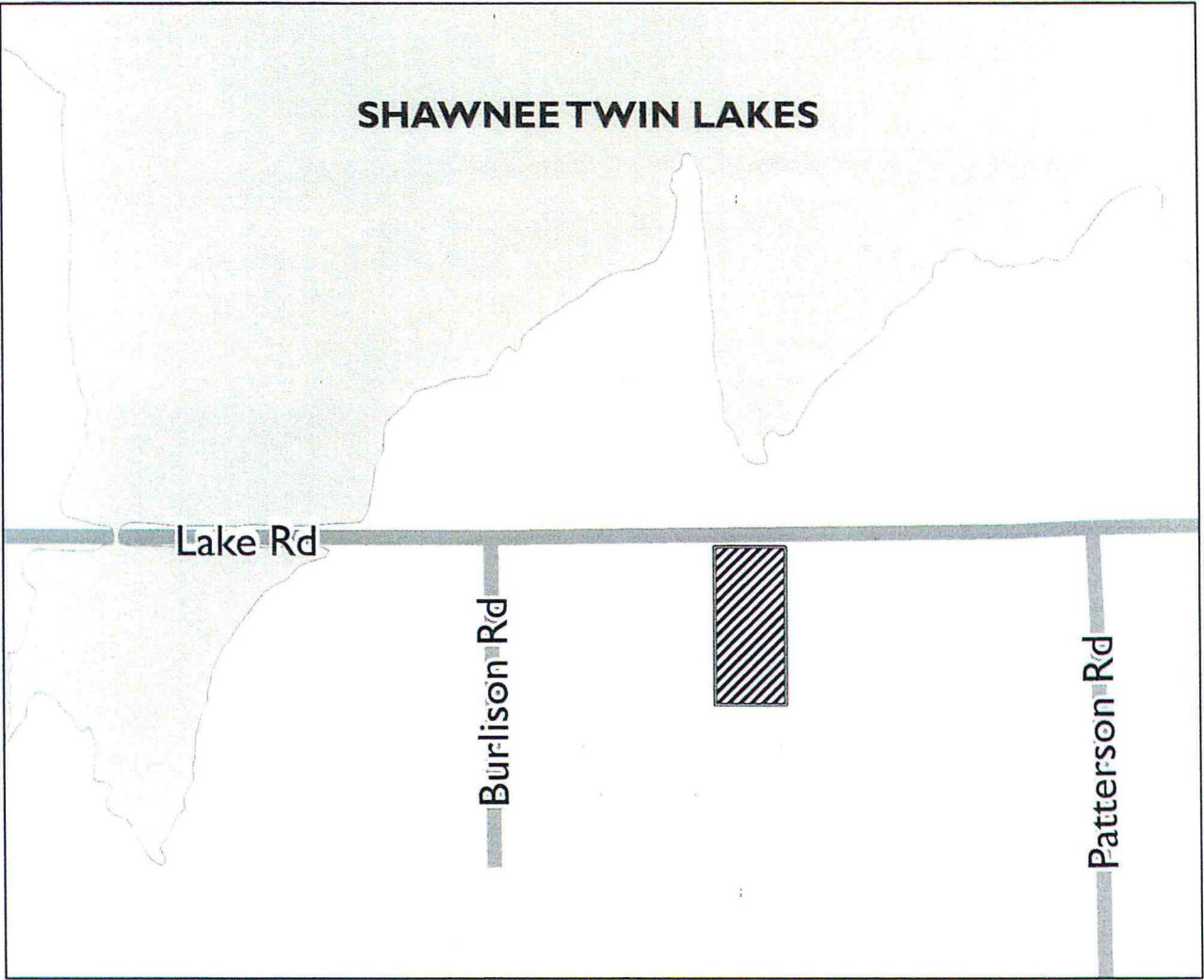
June 7th, 2017 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
June 19th, 2017 AT 6:30 P.M.: CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the conditional use permit. The Commission reserves the right to limit discussion and debate on the proposed conditional use permit in the public hearing, in which event those persons appearing in support or opposition of the proposed conditional use permit will be allotted equal time. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

Witness my hand this 18th day of May, 2017.




Phyllis Loftis, City Clerk



CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

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

A tract of land Beginning at a point 466.69 feet East of the Northwest Corner of the Northeast Quarter of the Northeast Quarter (NW/c NE/4 NE/4) of Section Twenty-one (21), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 153 feet; thence South 466.69 feet; thence West 153 feet; thence North, 466.69 feet to the point of beginning.

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

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

Dated: May 10, 2017 at 7:30 AM

First American Title & Trust Company

By: 

Michelle Cook
Abstractor License No. 3286
OAB Certificate of Authority # 017
File No. 2241670-SH99

OWNERSHIP LIST

ORDER NO. 2241670

DATE PREPARED: May 17, 2017

EFFECTIVE DATE: May 10, 2017 @ 7:30 am

OWNER	LOT	BLK	ADDITION
GIDDENS JAMES R & PAIGE 1703 DOUGHERTY DR SHAWNEE OK 74804-0000			BEG 466.69'E NW/C NE NE E153' S466.69' W153' N466.69' POB 21-10N-2E
PARKHILL STONEY L & QUINNESSA A PEACOCK 31809 LAKE RD SHAWNEE OK 74801-0000			BEG 619.69'E NW/C NE NE E370.31' S466.69' W370.31' N466.69' POB 21-10N-2E
DRECHSEL KEVIN ALLEN 195-2 WINDING WAY MINOT AFB ND 58704-0000			BEG NW/C NE NE S466.69' E466.69' N466.69' W466.69' POB LESS 20' EASEMENT 21-10N-2E
DRECHSEL KEVIN ALLEN 195-2 WINDING WAY MINOT AFB ND 58704-0000			BEG 466.89'S NW/C NE NE E466.69' S203' W466.69' N203' POB & 20' EASEMENT 21-10N-2E
HASKINS TRENT & AUTUMN 9 BURLISON SHAWNEE OK 74801-0000			BEG 669.69'S NW/C NE NE S373.35' E466.69' N373.35' W466.69' POB & BEG 1043.04'S NW/C NE NE S93.34' E466.69' N93.34' W466.69' POB 21-10N-2E
CRALL JOE & LAURA TRUST 16206 PATTERSON RD SHAWNEE OK 74801-0000			E1/2 NE LESS 17.78ACS & SW NE & SE NW LESS 1.86AC IN NE/C 21-10N-2E
SCHOOL LAND XXXXXXXXXX SHAWNEE OK -0			I-3SR ALL SEC. LESS NE LAND 17000 LESS SE NW LESS SW NW 16-10N-2E

May 5th, 2017

EXHIBIT

1

TO: Justin Debruin
The City of Shawnee
Planning Commissioners

My name is Paige Giddens. My husband and I have purchased some property @ 31807 Lake Rd, Shawnee, Ok. On December 12, 2013. The land was a "Tornado Disaster Piece of Property" that had nothing but debris left at the time of purchase. We took pride in ownership of the land to Restore, Rebuild and Relocate to the Property, one day as our HOME. We have worked vigorously since the time of purchase. We have FINALLY reached the point to make it our home.

At this time we are submitting at C.U.P. to the City of Shawnee, Planning Commissioners. To allow us on approval of course. For this Residential Agriculture land for the structure to be moved on the property:

2007 27x76 Double Wide Cavalier (see pictures)

Title #723007038032 VIN #BC07AL0137726AB

We have paid for the flood zone and have contractors lined up that work with the City Inspectors daily.

Feel free to contact me with any questions or concerns:

Paige Giddens

405-694-5548

pgiddens@finley-cook.com

paigegiddens95@yahoo.com

Thank you kindly,

Paige Giddens

Dear Planning Commission Members:

My property is located on Lake Road across the street and two houses to the east of the property requesting a special use permit for a manufactured home. The house on the subject property was damaged in the 2013 tornado and the current owners acquired it after that. There is a mobile home right next door to the property requesting the special use permit.

After the tornado in 2013, this area rebuilt with quite a few homes in the range of \$150,000 - \$200,000+. The School Land lake lots directly across from this property are under an HOA that does not allow mobile homes and requires a 1250 sq. foot minimum for houses. They are moving in the direction of establishing a long-term residential community in this area. There are also several homes being built on the lake in this area in the range of \$150,000 - \$250,000.

When the lake was built, everything around it was zoned agriculture. While this area is out from the heart of Shawnee, we are definitely growing and developing into a residential community. The homes are not spread out as they would be in the county, but are much closer together. I am not discriminating against the owners of this property but I am concerned that if the planning commission continues to approve conditional use permits for mobile homes it will adversely affect the developing community. The area around directly around the lake has changed over time from agricultural and I hope the planning commissioners of the City of Shawnee will look at it with long term vision of where they and the residents would like to see it.

I appreciate very much all of your time and consideration in reviewing this information before approving a special use permit.

Julie Akerman
517-8860

Kacie Bachhofer

From: Jen Arnold <jarnold922@gmail.com>
Sent: Thursday, June 15, 2017 4:44 PM
To: Kacie Bachhofer
Subject: Last pic from Julie Akerman
Attachments: IMG_3685.PNG; ATT00002.txt

The attached pictures show all the homes on the south side of Lake Road for 1 mile. The same side as the property in question. There are also 2 other homes within 1/2 mile of the property and 2 houses on the lake right across the street from the property. The land with the 2 RV's is the property for the CUP.



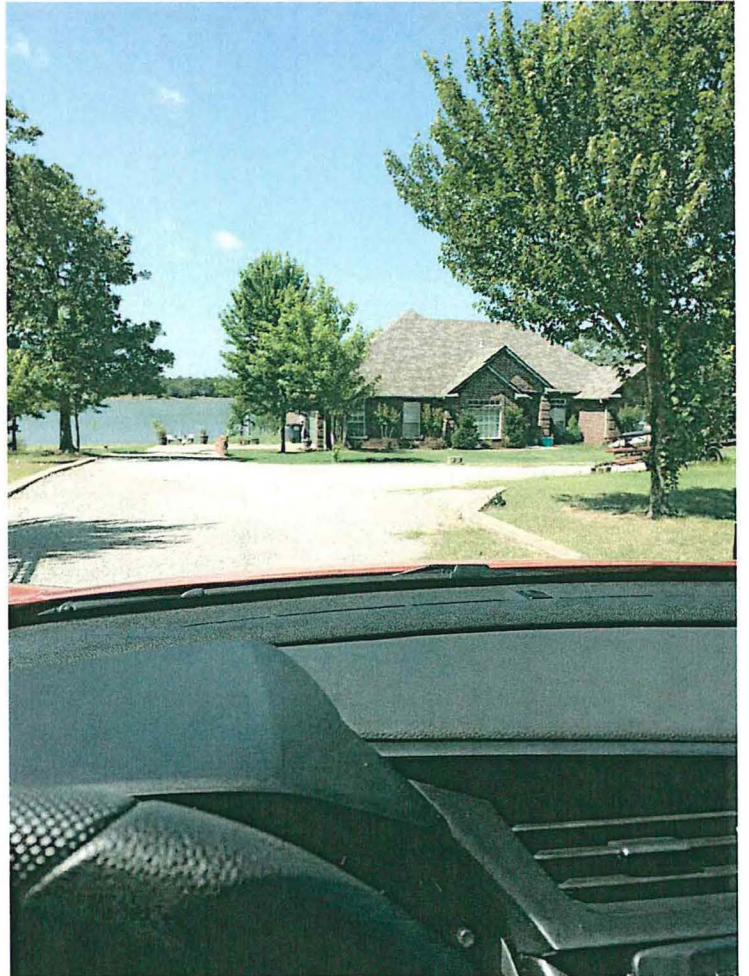
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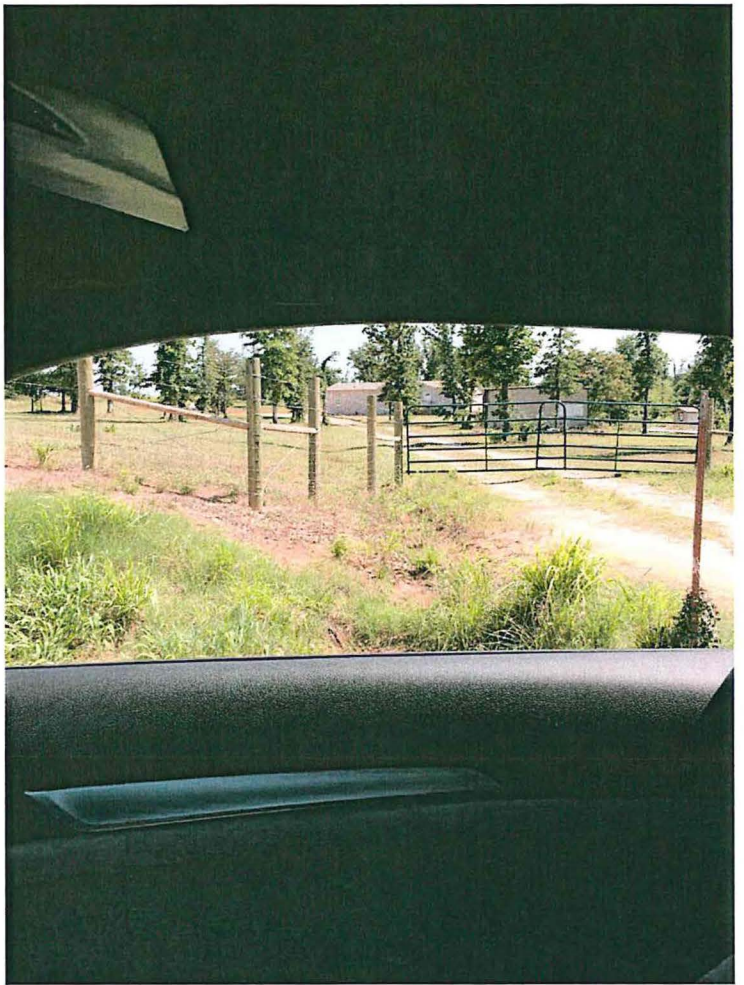
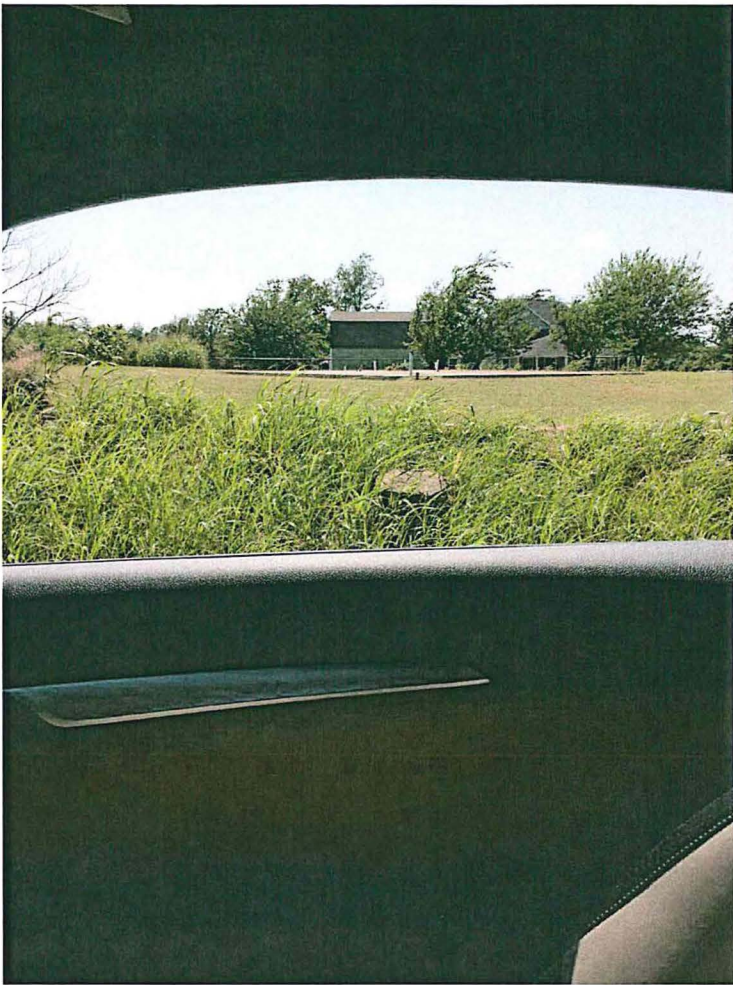
4:30 PM

34%

Done

Photo







ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND BEGINNING AT A POINT 466.69 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NW/C NE/4 NE/4) OF SECTION TWENTY-ONE (21), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 153 FEET; THENCE SOUTH 466.69 FEET; THENCE WEST 153 FEET; THENCE NORTH, 466.69 FEET TO THE POINT OF BEGINNING, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT TO A-1; RURAL AGRICULTURAL DISTRICT WITH CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 19th day of June, 2017, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification A-1; Rural Agricultural District to A-1; Rural Agricultural District with Conditional Use Permit.

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to A-1; Rural Agricultural District with Conditional Use Permit.

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND BEGINNING AT A POINT 466.69 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NW/C NE/4 NE/4) OF SECTION TWENTY-ONE (21), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 153 FEET; THENCE SOUTH 466.69 FEET; THENCE WEST 153 FEET; THENCE NORTH, 466.69 FEET TO THE POINT OF BEGINNING, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT TO A-1; RURAL AGRICULTURAL DISTRICT WITH CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this _____ day of _____, 2017.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2017.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

11.

Meeting Date: 06/19/2017

S01-17 Prel Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Preliminary Plat for Dockery Addition located at 5000 North Union Avenue. Case No. S01-17. Applicant: The Landrun Group, LLC

Attachments

S01-17 Staff Rpt

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: The Landrun Group, LLC
FOR: Preliminary Plat for Dockrey Addition
LOCATION: 5000 N. Union, Shawnee, OK
PROJECT# 170473 CASE# S01-17

PLANNING COMMISSION MEETING DATE: June 12th, 2017

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. Provide corrections to required items listed above.
2. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
3. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
4. All other applicable City standards apply

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
CLINARD	X		X			
WALKER		X	X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)						ABSENT
KIENZLE			X			
ROWELL			X			

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

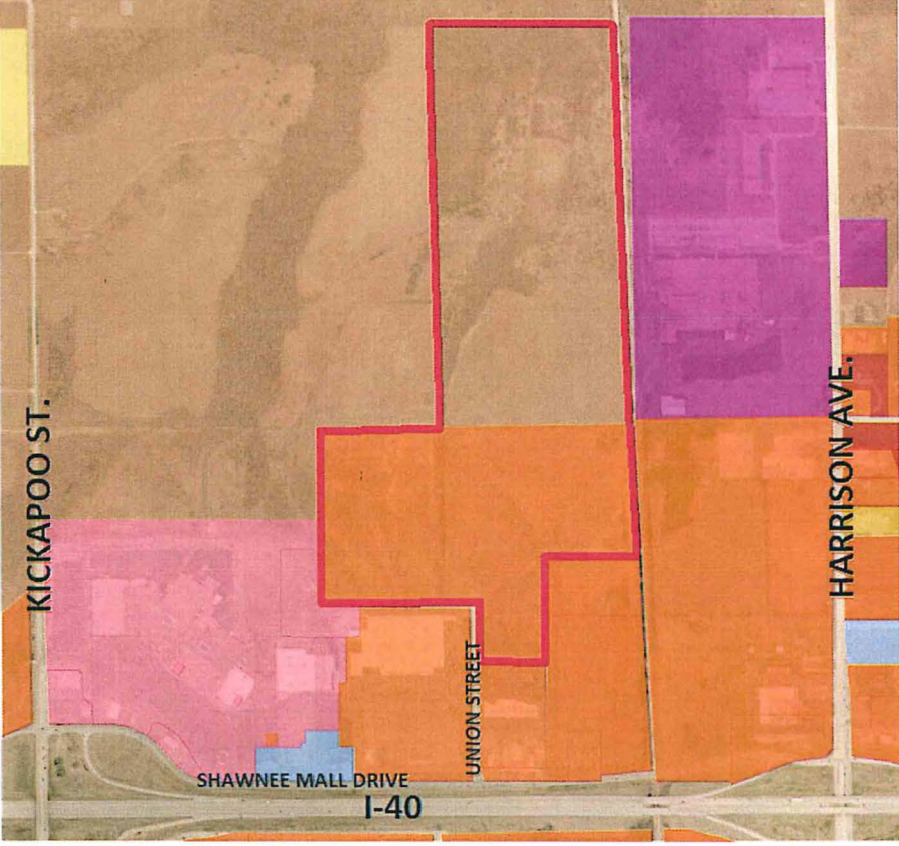
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org				CASE # S01-17 CASE # S02-17 PUBLIC HEARING DATE: June 7, 2017 CITY COMMISSION DATE: June 19, 2017	
APPLICANT: The Landrun Group, LLC		P.O. Box 1584 Shawnee, OK 74802		(405) 273-4222	
PROPERTY ADDRESS/LOCATION: 5000 N. Union					
SUMMARY OF REQUEST: The applicant has requested preliminary plat approval for the Dockrey Addition, allowing commercial development on twenty-five (25) lots over 159.55 Acres of property. The intent is to final plat through multiple phases. In addition to the preliminary plat, the applicant is requesting final plat approval on one (1) of the subject lots. Development of the entire property is not intended at this time, but in accordance with Section 80.2 of the City of Shawnee Subdivision Regulations, "The Preliminary Plat shall include all contiguous land partially or fully owned or under option by the applicant."					
EXISTING ZONING: C3	EXISTING LAND USE: Vaccant	SURROUNDING ZONING & LAND USE: A-1 (Rural Agricultural) C-3 (Highway Commercial) I-3 (Heavy Industrial) C-P (Planned Shopping Center)	Number of Lots: 25	PROPERTY SIZE: 159.55 Acres	
PRELIMINARY PLAT					
The preliminary plat is quite large, covering approximately 159.55 Acres. There are three (3) points of access proposed with individual challenges on at least two: - Access proposed along the east property line is from Westech Road, which will require collaboration between the property owner and Burlington Northern Santa Fe (BNSF) (Railroad Company). - Access proposed on the west property line will be Grant Lane, which proposed to connect to an existing,					

private drive owned by the Shawnee Mall. As detailed on the preliminary plat, an agreement between owners must be established prior to construction of said road.

The plat does appear to be in general conformance with the City of Shawnee Subdivision Regulations, but will need some minor corrections, including but not limited to:

- For the most part, required 20' perimeter easements have been affixed to the preliminary plat, but additional locations will need the perimeter easement affixed.
- Two (2) points of "statistical data" are located on the plat. One of them appears to be incorrect.
- Any detention pond located on an individual lot shall be denoted as a "common area," or be associated with an individual property.
- Phase III does not appear to be represented on the preliminary plat.

Staff Recommends approval of the Dockrey Addition Preliminary Plat with the following conditions:

1. Provide corrections to required items listed above.
2. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
3. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
4. All other applicable City standards apply

FINAL PLAT

A request has been made to final plat one (1) of the twenty-five (25) proposed lots. The subject lot is adjacent, to the north, of the Haag Addition and is approximately 1.98 Acres in size. The final plat is in general conformance with the City of Shawnee Subdivision Regulations, but will require some minor changes, including but not limited to:

A portion of the road right-of-way (ROW) at the north-west corner of the plat is not indicated as part of the property to be final platted. This 22.37' of ROW shall be indicated as within the property boundaries, or by separate instrument must be dedicated and affixed to the plat prior to recording of the final plat.

A proper legal description shall be affixed to the final plat prior to recording.

Staff recommends approval of the Dockrey Addition Final Plat Section I, with the following conditions:

1. Provide corrections to required items listed above.
2. Final construction documents, if required, must be approved by the City Engineer prior to construction.
3. Necessary drainage plans must be approved by the City Engineer prior to construction.
4. All other applicable City standards apply.

APPROVE

APPROVE WITH CONDITIONS

DENY

Staff has received no letters of protest from surrounding property owners.

ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS	AGENCY COMMENTS	RESPONSE TO STANDARDS		
Attachments: Exhibit 1: Dockrey Addition Preliminary Plat (full) Exhibit 2: Dockrey Addition Preliminary Plat (zoom) Exhibit 3: Dockrey Addition Final Plat: Section I				

PRELIMINARY PLAT APPLICATION FOR THE CITY OF SHAWNEE

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map (kdtrain@shawneeok.org) and filing fees upon submitting this application.

APPLICANT The LandRun Group, LLC
APPLICANT ADDRESS PO Box 1584 Shawnee, OK 74002-1584
APPLICANT PHONE NUMBERS 405-273-4222
EMAIL ADDRESS Slandes@landrungleup.com
NAME OF PLAT Dockrey Addition
LOCATION 5000 N. Union Shawnee, OK 74804
NUMBER OF ACRES 159.55 NUMBER OF LOTS 25

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: COST IS \$225.00
PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS _____
PLUS \$1.00 PER LOTS OVER FIFTY(50) LOTS NUMBER OF LOTS _____
TOTAL COST _____

FOR LESS THAN 2 ACRE LOTS: COST IS \$225.00
PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 25 \$50.00
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST \$ 275.00

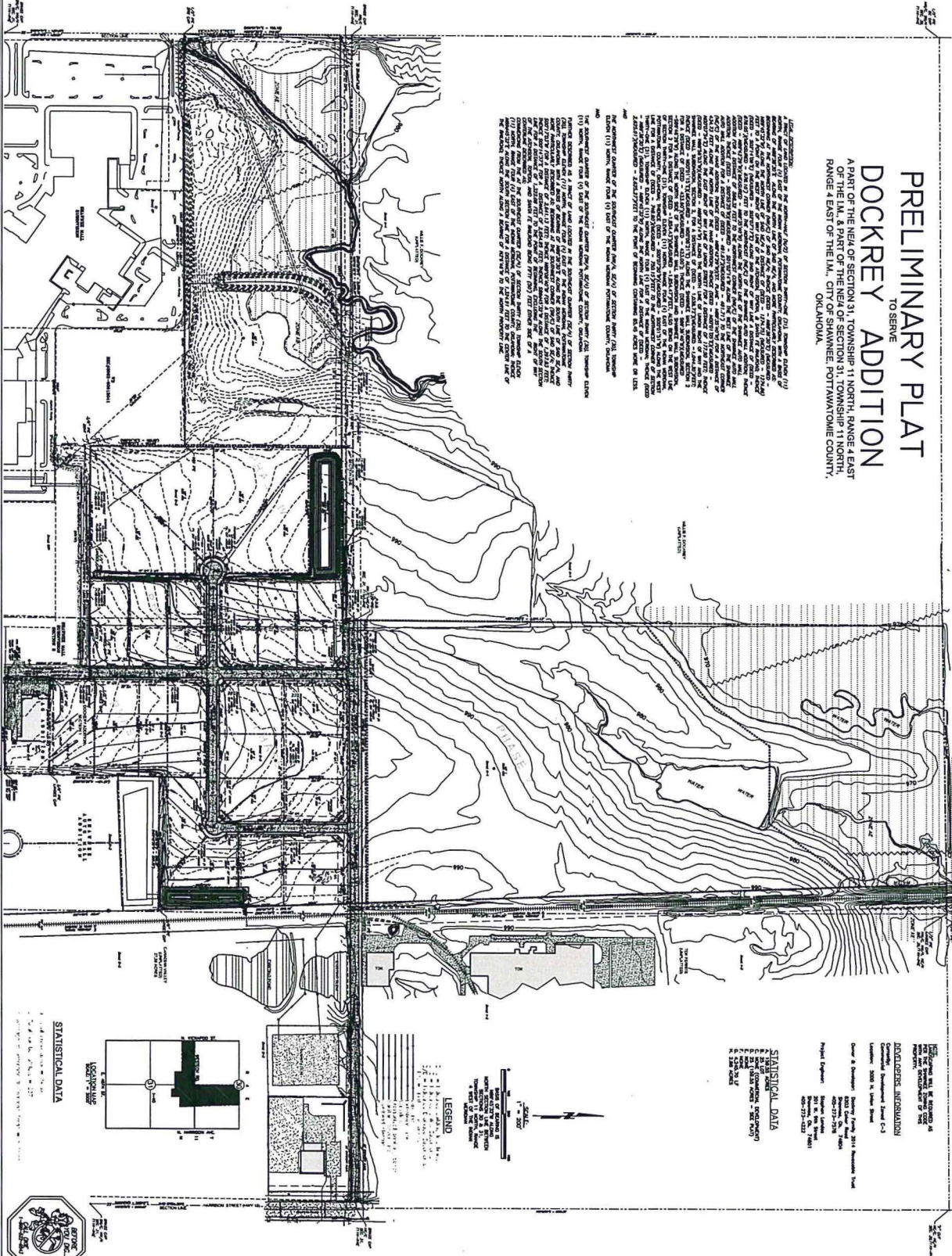
OWNER/DEVELOPER INFORMATION:

NAME Dockrey Family 2014 Revocable Trust
ADDRESS 6203 Coker Rd. Shawnee, OK 74804
CONTACT NUMBERS 273-7578
EMAIL ADDRESS _____

PROJECT ENGINEER INFORMATION:

NAME The LandRun Group, LLC
ADDRESS PO Box 1584 Shawnee, OK 74002-1584
CONTACT NUMBERS 405-273-4222
EMAIL ADDRESS Slandes@landrungleup.com

PRELIMINARY PLAT TO SERVE DOCKREY ADDITION

[illegible][illegible]

SCALE
1" = 200'

STUDY AREA

ROADS

LEGEND

1. STUDY AREA

2. ROADS

3. OTHER FEATURES

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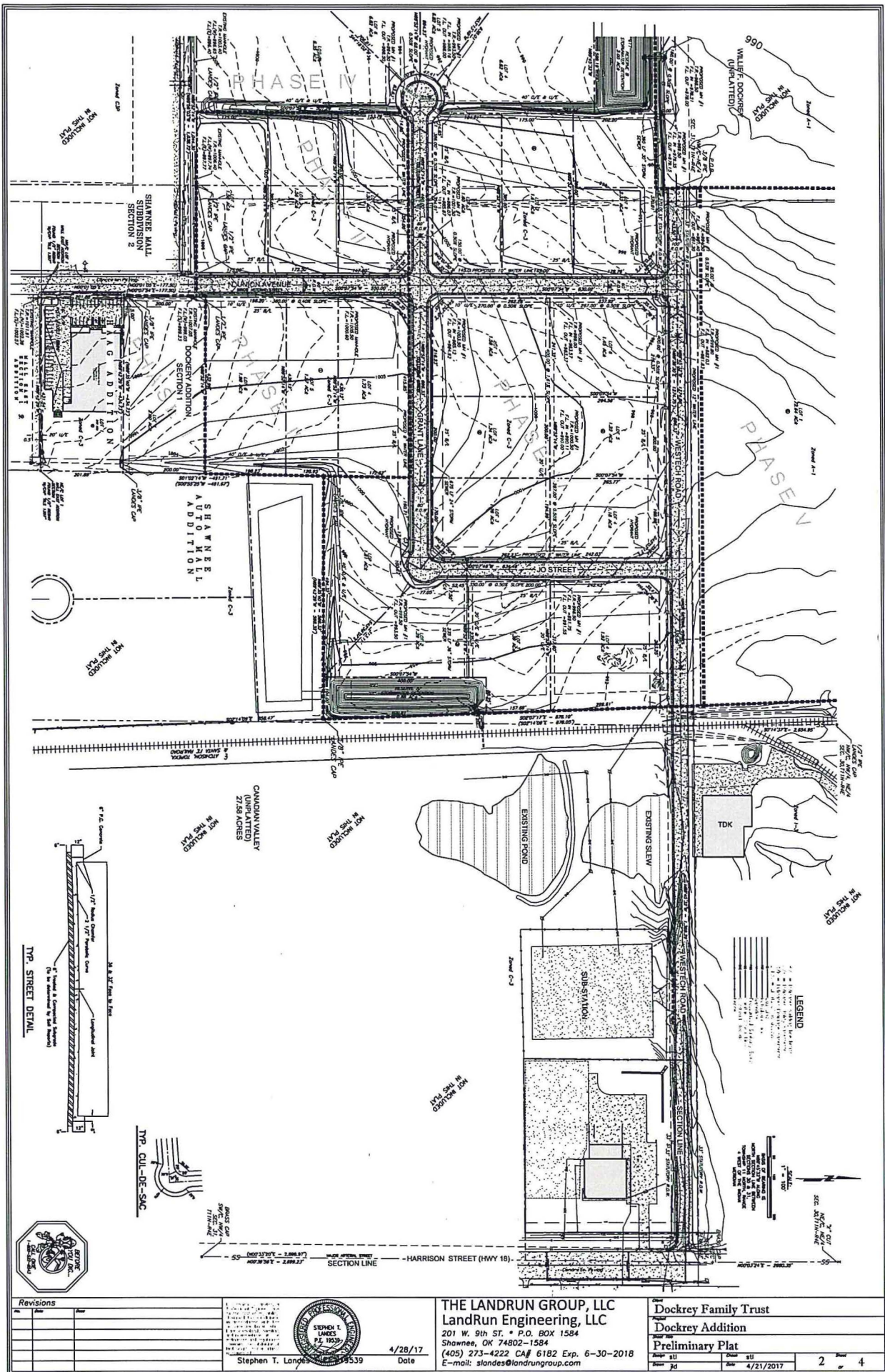
99. OTHER FEATURES

100. OTHER FEATURES

[illegible]

THE LANDRUN GROUP, LLC
LandRun Engineering, LLC
 201 W. 9th ST. * P.O. BOX 1584
 Shawnee, OK 74802-1584
 (405) 273-4222 Call 6182 Exp. 6-30-2018
 E-mail: slander@landruneng.com

Owner	Dockrey Family Trust		
Project	Dockrey Addition		
Sheet Title	Preliminary Plat		
Design	STI	Client	STI
		1	Sheet 4



Revisions	By	Date

THE LANDRUN GROUP, LLC
 LandRun Engineering, LLC
 201 W. 9th ST. • P.O. BOX 1584
 Shawnee, OK 74802-1584
 (405) 273-4222 CA# 6182 Exp. 6-30-2018
 E-mail: slandes@landrungle.com

4/28/17
 Date

Stephen T. Lander
 19539

Dockrey Family Trust
 Dockrey Addition
 Preliminary Plat

2 4

4/21/2017

Regular Board of Commissioners

12.

Meeting Date: 06/19/2017

S02-17 Final Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Final Plat for Dockery Addition located at 5000 North Union Avenue. Case No. S02-17. Applicant: The Landrun Group, LLC

Attachments

S02-17 Staff Rpt

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: The Landrun Group, LLC
FOR: Final Plat for Dockrey Addition
LOCATION: 5000 N. Union, Shawnee, OK
PROJECT# 170474 CASE# S02-17

PLANNING COMMISSION MEETING DATE: June 12th, 2017

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. Provide corrections to required items listed above.
2. Final construction documents, if required, must be approved by the City Engineer prior to construction.
3. Necessary drainage plans must be approved by the City Engineer prior to construction.
4. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
CLINARD	X		X			
WALKER			X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)						ABSENT
KIENZLE		X	X			
ROWELL			X			

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

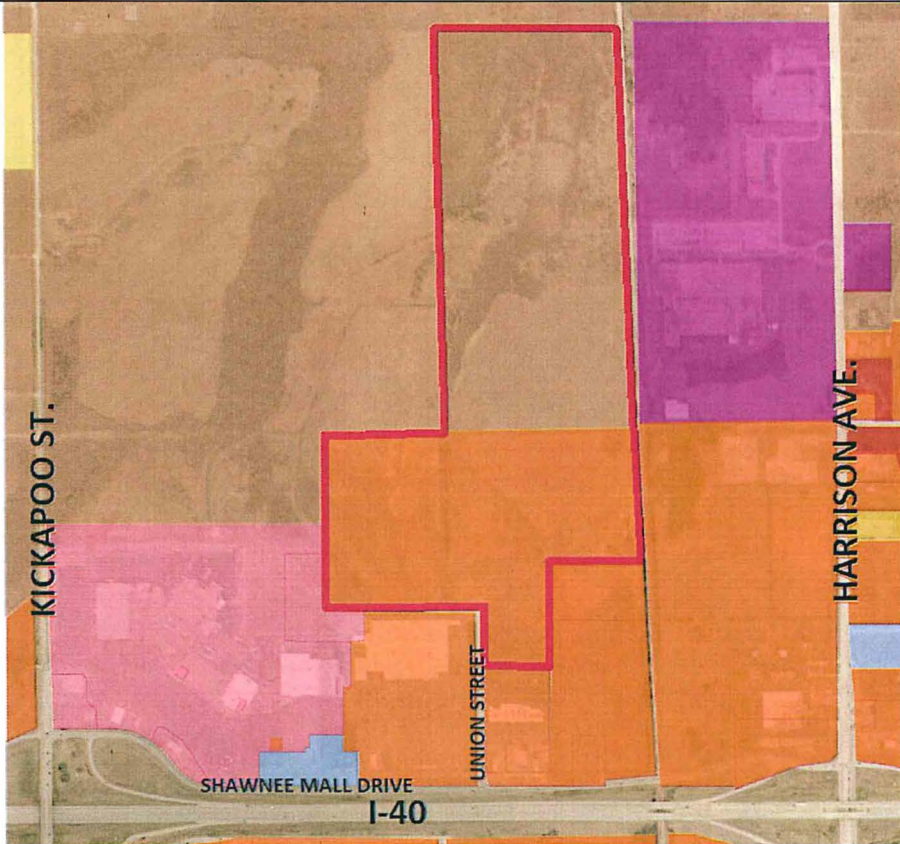
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org			CASE # S01-17 CASE # S02-17 PUBLIC HEARING DATE: June 7, 2017 CITY COMMISSION DATE: June 19, 2017	
APPLICANT: The Landrun Group, LLC	P.O. Box 1584 Shawnee, OK 74802		(405) 273-4222	
PROPERTY ADDRESS/LOCATION: 5000 N. Union				
SUMMARY OF REQUEST: The applicant has requested preliminary plat approval for the Dockrey Addition, allowing commercial development on twenty-five (25) lots over 159.55 Acres of property. The intent is to final plat through multiple phases. In addition to the preliminary plat, the applicant is requesting final plat approval on one (1) of the subject lots. Development of the entire property is not intended at this time, but in accordance with Section 80.2 of the City of Shawnee Subdivision Regulations, "The Preliminary Plat shall include all contiguous land partially or fully owned or under option by the applicant."				
EXISTING ZONING: C3	EXISTING LAND USE: Vacant	SURROUNDING ZONING & LAND USE: A-1 (Rural Agricultural) C-3 (Highway Commercial) I-3 (Heavy Industrial) C-P (Planned Shopping Center)	Number of Lots: 25	PROPERTY SIZE: 159.55 Acres
PRELIMINARY PLAT				
The preliminary plat is quite large, covering approximately 159.55 Acres. There are three (3) points of access proposed with individual challenges on at least two: - Access proposed along the east property line is from Westech Road, which will require collaboration between the property owner and Burlington Northern Santa Fe (BNSF) (Railroad Company). - Access proposed on the west property line will be Grant Lane, which proposed to connect to an existing,				

private drive owned by the Shawnee Mall. As detailed on the preliminary plat, an agreement between owners must be established prior to construction of said road.

The plat does appear to be in general conformance with the City of Shawnee Subdivision Regulations, but will need some minor corrections, including but not limited to:

- For the most part, required 20' perimeter easements have been affixed to the preliminary plat, but additional locations will need the perimeter easement affixed.
- Two (2) points of "statistical data" are located on the plat. One of them appears to be incorrect.
- Any detention pond located on an individual lot shall be denoted as a "common area," or be associated with an individual property.
- Phase III does not appear to be represented on the preliminary plat.

Staff Recommends approval of the Dockrey Addition Preliminary Plat with the following conditions:

1. Provide corrections to required items listed above.
2. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
3. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
4. All other applicable City standards apply

FINAL PLAT

A request has been made to final plat one (1) of the twenty-five (25) proposed lots. The subject lot is adjacent, to the north, of the Haag Addition and is approximately 1.98 Acres in size. The final plat is in general conformance with the City of Shawnee Subdivision Regulations, but will require some minor changes, including but not limited to:

A portion of the road right-of-way (ROW) at the north-west corner of the plat is not indicated as part of the property to be final platted. This 22.37' of ROW shall be indicated as within the property boundaries, or by separate instrument must be dedicated and affixed to the plat prior to recording of the final plat.

A proper legal description shall be affixed to the final plat prior to recording.

Staff recommends approval of the Dockrey Addition Final Plat Section I, with the following conditions:

1. Provide corrections to required items listed above.
2. Final construction documents, if required, must be approved by the City Engineer prior to construction.
3. Necessary drainage plans must be approved by the City Engineer prior to construction.
4. All other applicable City standards apply.

APPROVE

APPROVE WITH CONDITIONS

DENY

Staff has received no letters of protest from surrounding property owners.

ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS	AGENCY COMMENTS	RESPONSE TO STANDARDS		
Attachments: Exhibit 1: Dockrey Addition Preliminary Plat (full) Exhibit 2: Dockrey Addition Preliminary Plat (zoom) Exhibit 3: Dockrey Addition Final Plat: Section I				

FINAL PLAT APPLICATION FOR THE CITY OF SHAWNEE

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, ~~1~~ electronic map (kdtrain@shawneeok.org) and filing fees upon submitting this application.

APPLICANT The LandRun Group, LLC

APPLICANT ADDRESS Po Box 1584 Shawnee, OK 74802-1584

APPLICANT PHONE NUMBERS 405-273-4222

EMAIL ADDRESS slandes@landruncgroup.com

NAME OF PLAT Dockrey Addition

LOCATION 5000 N. Union Shawnee, OK 74804

NUMBER OF ACRES 159.55 NUMBER OF LOTS 25

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: COST IS \$325.00

PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS

PLUS \$1.00 PER LOTS OVER FIFTY(50) LOTS NUMBER OF LOTS

TOTAL COST

FOR LESS THAN 2 ACRE LOTS: COST IS \$325.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 25 \$ 50.00

PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS

TOTAL COST \$ 375.00

OWNER/DEVELOPER INFORMATION:

NAME Dockrey Family 2014 Revocable Trust

ADDRESS 6203 Coker Rd. Shawnee, OK 74804

CONTACT NUMBERS 273-7578

EMAIL ADDRESS

PROJECT ENGINEER INFORMATION:

NAME The LandRun Group, LLC

ADDRESS Po Box 1584 Shawnee, OK 74802-1584

CONTACT NUMBERS 405-273-4222

EMAIL ADDRESS slandes@landruncgroup.com

Regular Board of Commissioners

13.

Meeting Date: 06/19/2017

S03-17 Final Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Final Plat for Domino Plaza Addition Section I located at the northeast corner of 45th Street and Harrison Avenue. Case No. S03-17. Applicant: Shawnee Harrison, LLC

Attachments

S03-17 Staff Rpt

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Shawnee Harrison, LLC
FOR: Final Plat for Domino Plaza Addition, Section I
LOCATION: 45th Street and Harrison Ave, Shawnee, OK
PROJECT# 170475 CASE# S03-17

PLANNING COMMISSION MEETING DATE: June 12th, 2017

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. Final engineered drainage plan must be approved by the City Engineer prior to construction.
2. Correct one (1) drainage easement that shall be reflected as " private" on the final plat, prior to recording.
3. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
CLINARD			X			
WALKER	X		X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)						ABSENT
KIENZLE		X	X			
ROWELL			X			

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

City of Shawnee
Planning Department
222. N. Broadway
Shawnee, OK 74801
(405) 878-1616
Fax: (405) 878-1587
www.ShawneeOK.org



CASE # S03-17
PUBLIC HEARING DATE:
June 7, 2017
CITY COMMISSION DATE:
June 19, 2017

APPLICANT:
**Shawnee
Harrison LLC**

**1715 South Hwy 183
Clinton, OK 73601**

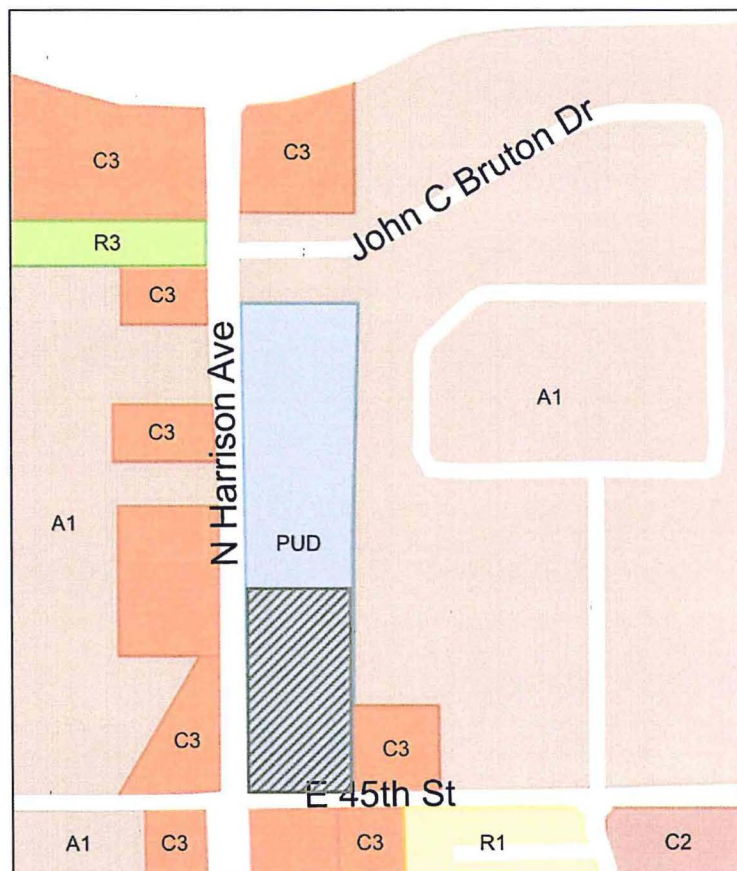
(580) 331-3711

PROPERTY ADDRESS/LOCATION: **45th & Harrison**

BRIEF SUMMARY OF REQUEST:

The applicant is requesting final plat approval for Domino Plaza Addition Section I, located at the NE corner of 45th Street and Harrison Avenue. The preliminary plat and Planned Unit Development (PUD) were approved by the City Commission on November 7, 2016. The full scope of this development includes five (5) commercial lots on 14.76 Acres of land with pad sites available for four (4) restaurants, two (2) hotels, one (1) convenience store / gas station, and space for a 1.17 Acre privately maintained dog park.

The subject final plat for section I includes the two (2) southern-most lots, dedicated for the convenience store / gas station and one (1) hotel. It also includes Common areas 'A' and 'B,' which are the dog park and detention pond. For this first section, all water and sanitary sewer lines are in place, and no public streets will be extended, making the final plat quite straight forward.



EXISTING ZONING:
PUD

EXISTING
LAND USE:
Vacant

SURROUNDING ZONING & LAND USE:
**A1 (Rural Agricultural)
C3 (Highway Commercial)**

School District:
Grove

PROPERTY SIZE:
1.58 Acres

STAFF RECOMMENDATION				
The subject final plat is in full conformance with the approved preliminary plat, PUD, and the City of Shawnee Subdivision Regulations; Therefore, Staff recommends approval of Domino Plaza Section I Final Plat. Staff hereby recommends approval for the Domino Plaza Section I Final Plat, with the following conditions: 1. Final engineered drainage plan must be approved by the City Engineer prior to construction. 2. Correct one (1) drainage easement that shall be reflected as "private" on the final plat, prior to recording. 3. All other applicable City standards apply.				
APPROVE	APPROVE WITH CONDITIONS		DENY	
Staff has received no letters of protest from surrounding property owners.				
ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS		AGENCY COMMENTS		RESPONSE TO STANDARDS
Attachments:				
Exhibit 1: Domino Plaza Final Plat: Section I Exhibit 2: Submittal Letter Exhibit 3: Preliminary Plat – Domino Plaza				

FINAL PLAT APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: 503-17
Project Number: 170475
Date Filed: 3-10-17
Amount Paid: \$231.00
Receipt No.: 02040408

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call 878-1616 with any questions.

APPLICANT Shawnee Harrison LLC
APPLICANT ADDRESS 1715 South Hwy 183, Clinton, OK 73601
APPLICANT PHONE NUMBERS 580-331-3711
EMAIL ADDRESS msmith@elmersmithoil.com
NAME OF PLAT Domino Plaza Addition Section 1
LOCATION 45th & Harrison
NUMBER OF ACRES 7.02 NUMBER OF LOTS 2

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00
PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 2 \$6.00
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST \$231.00

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00
PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS _____
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST _____

OWNER/DEVELOPER INFORMATION:

NAME Shawnee Harrison LLC
ADDRESS 1715 South Hwy 183, Clinton, OK 73601
CONTACT NUMBERS 580-331-3711
EMAIL ADDRESS msmith@elmersmithoil.com

PROJECT ENGINEER INFORMATION:

NAME Cedar Creek Engineering (Jon Doyle)
ADDRESS PO Box 14534, Okc, Ok 73113
CONTACT NUMBERS 405-778-3385
EMAIL ADDRESS jdoyle@cedarcreekinc.com

APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS PRIOR TO MEETING



FINAL PLAT
DOMINO PLAZA ADDITION SECTION 1
A Part of the West Half of the S.W. Quarter, Section 32, T. 11 N., R. 4E, I.M.
Shawnee, Pottawatomie County, Oklahoma

S.E. CORNER, S.W. QUARTER
SECTION 32, T. 11 N., R. 4 E., I.M.
FIND 0.00' 2" BRASS CAP
FIND AREA MARK BY
BOWEN & GIBSON, P.L.L.C.
DATE JANUARY 31, 2009



Line Table		
Line #	Direction	Length
L1	S 00°41'20" E	19.00
L2	S 00°41'20" E	6.30
L3	S 89°17'14" W	18.54
L4	S 00°41'20" E	13.97
L5	N 00°42'25" W	26.77
L6	S 89°17'25" W	10.00
L7	N 00°01'41" E	16.00

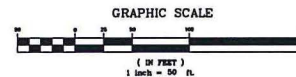
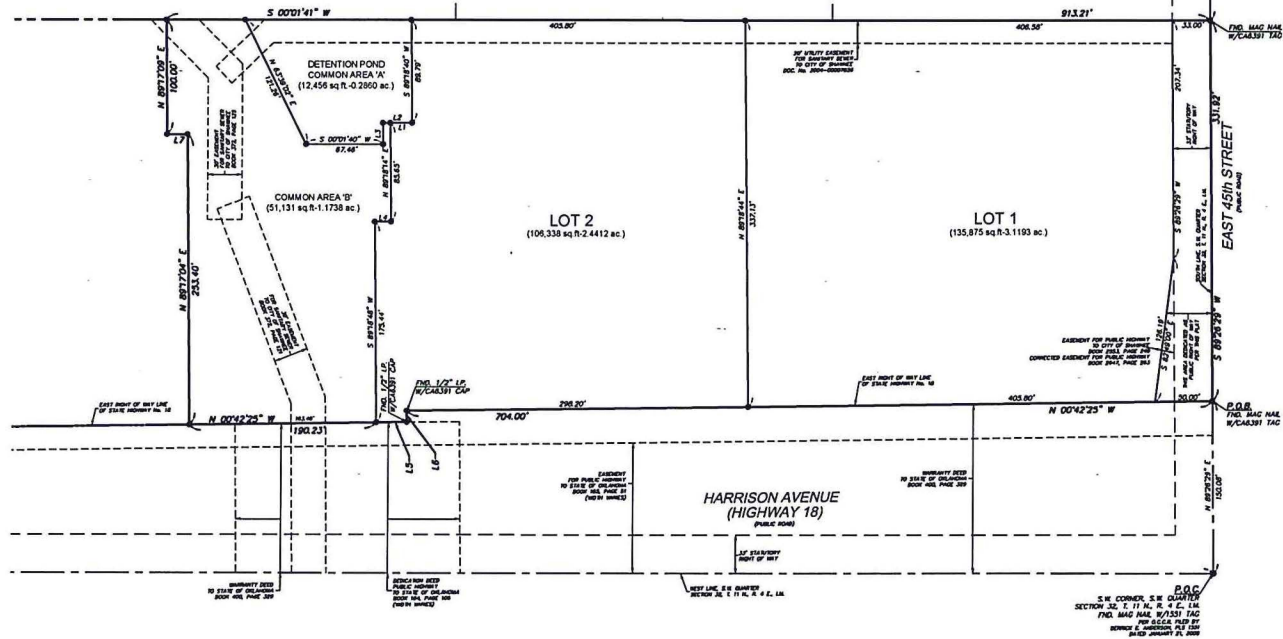
N-F
GORDON COOPER AREA
VOCATIONAL-
TECHNICAL SCHOOL DISTRICT NO. 5
WARRANTY DEED
BOOK 347, PAGE 393

N-F
GORDON COOPER AREA
VOCATIONAL-
TECHNICAL SCHOOL DISTRICT NO. 5
WARRANTY DEED
BOOK 371, PAGE 91

N-F
GATEWAY TO PREVENTION AND
RECOVERY, INC.
MORTGAGE
RECEIPT NO. 2519
DATED 3-19-2022

Statistical Data:

Number of Acres: 7.0202 Acres (Gross), 5.5605 Acres (Net)
Number of Lots: 2 (commercial; 5.56 acres)
Acreage of Common Areas: 1.460 acres





DODSON - THOMPSON - MANSFIELD, PLLC
2010 NE 30th Street, Suite 100
Shawnee, OK 74801
Phone: 405-603-1400
Fax: 405-603-1401
Email: info@dtm-llc.com
Surveying - Engineering - Earthwork
CERTIFICATE OF AUTHORIZATION NO. 6391 EXPIRES JUNE 30, 2018

Regular Board of Commissioners

14.

Meeting Date: 06/19/2017

Adopting Code 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 adopting and enacting a new code for the City Commission.

Attachments

Recod Code Ord

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF SHAWNEE, OK; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; PROVIDING FOR CODIFICATION, REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, the Code of Ordinances of the City of Shawnee must be amended from time to time to comply with the laws of the State of Oklahoma and the Charter of the City of Shawnee; and

WHEREAS, the Mayor and City Commission have determined that other amendments must be made for the more efficient and practical operations for the City of Shawnee:

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

Section 1. The Code entitled "Code of the City of Shawnee, Oklahoma," published by Municipal Code Corporation, consisting of chapters 1 through 28, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before May 16, 2017, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine of up to the maximum amount permitted or required by state law. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the city council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after May 16, 2017 that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7: **CODIFICATION.** This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 8: **REPEALER.** All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

Section 9: **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 10: **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 _____, 20____.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately approved this this _____ day of _____, 20____.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this this _____ day of _____, 20____.

JOSEPH M. VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

15.

Meeting Date: 06/19/2017

Sales Tax 06-2017

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received June 2017.

Attachments

Sales Tax 06-2017



Date: June 13, 2017
TO: Mayor and Commissioners
From: Cynthia S. Arnold, Finance Director
Subject: June sales tax and use tax collections

Sales Tax Collections:

June deposit for sales tax was \$1,556,869 which will be divided among the following funds:

General	\$ 1,037,912
Capital Improvements	\$ 201,095
Street Fund	\$ 227,044
Economic Development	\$ 25,948
Police Sales Tax Fund	\$ 32,435
Fire Sales Tax Fund	\$ 32,435

Compared to June 2016 we were up \$119,457 or 8.31% .For the fiscal year we are up \$118,804 or .66%. Staff is very optimistic about the future. We have been able to hold our own even with the downturn of the economy. We all need to remember one thing SHOP SHAWNEE !!!!!.

Use tax deposit in June for May collections was \$159,184. In 2016 it was \$124,088.

With the additional remittance of sales tax from Amazon it will be interesting to track the use tax in the future.

As shown in the table below, we are doing much better this fiscal year than we did in 14-15.

Other charts will be updated for next meeting

Comparison of Sales Tax:

	July 2014	July 2015	July 2016	Increase	(Decrease)
	through	through	through	Over Prior Year	
Month	June 2015	June 2016	June 2017	Amount	Percentage
July	1,477,552	1,442,218	1,475,520	33,302	2.31%
Aug	1,432,227	1,588,410	1,530,246	(58,164)	(3.66%)
Sept	1,426,359	1,494,203	1,490,836	(3,367)	(0.23%)
Oct	1,428,921	1,545,245	1,496,732	(48,513)	(3.14%)
Nov	1,374,143	1,426,192	1,468,286	42,095	2.95%
Dec	1,441,774	1,506,784	1,405,365	(101,420)	(6.73%)
Jan	1,499,067	1,546,951	1,558,709	11,758	0.76%
Feb	1,580,604	1,605,202	1,676,413	71,211	4.44%
March	1,292,781	1,316,044	1,370,990	54,946	4.18%
April	1,426,451	1,552,529	1,469,441	(83,088)	(5.35%)
May	1,466,536	1,493,399	1,573,986	80,587	5.40%
June	1,438,144	1,437,412	1,556,869	119,457	8.31%
Total	17,284,558	17,954,589	18,073,392	118,804	0.66%
.					
		Prior Year	Current Year	Increase	(Decrease)
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		17,954,589	18,073,392	118,804	0.66%

Regular Board of Commissioners

16.

Meeting Date: 06/19/2017

CM Rpt

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Report

Attachments

CM Rpt 05-2017

City Manager Report

May 2017



Highlights May/Early-June

Strategic Plan Adopted

On June 5, the Shawnee City Commission adopted Resolution #6542, formally approving the Shawnee Strategic Plan 2017-2022. This is the City's first Strategic Plan. For more information, please see: www.shawneeok.org/strategicplan.

Website Update

On April 3, the City Commission authorized staff to solicit proposals from qualified firms skilled to completely update the City's website. Staff has now reviewed 10 proposals and narrowed the field to three firms that will be interviewed in July. A contract should be presented to the City Commission on July 17. The new website should launch in December or January.

EXPO Highlights – It's Rodeo Time!

Staff is working on implementation of the Avedis Grant for the Conference Center remodel. All flooring has now been installed along with the new sound system. The HVAC and lighting work is expected to wrap up soon.

The International Finals Youth Rodeo will be held at the EXPO July 9-14. This is the 25th Anniversary of this incredible event. For a complete schedule, see: <http://www.ifyr.com/>

OTHER UPDATES BY DEPARTMENT

Finance/Treasurer Report

Sales Tax. May sales tax collected was \$1,573,986 compared to May 2016 we are up \$80,587 or 5.40 percent. For the fiscal year, the City is down only \$653. The budget situation is challenging for many communities in Oklahoma and Shawnee is holding up well. We continue to encourage citizens to "Shop Shawnee" so we can maintain and improve our service levels.

Shawnee Municipal Authority

Master Plan Implementation. In 2014, the SMA adopted a Comprehensive Water and Wastewater Master Plan which evaluated all water supply, water treatment, collection systems and wastewater treatment facilities. The Plan included a Capital Improvement Plan (CIP) with recommendations for prioritization and phasing of the recommended short term (0-5 years and 5-10 years) and long term (10-20 years) Capital Improvements Plan (CIP) projects. The projects to be considered for this RFQ are short term recommendations of the Master Plan. Staff concluded negotiating contract terms for engineering services with C.H. Guernsey, the selected consultant. Guernsey and staff had an official kickoff meeting March 24

Meetings and Noteworthy Items

City Commission – June 19, **July 3 meeting cancelled**, July 17

Planning Commission – July 5

Beautification Meeting – July 20

Traffic Commission – June 27

Other Important Dates

Knights Auto Show- June 24

Veterans Independence Day parade- July 4

IFYR- July 9-14 (25th Anniversary)

Third Friday Block Party- July 21

Other Events:

www.visitshawnee.com/Calendar

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

Board Openings:

Beautification Committee

Traffic Commission

Planning Commission

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

City Manager Report

May 2017



that started with a presentation by Guernsey and ended with Guernsey and SMA staff touring the Southside Sewer Plant, Water Treatment Plant and the Northside Sewer Plant. Guernsey conducted a detailed immersion of the plants on April 27 and 28. SMA staff and Guernsey presented the Capital Improvement Plans to DEQ on Tuesday, May 9, 2017.

DATA Collection for Sewer Collections Manholes/Pipe Data. The purpose of this initiative is to complete the wastewater hydraulic model and build an accurate sewer collections map that can be used by staff in the field. The agreement between Smith Roberts Baldischwiler, LLC (SRB) and SMA/City of Shawnee was signed by the City Manager on June 8, 2016. Data Collection is 100% complete. SRB presented the Sewer Map and Hydraulic Model to SMA on March 22. The Model and GPS Data was delivered on April 17, but was incomplete. The Sewer Model is 100% complete and GPS Data has a few minor details needed before completion.

Operations Department

Parks Master Plan Design Phase. A public meeting was held on May 18 at the EXPO Center showing the preliminary drawings of the new Park designs and gathering the public's input. The designs were also posted on the City's website for public review and comment. The comments are now being sent to the landscape architect to be incorporated into the designs. Another public meeting will be scheduled in the near future to review the final drafts. For more information on the preliminary design, please see "news" at www.shawneeok.org.

EXPO Conference Center Remodel. The lighting contractor has been installing the new can lighting and is awaiting the arrival of the 2' x 4' retrofits for the florescent lighting. The concrete pad extensions on the East side of the building has been poured and the contractor is preparing to begin installation for the HVAC. All three contractors are due to be finished by July 1 in time for the IFYR.

Engineering and Streets

Rehab Concrete Streets Project. Project was let for bids and the Bid Opening occurred at the May 15 Commission meeting. Bids have been tabulated and references checks completed, and Staff will make a recommendation of award to the City Commission at their June 19, 2017 commission meeting. This project is a maintenance type project with the removal and replacement of badly broken and cracked concrete paving panels at various locations throughout the City.

Kickapoo Street from Farrall to Spur. We held a meeting with ODOT Project Management on February 7, along with Poe & Associates (engineering firm designing project) to finalize the scope of services for Poe to complete design of the project. ODOT is currently reviewing and processing Poe's supplemental contract that will allow Poe to proceed on finalizing design plans. Final approved contract may be completed by end of April 2017 that will then allow Poe to complete final design plans and the right of way acquisition documents and exhibits that will enable the City to start purchasing the easements and right-of-way needed for the project. Tentative schedule by ODOT is to have the project let for bids for construction early spring 2018.

City Manager Report

May 2017



Avedis/City Sidewalk Project. Project was awarded to MTZ construction in the amount of \$503,555.00. Pre-work meeting had been held on April 18, 2017 with MTZ, and a notice to proceed effective April 24, 2017 was issued. MTZ has begun work on the project by removing/replacing sidewalk along the south side of Main Street from Harrison to Pesotum thus far. For this project, new sidewalks will be installed along Main Street from Harrison to Pesotum (both sides), and then from Pesotum to Bryan (north side). Sidewalks will also be installed along Wallace from Kickapoo to Broadway (both sides) and along Independence from Sequoyah to Center, then south along Center to KidSpace Park. Additionally, Main Street from Pesotum to Bryan along the south side of the street will be installed, upon completion of all the other project areas.

45th & Harrison Intersection Project. Project is to improve the intersection to accommodate future four-lane of 45th Street. Field survey and data has been acquired and project currently under design. Approximately 75% design complete.

Planning Department

Clean-up Efforts. The Action Center maintains a very active caseload, with numerous complaints received daily. For a complete list of Action Center cases or to submit a complaint anonymously online, see: <http://www.shawneeok.org/actioncenter/default.asp>

Transportation Alternatives Program. The City was notified in August 2016 that its application to the Oklahoma Department of Transportation for a Transportation Alternatives Program grant was approved. The planned sidewalk will bridge a critical missing gap along MacArthur Street east of Harrison. The Avedis Foundation has agreed to provide matching funds equal to ten percent of the project cost. Staff is working with ODOT on scheduling of this project.

Development Projects. A number of significant projects are in the development or construction phases. Shawnee Marketplace is nearly built out with one additional structure now completed next to CVS (Freddie's Frozen Custard and Aspen Dental) and another new business forthcoming. The developer of the Domino Plaza project at Harrison and 45th Street has started on earthwork and installation of public infrastructure. This 15-acre projects includes (per a preliminary plan) a large service station, two hotels, four eating establishments and a dog park. Increased interest in downtown Shawnee has also been seen, with the nearing completion of the Main Street Streetscape Project.

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

Fire Department

Station 2 Rehab/Renovation. The bid award for the construction phase of this project was awarded by the City Commission to Jim Cooley Construction of OKC at the May 1 Commission meeting. Staff is currently waiting to receive the contract signed by Jim Cooley Construction back for City signatures the second week of June.

Hydrant Painting (ISO requirement). Work continues on this project.

City Manager Report

May 2017



Blue Card Incident Command Certification. Chief Tischer has scheduled 3 Battalion Chiefs and the Training Chief to attend the Train-the-Trainer portion of this project during the week of August 7. He has also scheduled training for each shift with the retired Phoenix FD Captain John Brunacini, who designed the Blue Card program. That training is scheduled on August 22, 23 and 24.

Police Department

Administration. Continuing to go through hiring process for new officers. Working on preparations and scheduling other agencies for Cops & Kids event August 26 in Woodland Park.

Patrol. Scheduling officers/bike patrol to cover Redbud night on the Bricks and Trail Days events June 16-17. School resource officers have been moved to swimming pool and lake area for the summer.

CID. There were 45 cases assigned to CID, 56 cleared, 13 filed with DA, 3 arrests were made cash totaling \$3,600 recovered.

Animal Control. New building/kennels should be open in 30-40 days. Work on new fencing and gate should be completed in June.

Dispatch. Chrissy Oldham, Communication Manager was a guest speaker at this year's National Emergency Number Association Conference in San Antonio TX held on June 7. Four new dispatchers will be released from training by August. Haley Wright received award of recognition for her assistance with sexual assault victims.

Emergency Management

Planning Projects. A variety of planning efforts are underway, including an update to the Emergency Operations Plan, EOC Standard Operations Guide, and the Elected Officials Briefing Book.

Regional Airport

Delta Wings Hanger Construction. Steel frame in the hangar is nearing completion.

Enterprise Parking Construction. The airport constructed a new parking area for Enterprise Rent-A-Car to support their growing business and inventory of cars. Enterprise leases space from the Airport.



MISSION

Serve the community, strive for progress and support and improve the quality of life

Serve – Strive – Improve

VISION

Shawnee features small town values and charm with big city amenities and is the center of commerce, education, and culture for Pottawatomie County and the surrounding area. Shawnee is a place of family and community with optimism for the future. Shawnee is on a path of continuous improvement that will result in a more prosperous, healthier, attractive, and connected community. Shawnee collaborates with all governments and organizations and strives to be a trusted and transparent partner.

CORE VALUES

Transparency	Collaboration	Pride
Wellness	Fiscal Responsibility	Customer Service
Continual Progress	Strategic Focus	Safety

Regular Board of Commissioners

17.a.

Meeting Date: 06/19/2017

Bids Rehab Concrete Sts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

FY 16-17 Rehab Concrete Streets Project, Contract No. COS-PW-16-04 (Award) *(Deferred from June 5, 2017 City Commission meeting)*

Attachments

Rehab Concrete Memo

Rehab Concrete Notice

Rehab Concrete Mailing List

Rehab Concrete Plan Holders



June 1, 2017

To: Justin Erickson, City Manager

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

Re: Award Recommendation for FY16-17 Rehab Concrete Streets Project
(Contract No. COS-PW-16-04)

The City received bids for the above referenced project and they were opened at the May 16, 2017 City Commission Meeting. Attached are the Bid Tabulation Sheet from that night, and also attached are the bid tabulations for each bid received. The low bid received was from Big Star Services, LLC (Sand Springs, Ok) in the amount of \$474,225 and the second low bid received was from MTZ Construction (Oklahoma City, Ok) in the amount of \$480,250. Not ever having received a bid from Big Star on previous projects, nor having ever heard of their company, nor familiar with their ability to do the work, we requested Big Star to submit a listing of past projects and references (see attached email correspondence).

Big Star submitted eight (8) references of past projects and all but one was for utility type work, i.e. road bore, water line installation, directional drilling, etc., and only one was for roadway/street construction, and that one is currently under construction, but it's only a one block street reconstruction project in Ponca City. Upon request to Big Star to resubmit another reference listing for their paving projects they had worked for previous years, we received back the same listing that they had submitted previously.

Although Big Star was the low bid by \$6,025, staff cannot recommend to the City Commission to award the Rehab Streets Project to them due to their lack of experience and work on road/street paving projects, which we find as a company, Big Star Services has not completed any road/street paving projects, and their only experience is on a one block project in Ponca City that is currently being worked.

Staff does recommend award of the Rehab Concrete Streets Project to MTZ Construction in the amount of \$480,250. MTZ Construction is a very experience paving contractor (past projects and reference listing attached), and is under contract with the City on our Avedis/City Sidewalk Project which is currently under construction.

BID TABULATION SHEET

FY 16-17 REHAB CONCRETE STREETS PROJECT

CONTRACT NO. COS-PW-16-04

MAY 16, 2017

<u>BIDDER</u>		<u>AMOUNT</u>
<u>Tom Hudson Paving, Inc.</u> Guthrie, OK	⑧ \$	<u>844,650.36</u>
<u>Silver Star Construction Co., Inc.</u> Moore, OK	⑦	<u>656,000.00</u>
<u>MTZ Construction, Inc.</u> Oklahoma City, OK	②	<u>480,250.00</u>
<u>Parathon Construction</u> Edmond, OK	④	<u>491,000.00</u>
<u>A-Tech Paving</u> Oklahoma City, OK	③	<u>489,250.00</u>
<u>Rudy Construction Co.</u> Oklahoma City, OK	⑤	<u>576,000.00</u>
<u>Big Star Services, LLC</u> Sand Springs, OK	①	<u>474,225.00</u>
<u>C-P Integrated Services, Inc.</u> Oklahoma City, OK	⑥	<u>583,853.75</u>

COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	BIG STAR SERVICES, LLC UNIT PRICE	BIG STAR SERVICES, LLC TOTAL	MTZ CONSTRUCTION UNIT PRICE	MTZ CONSTRUCTION TOTAL
1	202 (C)	UNCLASSIFIED EXCAVATION	1,000	C.Y	\$ 8.00	\$ 8,000.00	\$ 10.00	\$ 10,000.00
2	230 (A)	SOLID SLAB SODDING	500	S.Y.	\$ 9.00	\$ 4,500.00	\$ 4.00	\$ 2,000.00
3	303	AGGREGATE BASE	1,500	TONS	\$ 24.20	\$ 36,300.00	\$ 35.00	\$ 52,500.00
4	414 (B)	6" CONCRETE PAVING {H.E.S.}	7,500	S.Y.	\$ 35.55	\$ 266,625.00	\$ 45.00	\$ 337,500.00
5	619 (B)	CONCRETE PAVEMENT REMOVAL	7,500	S.Y.	\$ 17.55	\$ 131,625.00	\$ 7.00	\$ 52,500.00
6	619 (C)	SAW CUTTING EXIST. PAVING	500	L.F.	\$ 4.00	\$ 2,000.00	\$ 2.00	\$ 1,000.00
7	800	TRAFFIC CONTROL	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00
8	609 (A)	6" INTEGRAL CURB	750	L.F.	\$ 16.90	\$ 12,675.00	\$ 15.00	\$ 11,250.00
9		MOBILIZATION	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00
TOTAL AMOUNT OF BASE BID						\$ 474,225.00		\$ 480,250.00

COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	A-TECH PAVING UNIT PRICE	A-TECH PAVING TOTAL	PARATHON CONSTRUCTION UNIT PRICE	PARATHON CONSTRUCTION TOTAL
1	202 (C)	UNCLASSIFIED EXCAVATION	1,000	C.Y	\$ 12.00	\$ 12,000.00	\$ 8.00	\$ 8,000.00
2	230 (A)	SOLID SLAB SODDING	500	S.Y.	\$ 4.00	\$ 2,000.00	\$ 3.50	\$ 1,750.00
3	303	AGGREGATE BASE	1,500	TONS	\$ 40.00	\$ 60,000.00	\$ 30.00	\$ 45,000.00
4	414 (B)	6" CONCRETE PAVING {H.E.S.}	7,500	S.Y.	\$ 42.50	\$ 318,750.00	\$ 46.50	\$ 348,750.00
5	619 (B)	CONCRETE PAVEMENT REMOVAL	7,500	S.Y.	\$ 8.00	\$ 60,000.00	\$ 8.00	\$ 60,000.00
6	619 (C)	SAW CUTTING EXIST. PAVING	500	L.F.	\$ 4.00	\$ 2,000.00	\$ 4.00	\$ 2,000.00
7	800	TRAFFIC CONTROL	1	L.S.	\$ 12,000.00	\$ 12,000.00	\$ 4,000.00	\$ 4,000.00
8	609 (A)	6" INTEGRAL CURB	750	L.F.	\$ 10.00	\$ 7,500.00	\$ 13.00	\$ 9,750.00
9		MOBILIZATION	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 11,750.00	\$ 11,750.00
TOTAL AMOUNT OF BASE BID					\$ 489,250.00		\$ 491,000.00	

COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	RUDY CONSTRUCTION UNIT PRICE	RUDY CONSTRUCTION TOTAL	C-P INTEGRATED UNIT PRICE	C-P INTEGRATED TOTAL
1	202 (C)	UNCLASSIFIED EXCAVATION	1,000	C.Y	\$ 10.00	\$ 10,000.00	\$ 15.43	\$ 15,430.00
2	230 (A)	SOLID SLAB SODDING	500	S.Y.	\$ 3.00	\$ 1,500.00	\$ 5.47	\$ 2,735.00
3	303	AGGREGATE BASE	1,500	TONS	\$ 38.00	\$ 57,000.00	\$ 26.12	\$ 39,180.00
4	414 (B)	6" CONCRETE PAVING {H.E.S.}	7,500	S.Y.	\$ 50.00	\$ 375,000.00	\$ 59.62	\$ 447,150.00
5	619 (B)	CONCRETE PAVEMENT REMOVAL	7,500	S.Y.	\$ 10.00	\$ 75,000.00	\$ 5.14	\$ 38,550.00
6	619 (C)	SAW CUTTING EXIST. PAVING	500	L.F.	\$ 3.00	\$ 1,500.00	\$ 2.14	\$ 1,070.00
7	800	TRAFFIC CONTROL	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 9,136.92	\$ 9,136.92
8	609 (A)	6" INTEGRAL CURB	750	L.F.	\$ 8.00	\$ 6,000.00	\$ 20.47	\$ 15,352.50
9		MOBILIZATION	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 15,249.33	\$ 15,249.33
TOTAL AMOUNT OF BASE BID						\$ 576,000.00		\$ 583,853.75

COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	SILVER STAR CONSTRUCTION UNIT PRICE	SILVER STAR CONSTRUCTION TOTAL	TOM HUDSON PAVING UNIT PRICE	TOM HUDSON PAVING TOTAL
1	202 (C)	UNCLASSIFIED EXCAVATION	1,000	C.Y	\$ 20.00	\$ 20,000.00	\$ 13.30	\$ 13,300.00
2	230 (A)	SOLID SLAB SODDING	500	S.Y.	\$ 6.00	\$ 3,000.00	\$ 17.88	\$ 8,940.00
3	303	AGGREGATE BASE	1,500	TONS	\$ 36.00	\$ 54,000.00	\$ 61.35	\$ 92,025.00
4	414 (B)	6" CONCRETE PAVING {H.E.S.}	7,500	S.Y.	\$ 57.80	\$ 433,500.00	\$ 73.64	\$ 552,300.00
5	619 (B)	CONCRETE PAVEMENT REMOVAL	7,500	S.Y.	\$ 12.00	\$ 90,000.00	\$ 10.60	\$ 79,500.00
6	619 (C)	SAW CUTTING EXIST. PAVING	500	L.F.	\$ 6.00	\$ 3,000.00	\$ 4.84	\$ 2,420.00
7	800	TRAFFIC CONTROL	1	L.S.	\$ 6,500.00	\$ 6,500.00	\$ 18,185.69	\$ 18,185.69
8	609 (A)	6" INTEGRAL CURB	750	L.F.	\$ 16.00	\$ 12,000.00	\$ 21.37	\$ 16,027.50
9		MOBILIZATION	1	L.S.	\$ 34,000.00	\$ 34,000.00	\$ 61,952.17	\$ 61,952.17
TOTAL AMOUNT OF BASE BID					\$ 656,000.00		\$ 844,650.36	

John Krywicki

Big Star Services

From: Tammy Stiner <tlstiner67@yahoo.com>
Sent: Tuesday, May 30, 2017 9:57 AM
To: John Krywicki
Subject: Re: City of Shawnee

John, the first reference Jim Fairbanks is our only paving reference. We hired a crew of employees and estimator from S&J Construction (out of business) to start a concrete/paving division in our own company. This crew has done a lot of work for Ponca City. I believe Jim can give you a fair assessment of the type of work they preform.

Tammy Stiner
Big Star Services

On May 30, 2017, at 8:51 AM, John Krywicki <jkrywicki@shawneeok.org> wrote:

Tammy,

We appreciate you getting us a reference listing of past projects that Big Star Services was wanting us to check, however, the majority are for utility work and not roadway or paving construction. If you could get us a listing of actual roadway/street paving projects that Big Star Services was awarded, and/or subcontracted that work, and the names/phone numbers of the governmental agency or developer that were over those paving projects.

Thanks,
John K.

*John M. Krywicki, P.E.
City Engineer
Shawnee, OK*

*Ph: 405.878.1660
Fax: 405.878.1719*

From: Tammy Stiner [<mailto:tlstiner67@yahoo.com>]
Sent: Friday, May 19, 2017 12:06 PM
To: John Krywicki <jkrywicki@shawneeok.org>
Subject: Re: City of Shawnee

References

Big Star Services

Jim Fairbanks, Ponca City Engineer 580-767-0333 Gen17-14 Elm Street Ponca to Oklahoma Ave Curb, gutter, street and sidewalk repair w/waterline replacement.

Justin Cook PE Engineer 918-260-8414

Mark McGuire PE Engineer 918-224-2764

Tim Quattrocchi Sunoco Butane Blending Project, Hwy 75 Road bore with tie in and pipe into plant, pipe laid around plant with fire hydrants, paving and sidewalks.

Levi Montgomery 918-381-4493 TriStar Construction Sub City of Tulsa Job, Directional bore 26,000' of 8" and 14" poly pipe with paving repair.

Tom Martin 918-232-4125 Cook Consulting Sub City of Panama Job, Bore and pipe work with paving repair.

Wendel Williams 918-521-5867 Osage Rural Water 15, Road and Creek bores with pipe work and tie-ins.

Don Murphree 205-632-8225 Schlumberger Kellyville Training Center, Site work, road work, bore, pipe work and pump-station layout with piping.

Tammy Stiner
Big Star Services LLC

From: Gene Parvin <gparvin2@yahoo.com>
To: Tammy Stiner <tlstiner67@yahoo.com>
Sent: Friday, May 19, 2017 10:52 AM
Subject: Fw: City of Shawnee

Gene Parvin
Project Manager/Estimator
Big Star Services
918-521-0310

On Thursday, May 18, 2017 4:08 PM, John Krywicki <jkrywicki@shawneeok.org> wrote:

Gene,

Attached is the bid tabulation of bids received Tuesday night. Big Star is the apparent low bid, and award of the project will occur at the June 5th City Commission meeting. Since we are not familiar with Big Star, nor have had them bid or have been awarded any work here in Shawnee, we will need you to submit a listing and types of projects completed within the last two

(Big STAR Services)

years along with contact persons and phone numbers, before a recommendation of award can be made by Staff to the City Commission. Please send the listing of projects and references to my return email at jkrywicki@shawneeok.org .

Thanks,
John K.

*John M. Krywicki, P.E.
City Engineer
Shawnee, OK*

*Ph: 405.878.1660
Fax: 405.878.1719*

MTZ CONSTRUCTION

CONSTRUCTION PROJECTS

CITY OF LAWTON: BISHOP PUBLIC SCHOOL
PARKING LOT, SIDEWALKS AND DIRTWORK
Inspector: Chance Anderson Ph# (405) 320-3765
2013: JULY- OCTOBER \$450,000.00

CITY OF ADA: OAK AVE., 16TH & 17TH ST and ASH AVE., ROADWAY IMPROVEMENTS
PAVEMENT ON STREET
INSPECTOR: GARY PH# (580) 436-8156

CITY OF LAWTON: NW ARLINGTON STREET & NW 35TH DRAINAGE & STREET CONSTRUCTION
INSPECTOR: VICTOR ROSAS Ph# (405) 512-0975
February 2014-JUNE 2016 \$3.5M

CITY OF CHICKASHA: 7TH STREET REPAIR
INSPECTOR: GYM Ph# (405) 431-0563
SEP-DEC 2015 \$323,000.00

CITY OF OKLAHOMA CITY: MP-0465
INSPECTOR: ROBERT Ph# (405) 394-7368
MAY-NOV 2015 \$250,000.00

CITY OF CHOCTAW: STREET REPAIR
INSPECTOR: JOHN BAXTER Ph#(415) 919-6622

CITY OF ADA: CHICKASAW NATION
ARLINGTON STREET IMPROVEMENTS
INSPECTOR: JOEL Ph# (580) 399-9237
FEB-NOV 2016 1.04M

CITY OF MIDWEST CITY: N. OAKS CUL DE SAC CONSTRUCTION
INSPECTOR: GLENN PRESLEY PH#: 405-739-1267
OCT 2015-JAN 2016 \$150,000.00

MITZ CONSTRUCTION

CITY OF TISHOMINGO: PARKING LOT

INSPECTOR: JOEL Ph# (580) 399-9237

JAN-MARCH 2016 \$816,000.00

CITY OF CHICKASHA 2017-013: STREET INTERSECTION REPLACEMENT

✓ INSPECTOR: RON CHAPMAN PH#: (405) 999-0629

OCT- 2016-FEB2017 \$239,400.00

CITY OF CHICKASHA 2017-015: SIDEWALK REPLACEMENT

INSPECTOR: RON CHAPMAN PH#: (405) 999-0629

✓ NOV2016-PRESENT \$193,250.00

CITY OF CHICKASHA 2017-016: STREET STORM SEWER INLET REPLACEMENT

✓ INSPECTOR: RON CHAPMAN PH#: (405) 999-0629

DECEMBER 2016-PRESENT \$127,800.00

MTZ CONSTRUCTION

CURRENT PROJECT

CITY OF OKLAHOMA CITY : MS-0049-SIDEWALKS IMPROVEMENTS

INSPECTOR: ROBERT WITT Ph) (405) 834-4874

APRIL 2016-PRESENT \$3.22M

CITY OF OKLAHOMA CITY: M3-W003A-MAPS 3 SIDEWALKS PROJECT 2 IMPROVEMENTS

INSPECTOR: ISAAC LOCKE (405) 394-6973

AUGUST 2016-PRESENT \$1.33M

CHICKASHA NATION: SULPHUR ROUTE #3274 18TH ST:

INSPECTOR: JOEL MCSWAIN PH: (580) 399-9237

FEB 2017-PRESENT \$215,241.66

MTZ CONSTRUCTION

OTHER REFERENCES:

JOHN H. MCKAY	CHICKASAW NATION	580-272-5458
JOEL MCSWAIN	CHICKASA NATION	580-399-9237
ROB CAMP	CITY OF CHICKASHA	580-297-0954
RON CHAPMAN	CITY OF CHICKASA	405-999-0629
RICK HARGETT	CITY OK OKC	405-248-7362
RENEE ELLIOT	CHICKASAW NATION	580-421-8886
BRANDON BUNDY	CITY OF MIDWEST CITY	405-739-1213
GLORIA BROWN	CITY OF OKC	405-682-7064
PAUL RYCKBOST	CITY OF OKC	405-297-2879
JASON HULIN	ODOT	580-323-0702
EDWARD SIMMS	SAYRE CITY MGR	580-729-1072
MARVIN MARSEE	OKC INSPECTOR	405-694-8159
TOM CLARK	CITY OF MWC	405-760-1763
JIM LUCKETT	EL RENO PUB WORKS DIR	405-422-2139

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., **Tuesday, May 16, 2017**, for:

BID: CONTRACT NO. COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT (VARIOUS LOCATIONS)

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 Wednesday, April 26, 2017, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK. Questions should be submitted in writing via email to MLudi@shawneeok.org prior to the Pre-Bid Conference.**

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-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT
(VARIOUS LOCATIONS)
May 16, 2017

This project shall include approximately **removal and replacement of concrete 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., **Tuesday, May 16, 2017**. The City of Shawnee reserves the right to reject any and all bids.



Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: *Justin Erickson*
Justin Erickson, City Manager

Project Mailing list
COS-PW-16-04
FY16-17 REHAB CONCRETE 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
McLoud, 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 Rylicrest
Balch Springs, Texas 75180-0579

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

Project Mailing list
COS-PW-16-04
FY16-17 REHAB CONCRETE 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-16-04
FY16-17 REHAB CONCRETE 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

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT
(VARIOUS LOCATIONS)
(HAVE CONFIRMED RECEIPT OF ADDENDUM)

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: 4/13/17 credit

Business Name: RUDY CONSTRUCTION
Contact: PHIL PRATT
Address: PO BOX 14575
OKC, OK 73113
Telephone: 405-478-9900
Fax: 405-478-9901
Cell: _____
E-Mail: INFO@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: 4/19/17 CK #65977

Business Name: TOM HUDSON PAVING
Contact: JANET HUDSON
Address: 7400 W. HWY 33
GUTHRIE, OK 73044
Telephone: 405-341-9305
Fax: 405-359-1028
Cell: 405-641-5114
E-Mail: TOMHUDSONPAVING@AOL.COM
Paid for & Picked Up Specs: 4/21/17 CK #31675 MAILED

Business Name: BIG STAR SERVICES
Contact: GENE PARVIN
Address: 138 S. 176TH WEST AVE.
SAND SPRINGS, OK 74063
Telephone: 918-521-0310
Fax: _____
Cell: 918-521-0310
E-Mail: GPARVIN2@YAHOO.COM
Paid for & Picked Up Specs: 4/26/17 CK#10620

Business Name: MTZ CONSTRUCTION, INC
Contact: JOSE MARTINEZ
Address: 3534 SW 37TH ST.
OKC, OK 73119
Telephone: 405-593-1395
Fax: 405-686-0716
Cell: 405-593-1395
E-Mail: MTZCONSTRUCTION2012@HOTMAIL.COM
Paid for & Picked Up Specs: 4/26/17 CREDIT CARD

Business Name: A-TECH PAVING
Contact: AMANDA BLENKINSOP
Address: 7845 N. ROBINSON AVE, SUITE H2
OKC, OK 73116
Telephone: 405-418-4741
Fax: 405-418-4743
Cell: _____
E-Mail: ABLENKINSOP@ATECHPAVING.COM
Paid for & Picked Up Specs: 4/26/17 CK #13100

Business Name: SILVER STAR CONSTRUCTION
Contact: AARON PARKER
Address: 2401 S. BROADWAY ST.
MOORE, OK 73160
Telephone: 405-793-1725
Fax: 405-793-9989
Cell: 405-365-0577
E-Mail: AARONP@SILVERSTARCONST.COM
Paid for & Picked Up Specs: 4/26/17 CK#415021

Business Name: CP INTEGRATED SERVICES
Contact: JAY HUGHES
Address: 3007 NW 63RD ST. STE #200
OKC, OK 73116
Telephone: 405-732-0532
Fax: 405-242-6499
Cell: 405-627-7280
E-Mail: JAYHUGHES@COXINET.NET
Paid for & Picked Up Specs: 4/26/17 CREDIT CARD

Business Name: SAC SERVICES INC.
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Fax: 405-686-0882
Cell: 405-834-9092
E-Mail: SACSERVICEMTZ@YAHOO.COM
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Business Name: REDLANDS CONTRACTING
Contact: CHRIS HENDRICKSON
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WAR ACRES, OK 73132
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Fax: 405-603-6567
Cell: 405-820-1054
E-Mail: CHRIS.REDLANDS@GMAIL.COM
Paid for & Picked Up Specs: 5/3/17 CK # 2609

Business Name: PARATHON CONSTRUCTION LLC
Contact: JIMMY SMITH
Address: PO BOX 1287
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Fax: 866-391-1572
Cell: 405-202-0643
E-Mail: PARATHONCONSTRUCTION@GMAIL.COM
Paid for & Picked Up Specs: 5/4/17 CK #6594

Business Name: GCC ENTERPRISES, INC
Contact: LARRY LARSEN
Address: 1601 VALLEY VIEW LANE
DALLAS, TEXAS 75234
Telephone: 972-406-1050
Fax: 972-406-1053
Cell: 940-337-8470
E-Mail: LLARSEN@GCCENTERPRISE.COM
Paid for & Picked Up Specs: 5/5/17 CREDIT

Regular Board of Commissioners

20.

Meeting Date: 06/19/2017

Enter ES

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.

Regular Board of Commissioners

21.

Meeting Date: 06/19/2017

Discuss ES

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.
