

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

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

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

RENEWAL:

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

- e. Mayor's Appointments

Shawnee Library Board

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

Michelle Dominy	1 st Full Term	Expires 6/30/2019
<i>Replaces Alfonso Nieves - Resigned</i>		

Zoning Board of Adjustment

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

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

- f. Approve grant application to the “Edward Byrnes Memorial Grant” in the sum of \$21,531.00 for the Shawnee Police Department, to be shared with the Pottawatomie County Sheriff’s Office.
- g. Approval to replace Arvest Security Bank Card with Arvest Purchasing Card.
- h. Acceptance of Lake Maintenance Building and place maintenance bond into effect.
- i. Acceptance of Shawnee Splash Water Park and setting substantial completion date at June 12, 2015.
- j. Authorize repair of four (4) Police Department 2016 Ford Explorers (City of Shawnee Asset Nos. 4611, 4612, 4613 and 4614) by Collision Works of Shawnee that were damaged in hail storm on April 29, 2016.
- k. Budget Amendment – General Fund
To adjust budget for insurance check received to fix the four (4) cars that were damaged by hail
- l. Budget Amendment – 302 Street Fund
Amend budget for money received from the Board of Education for sidewalks – we are a pass through – Avedis Foundation
- m. Approve Community Service Contract Review Committee Recommendations for Fiscal Year 2016-2017:
 - 1. Consider entering into a contract with the Historical Shawnee Alliance for FY 2016-2017.

RECOMMENDATION: To enter into a contract with Historical Shawnee Alliance for FY 2016-2017 in the amount of \$16,000.00.
 - 2. Consider renewal of the YMCA contract for the management and operation of the Shawnee Community Center for FY 2016-2017.

RECOMMENDATION: To defer the item until a plan is developed by the YMCA. (FY 2015-2016 contract amount was \$36,000.00.)
 - 3. Consider renewal of the contract with Senior Citizens Center, Inc. for operation of the Municipal Auditorium for FY 2016-2017.

RECOMMENDATION: To renew the contract at the current funding level of \$100,000.00, plus any additional increase for salary adjustments, at a level equal to what City of Shawnee employees receive, and to approve the contract as written. (FY 2015-2016 contract amount was \$100,000.00).
 - 4. Consider renewal of contract with Shawnee Economic Development Foundation for FY 2016-2017.

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

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

RECOMMENDATION: To renew contract for FY2016-2017 in the amount of \$60,000.00 with indemnification clause added to the contract and proof of adequate insurance. (No change from FY 2015-16 contract).

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

RECOMMENDATION: To renew the contract for FY2016-2017 in the amount of \$48,000.00 plus \$10,000.00 for the Main Street Christmas decorations. (FY 2015-2016 contract amount was \$15,000.00, amended March 7, 2016 to increase funding by \$15,000.00).

- n. Acknowledge the Central Disposal Contract for FY2016-2017.
- o. Approve renewal of the following agreements for FY 2016-2017:
 1. Pottawatomie County District Court to establish, develop and implement programs for juvenile misdemeanor offenders.
 2. Agreement with Youth and Family Resource Center, Inc. (Hope House) for Juvenile Services.
 3. Fingerprint Service for The Housing Authority of the City of Shawnee.
 4. Agreement with YMCA for use of recreational facilities known as Lions Club Park, Dockery Park, Milstead Park and Lilac Park.
 5. Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Trap Range.
 6. Agreement with McLoud Public Works Authority for use of mower, city property, for maintenance of Wes Watkins Reservoir.
 7. Agreement with YMCA for use of mower, city property, for maintenance of Dockery Park, Lions Club Park, Milstead Park and Lilac Park.
 8. Agreement with South Central Industries, Inc. for Right-of-Way Maintenance Services.
 9. Pottawatomie Independent School District No. 93 for maintenance of tennis courts.
 10. Gordon Cooper Technology Center (GCTC) District No. 5 to provide repaving and repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC.
 11. Project H.E.A.R.T., Inc. for providing meals to elderly persons.

12. Agreement with Pottawatomie Independent School District No. 93 to provide police officers for Shawnee High School and Middle School.

13. Animal shelter facility agreement with City of McLoud.

p. Approve renewal of excess liability policy for Workers' Compensation with Safety National Casualty Corporation for July 1, 2016, through June 30, 2017.

2. Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

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

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

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

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

7. Public hearing and consideration of an ordinance to rezone property located on the northwest corner of Bonita Street and Benedict Street from C-3; Highway Commercial to R-3; Multi-Family Residential. Case No. P04-16. Applicant: Ethan Acock

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

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

10. Consider and take action with respect to a resolution of the City of Shawnee, Oklahoma (the "City") approving the incurrence of indebtedness by the Shawnee Municipal Authority (the "Authority") issuing its Utility System Revenue Note, Series 2016 (the "Note"); Providing that the organizational document creating the Authority is subject to the provisions of the indenture authorizing the issuance of said Note; waiving competitive bidding with respect to the sale of said Note and approving the proceedings of the Authority pertaining to the sale of said Note; ratifying and confirming the lease agreement, as amended, pertaining to the City's water and sanitary sewer systems; establishing the City's reasonable expectation with respect to the issuance of tax-exempt obligations by or on behalf of said City in calendar year 2016, and designating the Note as a qualified tax-exempt obligation; and containing other provisions relating thereto.

11. Consider Bids:

- a. FY15-16 Sidewalk/ADA Handicap Ramps Project (Various Locations), Contract No. COS-PW-15-03 (Award)
 - b. FY15-16 Rehab Concrete Streets Project (Various Locations), Contract No. COS-PW-15-04 (Award)
 - c. FY15-16 Rehab Asphalt Streets Project, Contract No. COS-PW-15-05 (Open)
 - d. Sale of Lot 5 and Lot 6, Yaghtree Addition (Open)
12. Administrative Reports
- a. James Bryce, Director of Operations – Mosquito Spraying Regimen
13. City Manager Report
14. New Business
- (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
15. Commissioners Comments
16. Discussion, consideration and possible action to go into Executive Session to discuss potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).
17. Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).
18. 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. b.

Meeting Date: 06/06/2016

CC Minutes 05-16-2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 16, 2016 regular meeting.

Attachments

CC Minutes 05-16-2016

BOARD OF CITY COMMISSIONERS PROCEEDINGS
MAY 16, 2016 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, May 16, 2016 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Vice Mayor Harrod presided and called the meeting to order. Upon roll call, the following members were in attendance.

Absent
Mayor

Vacant
Commissioner Ward 1

Linda Agee
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Keith Hall
Commissioner Ward 4

Lesa Shaw
Commissioner Ward 5

Micheal Dykstra
Commissioner Ward 6

ABSENT: Mayor Wes Mainord

INVOCATION

Emergency Management Director
Don Lynch

FLAG SALUTE

Led by Vice Mayor Harrod

Vice Mayor Harrod announced that the applicant has withdrawn his request for rezoning in reference to Agenda Item No. 5 and therefore that item will be stricken from the Agenda.

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 2, 2016 regular meeting.

- c. Acknowledge the following reports and minutes:
 - License Payment Report for April 2016
 - Project Payment Report for April 2016
 - Planning Commission Minutes from April 6, 2016 meeting
- d. Lake Lease Transfers:

TRANSFERS

- Lot 6 Belcher Tract, 15411 Nickens Rd
To: Carol Hopkins and Jacob Bamborough
From: Carol Hopkins
 - Lot 3 Damron Tract, 33707 Belcher Rd
To: Sandra Howard and Cameron Bentley
From: Sandra Howard
- e. Acceptance of installation of emergency power generator at North Radio Tower site and placing maintenance bond in effect.
 - f. Acceptance of Permanent Easement along Kickapoo Street granted by Elmer Smith Oil Company.
 - g. Approve Collective Bargaining Agreement with International Union of Police Associations (IUPA) Local No. 3.

Regarding Agenda Item No. 1(c), Commissioner Shaw asked about the status of updating the City's license fees. City Manager Justin Erickson stated that the updating of fees will occur during the municipal code recodification process. City Attorney Joe Vorndran noted he would have several ordinances on the June 6, 2016 City Commission meeting agenda regarding the recodification.

A motion was made by Commissioner Dykstra, seconded by Commissioner Shaw, to approve the Consent Agenda Item Nos. 1 (a-g). Motion carried 5-0.

AYE: Dykstra, Shaw, Agee, Harrod, Hall

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)

Ms. Karen Bays with the Shawnee Public library reported that there would be an “Old Fashioned Concert” in the Celebration of Life Park across from the Library on June 5 at 2:00 p.m. featuring the music of John Phillip Sousa.

AGENDA ITEM NO. 3:

Presentation by City Manager to Employee of the Month, Angie Gray, Police Department Dispatch.

Angie Gray was not present to accept the Employee of the Month Certificate presented by City Manager Justin Erickson.

AGENDA ITEM NO. 4:

Mayor’s Proclamations:
“Community Action Month”
May 2016

Gloria Wallace accepted the Mayor’s Proclamation for “Community Action Month” presented by Vice Mayor Harrod.

“National Law Enforcement Week”
May 15-21, 2016

Police Chief Mason Wilson accepted the Mayor’s Proclamation for “National Law Enforcement Week” presented by Vice Mayor Harrod.

AGENDA ITEM NO. 5:

Public hearing and consideration of an ordinance to rezone property located at 1500 East Independence Street from R-1; Single Family Residential to PUD; Planned Unit Development. Case No. P03-16; Applicant: The Landrun Group, LLC (Deferred from the April 18, 2016 meeting)

Applicant withdrew rezoning request. Item not considered by Commission.

AGENDA ITEM NO. 6:

Consider a resolution to declare a 1989 Ford Shawnee Fire Department vehicle surplus property and authorizing the sale of said item at auction.

Resolution No. 6511 was introduced.

A RESOLUTION DECLARING A CERTAIN ITEM OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEM; AND AUTHORIZING THE SALE OF SAID ITEM TO THE PUBLIC BY AUCTION.

Mr. Erickson explained to the Commission that the firetruck is twenty-seven years old and has no resale value. In response to a question from Commissioner Shaw, he stated that any funds received from auctioning the vehicle would be deposited in the City's General Fund account.

A motion was made by Commissioner Hall, seconded by Commissioner Shaw, to approve a resolution to declare a 1989 Ford Shawnee Fire Department vehicle surplus property authorizing the sale of said item at auction. Motion carried 5-0.

AYE: Hall, Shaw, Dykstra, Agee, Harrod

NAY: None

AGENDA ITEM NO. 7:

Consideration of a Preliminary Plat for Shawnee Park located east of Harrison on Transportation Parkway. Case No. S06-16. Application: Kaw Valley Engineering, Inc.

Community Development Director Justin DeBruin gave a staff report explaining that a total of one hundred eight (108) dwelling units are proposed. Said units are to be multiple family dwellings and qualification is based upon income.

A motion was made by Commissioner Hall, seconded by Commissioner Agee, to approve a Preliminary Plat for Shawnee Park located east of Harrison on Transportation Parkway, with the following conditions:

1. City Engineer must receive and approve a means for providing sanitary sewer to the lots.
2. Provide staff with a detailed hydrology report.
3. Receive and approve all offsite easements for public improvements.
4. Four (4') foot sidewalk required along Transportation Parkway.
5. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.

6. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
7. All other applicable City standards apply.

Motion carried 5-0.

AYE: Hall, Agee, Harrod, Shaw, Dykstra

NAY: None

AGENDA ITEM NO. 8:

Consideration of a Preliminary Plat for Belmont Park Phase II located east of Acme Road and north of MacArthur Boulevard. Case No. S09-16. Application: Belmont Park, LLC

Community Development Director Justin DeBruin explained that twenty (20) lots are proposed for construction of duplexes, while two (2) lots shall be available for commercial use. He stated that there is an issue with a pipeline easement and it has been added as a condition to receive approval from the pipeline company prior to any construction taking place.

A motion was made by Commissioner Hall, seconded by Commissioner Shaw, to approve a Preliminary Plat for Belmont Park Phase II located east of Acme Road and north of MacArthur Boulevard, with the following conditions:

1. A letter from Blue Knight must be presented to further and construction.
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.

Motion carried 5-0.

AYE: Hall, Shaw, Dykstra, Agee, Harrod

NAY: None

AGENDA ITEM NO. 9:

Consideration of a Final Plat for Rolling Hills Addition, Phase I, located at the northeast corner of Main Street and Bryan Avenue. Case No. S11-16. Application: Absentee Shawnee Housing Authority

Community Development Director Justin DeBruin explained that twenty-four (24) residents would be built on over nine (9) acres and that staff recommends approval with conditions.

A motion was made by Commissioner Hall, seconded by Commissioner Dykstra, to approve a Final Plat for Rolling Hills Addition, Phase I, located at the northeast corner of Main Street and Bryan Avenue, with the following conditions:

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

Motion carried 5-0.

AYE: Hall, Dykstra, Agee, Harrod, Shaw

NAY: None

AGENDA ITEM NO. 10:

Public hearing and consideration to approve an ordinance amending the Shawnee Zoning Code, Section 22-165.7 allowing Ground Floor Residential uses in the Central Business District (C-4).

Community Development Director Justin DeBruin stated that a conditional use permit would be required for any residence and that the storefronts would face the primary street right-of-way.

Commissioner Dykstra asked about building codes during the remodeling phase of these buildings, especially as it concerns asbestos. Mr. DeBruin noted that any remodeling would be subject to building code inspections and would have to meet all current city requirements.

Vice Mayor Harrod declared a public hearing in session to consider an ordinance amending the Shawnee Zoning Code, Section 22-165.7 allowing Ground Floor Residential uses in the Central Business District (C-4). No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Shaw, seconded by Commissioner Agee, to approve the ordinance amending the Shawnee Zoning Code, Section 22-165.7 allowing Ground Floor Residential uses in the Central Business District (C-4).

Ordinance No. 2580NS was introduced.

AN ORDINANCE AMENDING THE SHAWNEE MUNICIPAL CODE, CHAPTER 22: PLANNING AND DEVELOPMENT, AS MORE SPECIFICALLY SET FORTH HEREIN, TO ALLOW FOR GROUND FLOOR RESIDENTIAL USES AS AN ACCESSORY USE WITHIN THE DOWNTOWN CORE DISTRICT, REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH, AND PROVIDING FOR SEVERABILITY.

Motion carried 5-0.

AYE: Shaw, Agee, Harrod, Hall, Dykstra

NAY: None

Ordinance No. 2580NS was adopted by the City Commission.

AGENDA ITEM NO. 11: Overview of preliminary Capital Budgets and miscellaneous funds for FY 2016-2017 budgets.

Finance Director Cynthia Arnold gave an overview of the preliminary Capital Budget and miscellaneous funds for FY 2016-2017 and answered questions from Commissioners.

AGENDA ITEM NO. 12: Acknowledge Sales Tax Report received May 2016.

Cynthia Arnold, Finance Director, reported that May sales tax collected was \$1,493,399.00, which is up 1.83% from 2014. Ms. Arnold noted that use tax is up nearly 55% from May 2015.

AGENDA ITEM NO. 13: Consider Bids:

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

BIDDER**AMOUNT**

Rudy Construction Co.
Oklahoma City, OK

\$546,350.00

Parathon Construction LLC
Edmond, OK

\$311,550.00

Assistant City Engineer/Utilities Rex Hennen read two (2) bids into the record. Mr. Hennen requested that the bid award be deferred to the next City Commission meeting on June 6, 2016, to allow staff time to review the bids.

A motion was made by Commissioner Dykstra, seconded by Commissioner Shaw, to defer the bid award to the June 6, 2016 City Commission meeting. Motion carried 5-0.

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

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

BIDDER**AMOUNT**

GCC Enterprises Inc.
Edmond, OK

\$470,850.00

Parathon Construction LLC
Oklahoma City, OK

\$337,750.00

Assistant City Engineer/Utilities Rex Hennen read two (2) bids into the record. Mr. Hennen requested that the bid award be deferred to the next City Commission meeting on June 6, 2016, to allow staff time to review the bids.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to defer the bid award to the June 6, 2016 City Commission meeting. Motion carried 5-0.

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

AGENDA ITEM NO. 14:

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

There was no New Business.

AGENDA ITEM NO. 15:

Commissioners Comments

Commissioner Agee stated that Avedis Health Week begins this week and the Municipal Pool will be opening this week.

Commissioner Hall congratulated the Shawnee High School baseball team on winning the State Championship.

Commissioner Shaw thanked the Shawnee Municipal Authority for resolving a recent water incident involving the Absentee Shawnee Tribal Headquarters.

Commissioner Shaw also thanked Dr. Aston and Dr. Boone for their assistance in organizing the protest of the rezoning at 1500 East Independence Street. She noted the importance of listening to constituents.

Commissioner Shaw thanked the Planning Commission and Community Development Director Justin DeBruin. She encouraged staff to hire the employees necessary to bring municipal codes up to date.

Commissioner Shaw stated that she would like to see lighting installed along the new Bryan Street sidewalk.

Commissioner Dykstra spoke of a couple events that are coming up. The Senior Stroll will be on Wednesday, May 25th at 5:30 p.m. and the “Run for the Wall” ride will be coming through Shawnee on Saturday, May 21st. He also noted Memorial Day coming up and the importance of remembering our troops.

AGENDA ITEM NO. 16:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:23 p.m.)

JAMES HARROD, VICE MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners**1. c.**

Meeting Date: 06/06/2016

Planning Minutes 05-04-2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Planning Commission Minutes from May 4, 2016 meeting.

AttachmentsPlanning Minutes 05-04-2016

PLANNING COMMISSION MINUTES

DATE: MAY 4TH, 2016

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 4th, 2016 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: Morton, Clinard, Kerbs, Bergsten, Cowen, Affentranger

Absent: Kienzle

Meeting was called to Order.

AGENDA ITEM NO. 2:

Consideration of Approval of the minutes from the April 6th, 2016 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 comment to add "City Commissioner" before Lesa Shaw's name in the paragraph on item number six. Commissioner Affentranger then made a motion to approve, seconded by Vice-Chairman Cowen.

Motion passed:

AYE: Morton, Clinard, Kerbs, Bergsten, Cowen, Affentranger

NAY:

ABSTAIN:

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 #P03-16 – A public hearing for consideration of approval of a Planned Unit Development located at 1500 E. Independence St., Shawnee, OK

Applicant: The Landrun Group, LLC

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin described the property as being twelve acres in size with a request to add twenty six single family homes and twelve duplexes for a total of fifty dwellings. Justin Debruin discussed negotiations and a better conceptual plan to clear up some language as well as the listed amenities. Mr. Debruin mentioned that some areas in request could be changed at a later time since the applicant is only in the rezone phase. Justin Debruin stated documentation looks appropriate and went over the number of driveways as well as comparing the previously approved plat for Tamarack at the same location. Mr. Debruin stated that staff had no objection and would answer any questions. Commissioner Kerbs asked for clarification on the "possible amenities" listed and if the sidewalk would be required. Justin Debruin informed him the

sidewalk would be required and the only optional amenity would be the walking trail and would not be approved without those amenities. Mr. Debruin stated they could make that a condition if needed. Chairman Bergsten mentioned counting only 23 homes and Justin Debruin stated he included the additional three on the southwest corner. Vice-Chairman Cowen asked if the city engineering department would address the concerns regarding the drainage and flooding and Mr. Debruin agreed. Chairman Bergsten discussed drainage concerns in a protest letter regarding a surrounding homeowner's yard and Justin Debruin stated that would be addressed to follow natural drainage pattern to not disturb the homeowners. Commissioner Affentranger asked if the half street improvement would be completed on the side of development and Mr. Debruin agreed and provided an explanation of construction. Commissioner Affentranger also asked if entrances to units off Elm Street would increase traffic and Mr. Debruin offered that the City may need to look into any additional improvements on Elm Street. Commissioner Kerbs asked about processes of work not being completed if request was approved and what zoning it would revert back to and Mr. Debruin explained details. Commissioner Clinard asked how property association dues would be collected and Justin Debruin informed her that the property owner representative was available to answer her question. Commissioner Clinard also asked why the City would not require a better solution to drainage issues if there was one available and Mr. Debruin discussed reasoning. Commissioner Kerbs asked if builder could start construction and build with minimum standards right after final plat approval and Mr. Debruin confirmed this and went over an explanation of minimum standards. Commissioner Clinard asked about the intent of a PUD and how specifically the innovative design portion relates to it. Justin Debruin spoke about what the City has went by in the past and went over code updates. Chairman Bergsten asked if there were any other questions for staff. There were none and Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition would like to come forward. City Commissioner Lesa Shaw, Christopher Aston, Roger Henson and Charles Junior spoke in opposition. Their discussions included, but were not limited to, the neighborhood not wanting request, safety needs, flooding/drainage concerns, way of life, wildlife, decrease of property values, consistency, Elm Street road conditions and duplex complaints. Chairman Bergsten asked if anyone in favor would like to come forward. Darrin Marical came forward and stated the applicants took into consideration the requests of the surrounding property owners and planning department, stated the need for higher end rental properties in Shawnee, the applicants' ties to Shawnee and asked for approval on the request. Chairman Bergsten asked if anyone else would like to speak in favor. No one came forward and Chairman Bergsten closed the public portion of the meeting and asked if the Commissioners had any additional questions. Commissioner Kerbs asked Christopher Aston if the problem is with the multi-family rentals or would it work if they were sold. Mr. Aston stated it was for the multi-family that they are against. Vice-Chairman Cowen stated the existing water problems are not the developers issues as long as they do not make them worse and the animals were impacted when Emerald Forest was constructed and is not an issue here. Chairman Bergsten also mentioned that the Commissioners do have to consider the citizens, the City and the developer in making their decision but at the same time they have to go by the rules as they are set up and it appears that there was a lot of effort made to address the concerns. Commissioner Affentranger asked if the design for storm water drainage would be addressed at preliminary plat stage if request was approved and Mr. Debruin agreed it would be addressed at both preliminary and final plat stages. Commissioner Affentranger also stated he believed the developer was accurate with the need to have higher end rentals and also understood the concerns of the citizens for flooding and traffic but could be addressed further down the road. Chairman Bergsten asked if there were any other questions or a motion. Vice-Chairman Cowen made a motion to approve subject to staff conditions, seconded by Commissioner Affentranger.

Motion failed:

AYE: Bergsten, Cowen, Affentranger

NAY: Morton, Clinard, Kerbs

ABSTAIN:

AGENDA ITEM NO. 5:

Case #S06-16 –Consideration of approval of a Preliminary Plat for Shawnee Park, located at the southeastern corner of Transportation Drive and North Harrison St., Shawnee, OK

Applicant: Kaw Valley Engineering, INC

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Board that the request is for a two lot plat on ten acres with a total of one hundred and eight dwelling units. They are for R-3 zoned multi-family units and were approved for tax credits on lot one. The use on lot two is unknown. Justin Debruin discussed the conditions and stated that staff does recommend approval. Commissioner Kerbs asked if both developments would be income qualified and Mr. Debruin confirmed it would be for lot one. Vice-Chairman described the tax credits. Commissioner Clinard asked if there were individual shelters for complex and Mr. Debruin stated the representative for applicant could answer. Commissioner Kerbs asked if there was no requirement for shelters to be installed and Mr. Debruin agreed. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition would like to come forward. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. Michael Osbourn came forward and discussed specifications regarding development. Commissioner Kerbs asked the percentage of assisted and Mr. Osbourn explained process for tax credit. Commissioner Kerbs asked if the company typically picks locations around C-3 zoned areas and Mr. Osbourn informed him the location to other services and the current zoning of property was used in finalizing this location. Commissioner Morton asked if they knew the school district associated with area and the Commissioners believed it to be the North Rock Creek district. Commissioner Clinard asked about the storm shelter she previously brought up and Mr. Osbourn mentioned that the shelters would fit all occupants within complex. Commissioner Kerbs asked for a comparable property close to Shawnee that the applicant has done and Mr. Osbourn informed him of different locations statewide. Chairman Bergsten asked if anyone else would like to speak in favor. No one came forward. Chairman Bergsten closed the public portion of the meeting and asked if there were any other questions or comments. Commissioner Kerbs asked about differences between the tax credit at development and Section Eight. Mr. Osbourn explained differences to board. Commissioner Morton asked if persons not working at all could not stay there and Mr. Osbourn stated if they have income they can live there. Commissioner Morton also asked about security on site and Mr. Osbourn said they would have a management and maintenance person there. Commissioner Kerbs asked if phase one was lot one and Mr. Debruin agreed and Commissioner Kerbs also asked if Shawnee had something similar to this development and Justin Debruin mentioned Chapel Ridge as comparable. Chairman Bergsten asked if there were any other questions or a motion. Commissioner Affentranger made a motion to approve with conditions, seconded by Vice-Chairman Cowen.

Motion passed:

AYE: Morton, Clinard, Kerbs, Bergsten, Cowen, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 6:

Case #S09-16 –Consideration of approval of a Preliminary Plat for Belmont Park Phase II, located at the northeast corner of MacArthur St. and Acme Rd., Shawnee, OK

Applicant: Belmont Park, LLC

Chairman Bergsten asked for the staff report. Brittney Burton presented the staff report. Ms. Burton informed the board that the multi-family zoned property is around eight acres in size and the applicant requests to develop twenty two lots; twenty of those lots to be multi-family and two to be commercial. Brittney Burton

stated a concern from staff is regarding the pipeline easement situated on property and staff will have to receive a letter of allowance before construction can begin. Ms. Burton mentioned that a common area, six foot sidewalk, shared parking and sewer and water lines are associated with the property. Brittney Burton stated staff recommends approval with conditions. Commissioner Morton asked if entrance came off MacArthur Street and Ms. Burton agreed. Commissioner Kerbs asked for current zoning. Brittney Burton stated it was R-3 & C-3 and Commissioner Kerbs also asked if zoning allowed for request. Mr. Debruin informed him it would for duplexes. Commissioner Affentranger asked if development could not be constructed if letter for easement was not obtained and Brittney Burton stated it could be developed away from the easement. Commissioner Kerbs asked if the six foot sidewalk is the largest required and Mr. Debruin agreed. Chairman Bergsten asked if there were any other questions. There were none and Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition would like to come forward. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. Mark Grubbs came forward and spoke in favor. Commissioner Kerbs asked for clarification between a retention and detention pond. Mr. Grubbs explained the differences. Chairman Bergsten asked if anyone else would like to speak in favor. No one came forward. Chairman Bergsten closed the public portion of the meeting and asked if there were any other questions or a motion. Commissioner Kerbs made a motion to approve with conditions, seconded by Commissioner Clinard.

Motion passed:

AYE: Morton, Clinard, Kerbs, Bergsten, Cowen, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 7:

Case #S11-16 – Consideration of approval of a Final Plat for Rolling Hills Addition, Phase I, located at the northeast corner of Main St. and Bryan Ave., Shawnee, OK

Applicant: Absentee Shawnee Housing Authority

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commissioners that the final plat request for phase one sits on around nine acres with a previously approved community center. Justin Debruin mentioned that the project will have twelve new single family dwellings with a common area and trail. Mr. Debruin stated all designs and plans looked good and staff recommends approval with requirements. Commissioner Kerbs asked if Bryan was a collector street and Justin Debruin explained to him that it was being that far south. Commissioner Kerbs also asked about the four foot sidewalk and Mr. Debruin told him he believed it to be around the same size. Chairman Bergsten asked about the home that already sits on the property and Mr. Debruin stated that it is incorporated and will not be sold separately. Chairman Bergsten asked if there were any other questions. There were none and Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition would like to come forward. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. Sean McGraw came forward to speak. Commissioner Morton asked about the existing community center on property and Mr. Debruin explained the approval process for it. Chairman Bergsten asked if anyone else would like to speak in favor. No one came forward. Chairman Bergsten closed the public portion of the meeting and asked if there were any other questions or a motion. Commissioner Clinard made a motion to approve with conditions from staff, seconded by Commissioner Kerbs.

Motion passed:

AYE: Morton, Clinard, Kerbs, Bergsten, Cowen

NAY:

ABSTAIN: Affentranger

AGENDA ITEM NO. 8:

**A public hearing for consideration of an ordinance allowing
Ground Floor Residential uses in the Central Business District
(C-4)**

Applicant: City of Shawnee

Justin Debruin came forward to discuss the ordinance for ground floor residential uses downtown. Commissioner Kerbs asked why fifty percent. Mr. Debruin stated staff and research believe that it is important to not affect the character or quality of the area. Commissioner Kerbs asked how staff would handle corner lots. Justin Debruin mentioned adding "primary" into the terminology to ease that issue. Commissioner Clinard and Commissioner Kerbs discussed corner lots. Commissioner Clinard asked how the litigation standpoint worked and Mr. Debruin gave an explanation. Commissioner Kerbs asked about a discretion for the conditional use permit holding true. Mike with Stuart Clover spoke in regards to discussion. Chairman Bergsten asked if there were any questions or a motion. Commissioner Kerbs made a motion to approve, seconded by Commissioner Clinard.

Motion passed:

AYE: Morton, Clinard, Kerbs, Bergsten, Cowen, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 9:

Planning Director's Report

Justin Debruin discussed being advocates for making changes to the code and stated he notated comments and concerns over last several months. Commissioner Clinard asked how long it would take to update code and Mr. Debruin discussed timelines for zoning, comprehensive plan and subdivision regulations. Commissioner Kerbs asked what the Board could do to help facilitate changes and asked about hiring consultants and Mr. Debruin stated costs and amount of work as some considerations. Justin Debruin discussed taking a couple months to give better explanations and also stated he would like to discuss information regarding a HUD conference he went to for the Commissioners.

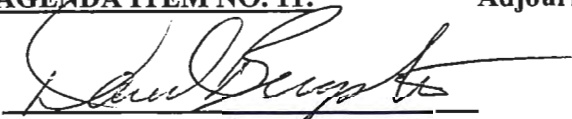
AGENDA ITEM NO. 10:

Commissioners Comments and/or New Business

Chairman Bergsten asked about announcing minutes correctly earlier in meeting. Commissioner Kerbs discussed looking outside of our realm when working on the subdivision codes. Commissioner Clinard brought up water runoff issues needing to be addressed. Justin Debruin mentioned incorporating a dirt move permit in future. Commissioner Kerbs addressed the zoning board of adjustments. Chairman Bergsten asked about an update on The Garage restaurant and maybe other businesses along Kickapoo street. Justin Debruin stated The Garage is looking to open around beginning of June and Marketplace may be getting a building permit turned in soon for phase one. St. Anthony addition was completed fast and Pizza Hut by Villagio is getting a new plan turned in. Chairman Bergsten spoke about the pond in Wyndemere addition and the issues with flooding and mud runoff.

AGENDA ITEM NO. 11:

Adjournment


Chairman/Vice-Chairman

Cheyenne Lincoln
Planning Commission Secretary

Regular Board of Commissioners

1. d.

Meeting Date: 06/06/2016

Lake Renewal

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewal:

RENEWAL:

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

Attachments

Lake Lease Rostochil



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	05/25/2016	License No. #010849
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	June 6 th , 2016	
Property Address	33314 POST OFFICE NECK	
Lake Site Location	LOT 17 BELCHER TRACT	
Lease Dates	01/03/2015-01/03/2045	
Lease Fee (changes annually)	\$662.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	JOSEPH & LETA ROSTOCHIL	
Address	1156 KINGSWAY AVE YUKON, OK 73099	
Phone	405-936-0094	
Current Lessee (Transfer From) (if applicable)		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	1/23/2013	
Misc. Comments		
Total Charges Paid: \$662.00		

PLEASE READ CAREFULLY

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

CABIN SITE LEASE

LEASE# 010849

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of January 3, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

JOSEPH ROSTOCHIL
of 1156 KINGSWAY AVE YUKON OK 73099 ,
LETA ROSTOCHIL
of 1156 KINGSWAY AVE YUKON OK 73099,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 662.00** dollars for **2015**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**33314 POST OFFICE NECK
LOT 17 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,

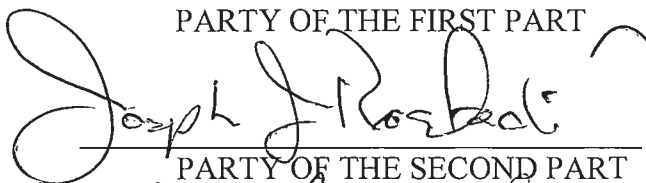
BY: _____

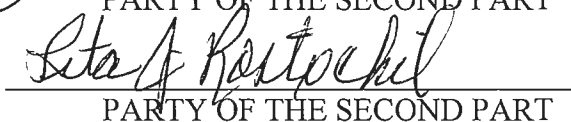
MAYOR

PARTY OF THE FIRST PART

ATTEST:

CITY CLERK


PARTY OF THE SECOND PART


PARTY OF THE SECOND PART

Regular Board of Commissioners**1. e.**

Meeting Date: 06/06/2016

Mayors Appts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments

Shawnee Library Board

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

Reappointment

Michelle Dominy	1st Full Term	Expires 6/30/2019
-----------------	---------------	-------------------

*Replaces Alfonso Nieves - Resigned*Zoning Board of Adjustment

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

Reappointment

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

Reappointment

Attachments

Lilite Board Appl

Dominy Board App

Thomas Board App

Cooper Board App

CITY OF SHAWNEE

APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: Dephanie Lilite Application Date: 10/30/13
Address: 1908 N. Broadway Ave, Shawnee OK 74804
Mailing Address: same as above
Daytime Phone: 714-253-2976 Fax: _____ Email: lilitefamily@aol.com
Profession: Piano Instructor
Business Name: Lilite Piano Studio
Business Address: 1908 N. Broadway Ave, Shawnee OK 74804
Business Phone: 714-253-2976 Fax: _____ Email: lilitefamily@aol.com

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

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

How many years have you lived in Shawnee? 6 years

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

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

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

I was asked to serve on the Library board, and when informed that one of the main roles of a board member is to act as an advocate for the library, my interest was definitely piqued. I am a huge supporter of the library system.

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 homeschool my children and am extremely involved in ensuring they receive a quality education. We visit

our local library at least once a week and utilize most of their services. ~~B~~ The growth + future of the library is of vital interest to me! Also, I enjoy working in group settings. What civic or volunteer activities (if any) are you currently involved in? None at the moment; I served on the PCHEA (Pott. Co. Home Ed. Association) leadership team for 3 years.

List education, including degree(s) earned:

Master of Music: Piano Performance + Pedagogy - The Pennsylvania State University (2001)

Bachelor of Music: Piano Performance - Biola University (1998)

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

NO

Please include up to three personal or professional references:

Name	Relationship	Phone Number
Conchita Hansford	Colleague	405-585-4323
Trisha Houghton	Friend	913-424-9017
Mary chung	Colleague	405-585-4317

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 DePhani Lile Date 10/30/13

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

Send application form to:

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

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Michelle (Missy) Dominy</u>	Application Date: <u>4-27-16</u>
Address: <u>4514 Gracelann</u>	
Mailing Address: <u>4514 Gracelann, Shawnee, OK 74804</u>	
Daytime Phone: <u>273-7493</u>	Fax: <u>273-4704</u> Email: <u>missyd@gctech.edu</u>
Profession: <u>STEM Coordinator</u>	
Business Name: <u>Gordon Cooper Technology Center</u>	
Business Address: <u>1 John C. Bruton Blvd Shawnee, OK 74804</u>	
Business Phone: <u>273-7493</u>	Fax: <u>273-4704</u> Email: <u>missyd@gctech.edu</u>

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

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

How many years have you lived in Shawnee? 4 years

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

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

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

As an educator, I am committed to making enrichment resources for children and adults accessible to everyone. Community libraries share the same commitment and I would love to be part of the great things happening at our library.

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 17 years of classroom experience. Between school and church experience, I have worked with children and adults of all ages. I absolutely love books and reading and I have made it a priority to teach my own children to do the same.

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

Actively involved in University Baptist Church. I have also volunteered to coach/mentor local robotics teams.

List education, including degree(s) earned:

BS in biology from TX Woman's University
Currently working on M. Ed in Science education from OU

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

No

Please include up to three personal or professional references:

Name	Relationship	Phone Number
Andrea Ellis	Coworker	580-367-0505
Carrie Myles	Friend	405-824-6500
Marty Lewis	Supervisor	405-273-7413

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 Michelle (Mizz) Doming Date 4-27-16

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

Send application form to:

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

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Mat Thomas</u>	Application Date: <u>6.1.16</u>
Address: <u>4409 Argent Ave, Shawnee, OK 74804</u>	
Mailing Address: _____	
Daytime Phone: <u>760.6764</u>	Fax: <u>585.2529</u> Email: <u>matetom@arg.net</u>
Profession: <u>Attorney</u>	
Business Name: <u>Law Offices of Mat Thomas PLLC</u>	
Business Address: <u>400 N. Broadway, Shawnee, OK 74801</u>	
Business Phone: <u>277.2732</u>	Fax: <u>11</u> Email: <u>11</u>

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

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

How many years have you lived in Shawnee? 29

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

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

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

Community involvement is important to me as is the diversity of the type of service.

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

I feel attorneys are generally useful on boards of any kind, also I am calm and rational during conflicts, but have practice

sticking to decisions even though unpopular.

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

Pott. County Volunteer Health Clinic Board
Board of Adjustment

List education, including degree(s) earned:

OAU - B.A.

SMU - J.D.

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

Yes - currently on Board of Adjustment - 3 years

Please include up to three personal or professional references:

Name	Relationship	Phone Number
<u>Justin Erickson</u>	<u>Friend</u>	
<u>Sam Garlow</u>	<u>Father-in-law</u>	<u>275-3809</u>

PLEASE READ CAREFULLY:

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

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

Signature [Signature] Date 6.6.16

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

Send application form to:

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

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: TIM M. COOPER Application Date: 5-22-13
 Address: 36 Northridge Road, Shawnee, OK
 Mailing Address: Same
 Daytime Phone: 878-0416 Fax: 598-6682 Email: simcooper@yahoo.com
 Profession: General Analyst
 Business Name: COOPER Funeral Home
 Business Address: 210 W Walnut Tecumseh, OK 74872
 Business Phone: 598-2124 Fax: 598-6682 Email: TIM COOPER @ cooperfuneral

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

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

How many years have you lived in Shawnee? Since July 1, 2011

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

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

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

Mayor requested

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?

Experience in operating a business for years

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

High school alumni
Chamber of Commerce

List education, including degree(s) earned:

BBA University of Okla
National Institute of Mortuary Science

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

NO

Please include up to three personal or professional references:

Name	Relationship	Phone Number
<u>Dary Vogel</u>	<u>Friend</u>	<u>222-2961</u>
<u>Terry Callender</u>	<u>friend</u>	<u>640-8213</u>

PLEASE READ CAREFULLY:

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

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

Signature [Signature] Date 5-22-13

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

Send application form to:

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

Regular Board of Commissioners

1. f.

Meeting Date: 06/06/2016

PD Byrnes Grant

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve grant application to the "Edward Byrnes Memorial Grant" in the sum of \$21,531.00 for the Shawnee Police Department, to be shared with the Pottawatomie County Sheriff's Office.

Attachments

Byrnes Grant Memo



Shawnee Police Department

Chris Thomas

P.O. Box 1448

Shawnee, Oklahoma 74804

Office (405)878-1638 *Fax (405)878-1696

E-Mail cthomas@shawneeok.org



TO : City of Shawnee, City Commissioners

FROM : Chris Thomas
Administrator of Support Services

SUBJECT : **Edward Byrnes Memorial Grant Announcement/Requirement**

DATE : May 17, 2016

Cc : Justin Erickson
City Manager

We received notice of a new Edward Byrnes Memorial Grant opportunity available to us. This grant is from the Department of Justice (DOJ) and the value has already been set at \$21,531.00. This is a grant that we have historically shared with the Pottawatomie County Sheriff's Office and we will probably do so again, as this is a grant that we have to share with another entity in our County.

Part of the requirement of the grant is that it needs to be announced at a City Commission meeting so that any questions the Commissioners may have, or the public, may be answered. This needs to please go on the next City of Shawnee Commission meeting agenda set for June 6th.

If you have any questions, please do not hesitate to contact me. #1638.

Regular Board of Commissioners

1. g.

Meeting Date: 06/06/2016

Arvest Purchasing Card

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approval to replace Arvest Security Bank Card with Arvest Purchasing Card.

Attachments

Arvest Purchasing Card



Date: June 2, 2016
To: Mayor and City Commissioners
From: Cynthia Arnold, Finance Director/Treasurer
RE: Purchasing Cards

Nature of the Request:

It is respectfully requested that the City of Shawnee amend how they purchase items with our current Security Bank Card process and change to a “Pay Card” purchasing process.

Staff Analysis, Considerations:

Staff met with Arvest Bank who currently holds the City’s credit cards. They are suggesting we go with another one of their products called the Pay Card. Pro’s associated with switching over:

- 1) Same requirements of obtaining a Purchase Order, approvals of the expense, and the same payment requirements that apply to the expense GL accounts from the originating department;
- 2) Restrictions can be applied to the pay card to be specific on type of expense allowed on the card; i.e., restriction to travel only, therefore no office supplies can be purchased on pay card that has a specified restriction;
- 3) If used while in travel status and emergency arises with change in accommodations, flight cancel, etc., and card is at maximum credit amount allowed, an increase in credit limit can be applied to the credit balance to allow an emergency expenditure.

We have run into issues that we did not have enough credit cards to accommodate all the departments, we will have a couple of extra Pay Cards that and employee can check out and we can set a limit and what they can purchase with the card. It will give the Finance Department more control over the use of the cards.

Recommendation

Staff is recommending switching over the Pay Cards with Arvest Bank and authorized the Finance Director, Cynthia S. Arnold to sign on behalf of the city and to execute and deliver Issuer’s Visa Purchasing Card Application.

Budget Consideration:

There will be no budget impact. We are just trading our credit cards to Purchasing Cards.

VISA Purchasing Card Application

► SECTION 9

Borrowing Resolution: Indicate type of entity:

☐ Corporation, LLC	☒ Governmental Agency/Entity	☐ Not-for-Profit	☐ School System
☐ Church	☐ Sole Proprietorship	☐ Partnership	☐ Other If other, please specify: _____

Please submit the following required documents with the Application:

1. Certified resolutions authorizing Company to obtain the Purchasing Card. These resolutions must include the name of the individual authorized to sign this Application and enter into the VISA Purchasing Card Agreement. Please adopt the following resolutions and certify them below.
2. Company's tax returns and financial statements, including the balance sheet and income statement for the past two years. Also include the most recent interim financial statements.

Borrowing Resolutions:

Borrowing Resolutions are required for any entity. Please adopt the following resolutions and certify them below:

I, _____ (employee name who is certifying the resolution signature), hereby certify to Arvest Bank, Fayetteville, Arkansas, that I am the duly appointed and acting _____ of _____ ("Entity"), and further certify that the following is a true and correct copy of the resolutions adopted by Entity's Board of Directors or other similar governing body on _____, 20____, and that the resolutions have not been amended, modified or rescinded and are in full force and effect:

WHEREAS, Entity desires to establish and maintain a line of credit with Arvest Bank, Fayetteville, Arkansas ("Issuer"), governed by and subject to the terms and conditions of Issuer's VISA Purchasing Card Agreement, as amended from time to time (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED, that _____ ("Responsible Party"), for and on behalf of Entity, is hereby authorized and directed to execute and deliver Issuer's VISA Purchasing Card Application and to establish and maintain with Issuer a VISA Purchasing Card account in the name of Entity (the "Account") to enable Entity to borrow money from Issuer from time to time under the terms and conditions of the Agreement by using VISA credit cards issued by Issuer in the name of Entity (each, a "Card").

FURTHER RESOLVED, that *Responsible Party* is authorized and directed to provide Issuer a list of those employees, agents and/or representatives of Entity (each, an "Authorized Representative") who are authorized to incur charges against the Account either by using a Card of any other appropriate means, and that Issuer is hereby authorized to allow and pay on behalf of Entity any charge incurred by any Authorized Representative and to apply all such charges against the Account.

FURTHER RESOLVED, that the officers or other similar representatives of Entity are hereby authorized to pay Issuer for any and all charges incurred against, and all amounts owing on, the Account in accordance with the terms and conditions of the Agreement.

FURTHER RESOLVED, that the *Responsible Party* is hereby authorized and directed to execute and deliver such additional documents and to take such further actions as the *Responsible Party* deems in the best interest of Entity and necessary or desirable to carry out the intent of the foregoing resolutions.

IN WITNESS WHEREOF, I have hereunto signed my name as of the _____ day of _____, 20____.

Certified by

Signature and Title

Print Name

VISA Purchasing Card Application

► SECTION 10

VISA Purchasing Card Guaranty

In order to induce Arvest Bank, Fayetteville, Arkansas ("Bank"), to issue credit to the Company under the terms and conditions of this Application and that certain VISA Purchasing Card Agreement (the "Agreement"), a copy of which has been reviewed by the undersigned, the undersigned, a principal shareholder or equity holder of the Company, hereby guarantees, absolutely and unconditionally, to the Bank the payment of all sums due to the Bank, whether at stated maturity or otherwise, under the terms of the Agreement and the credit cards issued pursuant to the Agreement (the "Cards"). This is a continuing guaranty and shall remain in full force and effect until the Agreement is terminated and the Bank is paid in full thereunder.

This is a guaranty of payment and not of collection, and the undersigned waives any right the undersigned has at law or in equity arising out of the status as guarantor, including, but not limited to, the right to require that any action be brought against the Company or any other person, or to require that resort be had to any security or to any balance of any deposit account or credit on the books of the Bank in favor of the Company or any other person. The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse the Bank for all expenses (including attorneys' fees) incurred by the Bank in connection with the collection of any of the obligations of the Company. The undersigned hereby authorizes the Bank to setoff without notice all sums owed by the Company against any of the undersigned's accounts at the Bank and further grants the Bank a security interest in all such accounts. The undersigned hereby acknowledges that the Agreement may be modified, renewed, extended or comprised, in whole or in part, or any default with respect thereto may be waived by the Bank, and the Bank may fail to set off, and may release, in whole or in part, any balance of any deposit account or credit on its books in favor of the Company, or of any other person, and the undersigned shall remain bound by this Guaranty, notwithstanding such action or inaction by the Bank. The obligations of the undersigned are absolute and unconditional, and are valid irrespective of any other agreement or circumstance which might otherwise constitute a defense to the obligations hereunder, or the obligations of others related to it. This agreement sets forth the entire understanding of the parties, and the undersigned waives the right to assert defenses, setoffs and counterclaims in any litigation relating to this Guaranty. The undersigned acknowledges that no oral or other agreements, conditions, promises, understandings, representations or warranties exist in regard to the obligations hereunder, except those specifically set forth herein. The undersigned waives and shall not seek to enforce or collect upon any rights the undersigned now has or may acquire against the Company, either by way of subrogation, indemnity, reimbursement or contribution, for any amount paid under this Guaranty, or by way of any other obligations whatsoever of the Company to the undersigned, until all of the obligations of the Company to the Bank have been paid in full.

This Guaranty is and shall be deemed to be a contract entered into under and pursuant to the laws of the State of Oklahoma and shall be in all respects governed, construed, applied and enforced in accordance with the laws of Oklahoma. The undersigned authorizes the Bank to make or cause to be made such credit investigations as it deems necessary or appropriate to evaluate the credit, personal or financial standing and employment of the undersigned and to share its credit experiences with the Company and the undersigned with other creditors and credit reporting agencies.

Each reference herein to Bank shall be deemed to include its successors and assigns in whose favor the provisions of this Guaranty shall also enure. Each reference herein to the undersigned shall be deemed to include the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned, all of whom shall be bound by the provisions of this Guaranty. The term "undersigned" as used herein shall, if this instrument is signed by more than one party, means the "undersigned and each of them", and the liability of each of the undersigned shall be joint and several with the other of the undersigned. No delay on the part of the Bank in exercising any rights hereunder, or failure to exercise the same, shall operate as a waiver of such right; no notice to or demand on the undersigned shall be deemed a waiver of the obligation of the undersigned or of the right of the Bank to further action without notice or demand as provided herein; and in no event shall any modification or waiver of the provisions of this Guaranty be effective unless in writing, signed by an authorized officer of the Bank. Any such waiver shall be applicable with respect to the specific instance for which given.

SIGNATURE & INFORMATION OF GUARANTOR:

PRINT NAME OF GUARANTOR	SOCIAL SECURITY #	SIGNATURE	DATE
PRINT NAME OF GUARANTOR	SOCIAL SECURITY #	SIGNATURE	DATE
PRINT NAME OF GUARANTOR	SOCIAL SECURITY #	SIGNATURE	DATE

The parties above are signing independently and as a personal guarantor(s). Do not include titles.

► SECTION 11

Activate CenterSuite Modules: Completed by Security BankCard Center or Bank Associate

☐ Statement ☐ Accounts ☐ Reports ☐ Expenses

► SECTION 12

Bank Use Only

Referring Associates(s)	Associate ID (s)	Bank	Branch Stamp
SBC Purchasing Card Acct Mgr	Associate ID (s)	Location	Notes

VISA Purchasing Card Agreement

SECTION 13

The information about the costs of the cards described in this application is accurate as of May 2013. This information may have changed after that date. To find out what may have changed, call us at 1-800-356-8085 or write to us at P.O. Box 6139 Norman, OK 73070 or go to www.securitybankcard.com.

INTEREST RATES AND INTEREST CHARGES

Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances	0% Introductory APR for 6 months. After that, your APR will be 10.24% variable for Elite* Purchasing VISA Accounts; 14.24% for Premier* Purchasing VISA Accounts. Your APR will vary with the market based on the Prime Rate.
Variable Rate Information	Your APR may vary. The non-introductory rate for purchases, cash advances, and balance transfers is determined monthly by adding 6.99% for Elite Purchasing VISA Accounts or 10.99% for Premier Purchasing VISA Accounts to the highest U.S. Prime Rate published in <i>The Wall Street Journal</i> on the 10th day (or prior business day) of the prior month.
Penalty APR and When it Applies	None
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	None

FEES

Annual Fees	None
Transaction Fees: • Balance Transfer • Cash Advance • Foreign Transaction	None Either \$4 or 4% of the amount of each cash advance, whichever is greater. 1% of each transaction in U.S. dollars.
Penalty Fees: • Late Payment: • Over the Credit Limit: • Returned Payment:	\$29 \$29 \$29

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

* Your application is a request for an account with either Elite or Premier Pricing. We will first consider you for the pricing with the lowest rates. We determine your APR based on a review of your application and credit history.

DATED SIGNATURES (REQUIRED)

Company, by the authorized individual(s) signing below, represents and warrants to Arvest Bank, Fayetteville, Arkansas ("Issuer") that Company will be legally obligated to pay for Purchases, Cash Advances and all Other charges incurred by those employees given a VISA Purchasing Card. Subject to applicable law, Company will be liable and obligated to pay for all Purchases and Cash Advances made by use of the Cards, whether or not such use was authorized or unauthorized, and whether or not there was actual, implied, or apparent authority for such use. Company will be liable for all amounts incurred (whether billed or unbilled) prior to the time that (a) Company has contacted Issuer verbally (and confirms such verbal notification in writing within five (5) business days) advising Issuer that an employee is no longer authorized to use the Card, and (b) Company obtains the Card issued to such employee and returns it to Issuer. Capitalized terms not otherwise defined herein shall have the same meaning as specified in the Cardholder Agreement and Disclosure Statement (the "Agreement"), a copy of which shall be delivered with each Card authorized hereunder. Each undersigned hereby acknowledges that the use of each such Card is governed by the terms and conditions of the Agreement, as it may be amended from time to time. The Card(s) is/are issued by Issuer, through its processing subsidiary, Security BankCard Center, Inc.

Authorized Signature(s) (Dated Signatures Required)

X			X		
SIGN HERE	Title	Date	SIGN HERE	Title	Date
X			X		
SIGN HERE	Title	Date	SIGN HERE	Title	Date

Regular Board of Commissioners

1. h.

Meeting Date: 06/06/2016

Accept Lake Mtc Bldg

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of Lake Maintenance Building and place maintenance bond into effect.

Attachments

Accept Lake Mtc Bldg Memo

Accept Lake Mtc Bldg Bond



Office of the Director of Operations

Date: May 26, 2016
To: Mayor and City Commissioners
From: James Bryce, Director of Operations
RE: Shawnee Lake Maintenance building

Nature of the Request:

Acceptance of the new lake maintenance building and placing the maintenance bond into effect.

Staff Analysis, Considerations:

Staff and Project Architect have inspected the project insuring all was complete and to design. All final inspections have been completed.

Recommendation:

It is staff's recommendation to accept the project and pay the contractor their final payment and place the maintenance bonds into effect.

Budget Consideration:

Final payment amount of \$91,073.00 from account# 501 5-1020-5430 625 1020-01

Granite Re, Inc.

Bond# GR31058

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned **Sagemill Construction, LLC, 1208 S. Dawson, Meeker OK 74855** and **Granite Re, Inc., 14001 Quailbrook Dr., Oklahoma City, OK 73134** a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound **City of Shawnee, PO Box 1448, Shawnee OK 74802-1448** in the penal sum of ****Two Hundred Forty Thousand & 00/100** (\$240,000.00)** Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 24th day of April, 2015

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on the 9th day of February, 2015 enter into a contract for the

Shawnee Lake Maintenance/Office Building

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee said Principal shall furnish a maintenance bond for the sum amounting to ****** One Hundred ****** percent (**100%**) of the contract price, and to remain in full force and effect for the period of One (1) year(s) from the date of acceptance, as therein stated in said specifications: the said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good all defects appearing in the work performed by Principal due to faulty workmanship or materials which may develop during the period of One (1) year(s) from the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Sagemill Construction, LLC
Principal

BY: Rozyn Miller

Title Owner

Granite Re, Inc.
Surety

BY: Wendy Hollen

Wendy Hollen, Attorney-in-Fact

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

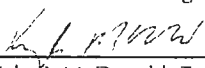
W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of April, 2015.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





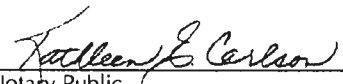
Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of April, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

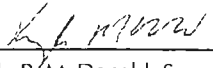
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

24th day of April, 2015.





Kyle P. McDonald, Secretary/Treasurer

Regular Board of Commissioners

1. i.

Meeting Date: 06/06/2016

Accept Water Park

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of Shawnee Splash Water Park and setting substantial completion date at June 12, 2015.

Attachments

Accept Water Park Memo



Office of the Director of Operations

Date: May 26, 2016
To: Mayor and City Commissioners
From: James Bryce, Director of Operations
RE: Shawnee Splash Water Park

Nature of the Request:

Acceptance of the Shawnee Splash Water Park and setting the substantial completion date at June 12, 2015.

Staff Analysis, Considerations:

The construction company BRANCO has completed their punch list and repairs. There is a couple of warranty items they are still working on. All final inspections have been completed. Since Shawnee opened the doors to the public on June 12, 2015, the substantial completion date was set, with that being said, we basically accepted the project at that time. BRANCO has been very diligent to respond in the past year to any problem we have had and staff is ready to officially accept the project.

Recommendation:

It is staff's recommendation to accept the project and pay the contractor their final payment.

Budget Consideration:

Final payment amount of \$50,000.00 from account# 301 5-0940-5410 509 0940-01

Regular Board of Commissioners

1. j.

Meeting Date: 06/06/2016

Repair PD Explorers

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize repair of four (4) Police Department 2016 Ford Explorers (City of Shawnee Asset Nos. 4611, 4612, 4613 and 4614) by Collision Works of Shawnee that were damaged in hail storm on April 29, 2016.

Attachments

Repair PD Explorers Memo



Shawnee Police Department

Chief Mason Wilson

P.O. Box 1448

Shawnee, Oklahoma 74802

Office (405)878-1680 or 1681*Fax (405)878-1520



TO : City Commission

CC : Cindy Arnold
Finance Director

FROM : **Mason Wilson** 
Chief of Police

SUBJECT : Repair Request

DATE : June 1, 2016

Four (4) new police units were damaged by hail while the in Fort Smith for equipment installation. This memo is to request Collision Works of Shawnee be approved to make repairs in the amount of up to \$35,545.59.

\$46,283.92 Insurance check from OMAG and been received and will be transferred to account number 001-5-0620-5304 to cover cost of repairs.

Below is list of additional bids received-

Jerry's Paint and Body \$37,620.80

Lonnie's Paint and Body \$34,742.37 – didn't list everything needed for repairs needed

Jerrys Paint and Auto Sales

Jerrys Paint and Auto Sales
820 E. Highland
Shawnee, OK 74801
Business Phone: 405-275-4527
bigwheelwrecker@att.net

Estimate
Est #24, ID #3861077

Vehicle Info	VIN	Color Ext. / Int.	License (St.)	Miles In / Out
2016 Ford Explorer Police Interceptor 4 Door Utility AWD 3.7L 6 Cyl Gas Injected	1FM5K8AR5GGA86835	/		0 / 0

Owner

CITY OF SHAWNEE

Description	Part #	Price	Qty	Labor	Paint	Other
HOOD						
Replace HOOD PANEL 1.1hrs. Clearcoat	FB5Z 16612 A	\$1,300.15	1	2.0 Body hrs.	2.7 hrs. 1.1 hrs.	
FRONT FENDER						
Refinish L FENDER PANEL 1.8hrs. Clearcoat	FB5Z 16006 A				4.5 hrs. 1.8 hrs.	
Refinish R FENDER PANEL 1.8hrs. Clearcoat	FB5Z 16005 A				4.5 hrs. 1.8 hrs.	
FRONT DOOR						
Refinish REMOVE STRIPES L FRT DOOR REPAIR PANEL 0.9hrs. Clearcoat	BB5Z 7820201 A			4.0 Body hrs.	2.3 hrs. 0.9 hrs.	
Refinish REMOVE DECALES/STRIPES R FRT DOOR SHELL 0.9hrs. Clearcoat	FB5Z 7820124 A			4.0 Body hrs.	2.3 hrs. 0.9 hrs.	
Replace R FRT OTR DOOR BELT MOULDING	BB5Z 7821452 A	\$53.35	1	0.3 Body hrs.		
Replace L FRT OTR DOOR BELT MOULDING	BB5Z 7821453 A	\$56.47	1	0.3 Body hrs.		
REAR DOOR						
Refinish REMOVE DECALES L REAR DOOR SHELL 0.9hrs. Clearcoat	FB5Z 7824631 A			4.0 Body hrs.	2.2 hrs. 0.9 hrs.	
Refinish REMOVE DECALES R REAR DOOR SHELL 0.9hrs. Clearcoat	FB5Z 7824630 A			4.0 Body hrs.	2.2 hrs. 0.9 hrs.	
Replace R REAR INR DOOR BELT WEATHERSTRIP	FB5Z 7825860 A	\$61.03	1			
Replace L REAR INR DOOR BELT WEATHERSTRIP	FB5Z 7825861 A	\$61.03	1			
ROOF						
Replace ROOF PANEL -3.2 hrs. Overlap, 1.4hrs. Clearcoat	FB5Z 7850202 B	\$860.32	1	17.2 Body hrs. -3.2 hrs. Overlap	3.5 hrs. 1.4 hrs.	
R&R ADD TO R&I/R&R SIDE CURTAIN AIR BAGS -M				3.2 Mechanical hrs.		
Replace R REAR ROOF MOULDING	EB5Z 7851728 BA	\$209.72	1	0.2 Body hrs.		
Replace L REAR ROOF MOULDING	EB5Z 7851728 BA	\$209.72	1	0.2 Body hrs.		
Replace L FRT ROOF MOULDING	DB5Z 7851729 AA	\$63.13	1	0.2 Body hrs.		
Replace R FRT ROOF MOULDING	DB5Z 7851728 AA	\$61.68	1	0.2 Body hrs.		
QUARTER PANEL						
Refinish L QUARTER OUTER PANEL 0.8hrs. Clearcoat	FB5Z 7827841 A			5.0 Body hrs.	2.0 hrs. 0.8 hrs.	
Refinish R QUARTER OUTER PANEL 0.8hrs. Clearcoat	FB5Z 7827840 A			5.0 Body hrs.	2.0 hrs. 0.8 hrs.	
LIFTGATE						
Refinish LIFTGATE SHELL 1.0hrs. Clearcoat	FB5Z 7840010 A				2.5 hrs. 1.0 hrs.	

Jerrys Paint and Auto Sales

Jerrys Paint and Auto Sales
820 E. Highland
Shawnee, OK 74801
Business Phone: 405-275-4527
bigwheelwrecker@att.net

Estimate
Est #24, ID #3861077

Totals

Type	Hours	Rate/hr	Total	Taxable
OEM Parts			\$2,936.60	
Body Labor	43.4	\$46.00	\$1,996.40	
Paint Labor	43.0	\$46.00	\$1,978.00	
Mechanical Labor	3.2	\$65.00	\$208.00	
Paint Supplies	43.0	\$36.00	\$1,548.00	
Nontaxable Amount			\$8,667.00	
Grand Total			\$8,667.00	
Net Total			\$8,667.00	

Jerrys Paint and Auto Sales

Jerrys Paint and Auto Sales
820 E. Highland
Shawnee, OK 74801
Business Phone: 405-275-4527
bigwheelwrecker@att.net

Estimate
Est #27, ID #3861440

Vehicle Info	VIN	Color Ext. / Int.	License (St.)	Miles In / Out
2016 Ford Explorer Police Interceptor 4 Door Utility AWD 3.7L 6 Cyl Gas Injected	1FM5K8AR9GGA86837	/		0 / 0

Owner

CITY OF SHAWNEE

Description	Part #	Price	Qty	Labor	Paint	Other
HOOD						
Replace HOOD PANEL 1.1hrs. Clearcoat	FB5Z 16612 A	\$1,300.15	1	2.0 Body hrs.	2.7 hrs. 1.1 hrs.	
FRONT FENDER						
Refinish L FENDER PANEL 0.8hrs. Clearcoat	FB5Z 16006 A			3.5 Body hrs.	2.0 hrs. 0.8 hrs.	
Refinish R FENDER PANEL 0.8hrs. Clearcoat	FB5Z 16005 A			3.5 Body hrs.	2.0 hrs. 0.8 hrs.	
WINDSHIELD						
Replace L OTR W/SHIELD MOULDING	BB5Z 7803137 AB	\$114.05	1	0.2 Body hrs.		
Replace R OTR W/SHIELD MOULDING	BB5Z 7803136 AB	\$113.95	1	0.2 Body hrs.		
FRONT DOOR						
Refinish REMOVE DECALS/REPAIR L FRT DOOR SHELL 0.9hrs. Clearcoat	FB5Z 7820125 A			4.5 Body hrs.	2.3 hrs. 0.9 hrs.	
Refinish REMOVE DECALS/REPAIR R FRT DOOR SHELL 0.9hrs. Clearcoat	FB5Z 7820124 A			4.0 Body hrs.	2.3 hrs. 0.9 hrs.	
Replace R FRT OTR DOOR BELT MOULDING	BB5Z 7821452 A	\$53.35	1	0.3 Body hrs.		
Replace L FRT OTR DOOR BELT MOULDING	BB5Z 7821453 A	\$56.47	1	0.3 Body hrs.		
REAR DOOR						
Refinish REMOVE DECALS /REPAIR L REAR DOOR SHELL 0.9hrs. Clearcoat	FB5Z 7824631 A			4.0 Body hrs.	2.2 hrs. 0.9 hrs.	
Refinish REMOVE DECALS/REPAIR R REAR DOOR SHELL 0.9hrs. Clearcoat	FB5Z 7824630 A			4.5 Body hrs.	2.2 hrs. 0.9 hrs.	
Replace L REAR OTR DOOR BELT MOULDING	BB5Z 7825597 A	\$49.03	1	0.3 Body hrs.		
Replace R REAR OTR DOOR BELT MOULDING	BB5Z 7825596 A	\$49.03	1	0.3 Body hrs.		
Replace L REAR DOOR VENT GLASS/FRAME	BB5Z 7825767 A	\$482.33	1	1.4 Body hrs.		
Replace R REAR DOOR VENT GLASS/FRAME	BB5Z 7825766 A	\$482.33	1	1.4 Body hrs.		
ROOF						
Replace ROOF PANEL -3.2 hrs. Overlap, 1.4hrs. Clearcoat	FB5Z 7850202 B	\$860.32	1	17.2 Body hrs.	3.5 hrs. 1.4 hrs.	
R&R ADD TO R&I/R&R SIDE CURTAIN AIR BAGS -M				-3.2 hrs. Overlap 3.2 Mechanical hrs.		
Replace L REAR ROOF MOULDING	EB5Z 7851728 BA	\$209.72	1	0.2 Body hrs.		
Replace R REAR ROOF MOULDING	EB5Z 7851728 BA	\$209.72	1	0.2 Body hrs.		
Replace L FRT ROOF MOULDING	DB5Z 7851729 AA	\$63.13	1	0.2 Body hrs.		
Replace R FRT ROOF MOULDING	DB5Z 7851728 AA	\$61.68	1	0.2 Body hrs.		
LIFTGATE						
Repair REPAIR LIFTGATE SHELL 0.9hrs. Clearcoat	FB5Z 7840010 A			12.4 Body hrs.	2.2 hrs. 0.9 hrs.	

Jerrys Paint and Auto Sales

Jerrys Paint and Auto Sales
820 E. Highland
Shawnee, OK 74801
Business Phone: 405-275-4527
bigwheelwrecker@att.net

Estimate
Est #27, ID #3861440

Totals

Type	Hours	Rate/hr	Total	Taxable
OEM Parts			\$4,105.26	
Body Labor	57.6	\$46.00	\$2,649.60	
Paint Labor	30.0	\$46.00	\$1,380.00	
Mechanical Labor	3.2	\$65.00	\$208.00	
Paint Supplies	30.0	\$36.00	\$1,080.00	
Nontaxable Amount			\$9,422.86	
Grand Total			\$9,422.86	
Net Total			\$9,422.86	

Jerrys Paint and Auto Sales

Jerrys Paint and Auto Sales
820 E. Highland
Shawnee, OK 74801
Business Phone: 405-275-4527
bigwheelwrecker@att.net

Estimate
Est #26, ID #3861357

Vehicle Info	VIN	Color Ext. / Int.	License (St.)	Miles In / Out
2016 Ford Explorer Police Interceptor 4 Door Utility AWD 3.7L 6 Cyl Gas Injected	1FM5K8AR0GGA86838	/		0 / 0

Owner

CITY OF SHAWNEE

Description	Part #	Price	Qty	Labor	Paint	Other
HOOD						
Replace HOOD PANEL	FB5Z 16612 A	\$1,300.15	1	2.0 Body hrs.	2.7 hrs.	
1.1hrs. Clearcoat					1.1 hrs.	
FRONT FENDER						
Refinish L FENDER PANEL	FB5Z 16006 A			3.0 Body hrs.	2.0 hrs.	
0.8hrs. Clearcoat					0.8 hrs.	
Refinish R FENDER PANEL	FB5Z 16005 A			3.0 Body hrs.	2.0 hrs.	
0.8hrs. Clearcoat					0.8 hrs.	
WINDSHIELD						
Replace R OTR W/SHIELD MOULDING	BB5Z 7803136 AB	\$113.95	1	0.2 Body hrs.		
FRONT DOOR						
Refinish REMOVE DECALS/REPAIR L FRT DOOR SHELL	FB5Z 7820125 A			5.0 Body hrs.	2.3 hrs.	
0.9hrs. Clearcoat					0.9 hrs.	
Refinish REMOVE DECALS /REPAIR R FRT DOOR SHELL	FB5Z 7820124 A			5.0 Body hrs.	2.3 hrs.	
0.9hrs. Clearcoat					0.9 hrs.	
Replace L FRT OTR DOOR BELT MOULDING	BB5Z 7821453 A	\$56.47	1	0.3 Body hrs.		
Replace R FRT OTR DOOR BELT MOULDING	BB5Z 7821452 A	\$53.35	1	0.3 Body hrs.		
REAR DOOR						
Refinish REMOVE DECALS/REPAIR L REAR DOOR SHELL	FB5Z 7824631 A			4.0 Body hrs.	2.2 hrs.	
0.9hrs. Clearcoat					0.9 hrs.	
Refinish REMOVE DECALS/REPAIR R REAR DOOR SHELL	FB5Z 7824630 A			4.0 Body hrs.	2.2 hrs.	
0.9hrs. Clearcoat					0.9 hrs.	
Replace L REAR OTR DOOR BELT MOULDING	BB5Z 7825597 B	\$66.92	1	0.3 Body hrs.		
Replace R REAR OTR DOOR BELT MOULDING	BB5Z 7825596 B	\$66.92	1	0.3 Body hrs.		
Replace L REAR DOOR VENT GLASS/FRAME	BB5Z 7825767 A	\$482.33	1	1.4 Body hrs.		
Replace R REAR DOOR VENT GLASS/FRAME	BB5Z 7825766 A	\$482.33	1	1.4 Body hrs.		
ROOF						
Replace ROOF PANEL	FB5Z 7850202 B	\$860.32	1	17.2 Body hrs.	3.5 hrs.	
-3.2 hrs. Overlap, 1.4hrs. Clearcoat				-3.2 hrs. Overlap	1.4 hrs.	
R&R ADD TO R&I/R&R SIDE CURTAIN AIR BAGS -M				3.2 Mechanical hrs.		
Replace L REAR ROOF MOULDING	EB5Z 7851728 BA	\$209.72	1	0.2 Body hrs.		
Replace R REAR ROOF MOULDING	EB5Z 7851728 BA	\$209.72	1	0.2 Body hrs.		
Replace L FRT ROOF MOULDING	DB5Z 7851729 AA	\$63.13	1	0.2 Body hrs.		
Replace R FRT ROOF MOULDING	DB5Z 7851728 AA	\$61.68	1	0.2 Body hrs.		
Replace L FRT ROOF MOULDING RETAINER	DB5Z 7850002 B	\$26.45	1			
Replace R FRT ROOF MOULDING RETAINER	DB5Z 7850002 A	\$6.50	1			
QUARTER PANEL						
Refinish L QUARTER OUTER PANEL	FB5Z 7827841 A			5.5 Body hrs.	2.0 hrs.	
0.8hrs. Clearcoat					0.8 hrs.	
Refinish R QUARTER OUTER PANEL	FB5Z 7827840 A			5.5 Body hrs.	2.0 hrs.	
0.8hrs. Clearcoat					0.8 hrs.	
LIFTGATE						

Jerrys Paint and Auto Sales

Jerrys Paint and Auto Sales
820 E. Highland
Shawnee, OK 74801
Business Phone: 405-275-4527
bigwheelwrecker@att.net

Estimate
Est #26, ID #3861357

Refinish LIFTGATE SHELL
0.9hrs. Clearcoat

FB5Z 7840010 A

5.0 Body hrs.

2.2 hrs.
0.9 hrs.

Totals

Type	Hours	Rate/hr	Total	Taxable
OEM Parts			\$4,059.94	
Body Labor	61.0	\$46.00	\$2,806.00	
Paint Labor	35.6	\$46.00	\$1,637.60	
Mechanical Labor	3.2	\$65.00	\$208.00	
Paint Supplies	35.6	\$36.00	\$1,281.60	
Nontaxable Amount			\$9,993.14	
Grand Total			\$9,993.14	
Net Total			\$9,993.14	

Preliminary Estimate

Customer: SHAWNEE POLICE DEPARTMENT, 4614

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI BLACK/WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF16, CCC Data Date 5/9/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Jerrys Paint and Auto Sales

Jerrys Paint and Auto Sales
820 E. Highland
Shawnee, OK 74801
Business Phone: 405-275-4527
bigwheelwrecker@att.net

Estimate
Est #25, ID #3861261

Vehicle Info	VIN	Color Ext. / Int.	License (St.)	Miles In / Out
2016 Ford Explorer Police Interceptor 4 Door Utility AWD 3.7L 6 Cyl Gas Injected	1FM5K8AR7GGA86836	/		0 / 0

Owner

CITY OF SHAWNEE

Description	Part #	Price	Qty	Labor	Paint	Other
HOOD						
Replace HOOD PANEL 1.1hrs. Clearcoat	FB5Z 16612 A	\$1,300.15	1	2.0 Body hrs.	2.7 hrs. 1.1 hrs.	
FRONT FENDER						
Refinish L FENDER PANEL 0.8hrs. Clearcoat	FB5Z 16006 A			3.5 Body hrs.	2.0 hrs. 0.8 hrs.	
Refinish R FENDER PANEL 0.8hrs. Clearcoat	FB5Z 16005 A			3.0 Body hrs.	2.0 hrs. 0.8 hrs.	
WINDSHIELD						
Replace L OTR W/SHIELD MOULDING	BB5Z 7803137 AB	\$114.05	1	0.2 Body hrs.		
Replace R OTR W/SHIELD MOULDING	BB5Z 7803136 AB	\$113.95	1	0.2 Body hrs.		
FRONT DOOR						
Refinish REPAIR/DECALE REMOVAL L FRT DOOR SHELL 0.9hrs. Clearcoat	FB5Z 7820125 A			4.0 Body hrs.	2.3 hrs. 0.9 hrs.	
Refinish REPAIR/DECALE REMOVAL R FRT DOOR SHELL 0.9hrs. Clearcoat	FB5Z 7820124 A			4.0 Body hrs.	2.3 hrs. 0.9 hrs.	
Replace L FRT OTR DOOR BELT MOULDING	BB5Z 7821453 A	\$56.47	1	0.3 Body hrs.		
Replace R FRT OTR DOOR BELT MOULDING	BB5Z 7821452 A	\$53.35	1	0.3 Body hrs.		
REAR DOOR						
Replace L REAR DOOR VENT GLASS/FRAME	BB5Z 7825767 A	\$482.33	1	1.4 Body hrs.		
Replace R REAR DOOR VENT GLASS/FRAME	BB5Z 7825766 A	\$482.33	1	1.4 Body hrs.		
Replace L REAR OTR DOOR BELT MOULDING	BB5Z 7825597 B	\$66.92	1	0.3 Body hrs.		
Replace R REAR OTR DOOR BELT MOULDING	BB5Z 7825596 B	\$66.92	1	0.3 Body hrs.		
ROOF						
Replace ROOF PANEL -3.2 hrs. Overlap, 1.4hrs. Clearcoat	FB5Z 7850202 B	\$860.32	1	17.2 Body hrs. -3.2 hrs. Overlap	3.5 hrs. 1.4 hrs.	
R&R ADD TO R&I/R&R SIDE CURTAIN AIR BAGS -M				3.2 Mechanical hrs.		
Replace L REAR ROOF MOULDING	EB5Z 7851728 BA	\$209.72	1	0.2 Body hrs.		
Replace R REAR ROOF MOULDING	EB5Z 7851728 BA	\$209.72	1	0.2 Body hrs.		
Replace L FRT ROOF MOULDING	DB5Z 7851729 AA	\$63.13	1	0.2 Body hrs.		
Replace R FRT ROOF MOULDING	DB5Z 7851728 AA	\$61.68	1	0.2 Body hrs.		
R&I ROOF HEADLINER				3.4 Body hrs.		
QUARTER PANEL						
R&R L ADD TO R&I/R&R SIDE CURTAIN AIR BAGS-M				1.6 Mechanical hrs.		
Refinish L QUARTER OUTER PANEL 0.8hrs. Clearcoat	FB5Z 7827841 A			5.5 Body hrs.	2.0 hrs. 0.8 hrs.	
Refinish R QUARTER OUTER PANEL 0.8hrs. Clearcoat	FB5Z 7827840 A			5.5 Body hrs.	2.0 hrs. 0.8 hrs.	
LIFTGATE						
Refinish LIFTGATE SHELL 0.9hrs. Clearcoat	FB5Z 7840010 A			5.0 Body hrs.	2.2 hrs. 0.9 hrs.	
Refinish LIFTGATE SPOILER ASSEMBLY	FB5Z 7844210 APTM				1.2 hrs.	

Jerrys Paint and Auto Sales

Jerrys Paint and Auto Sales
820 E. Highland
Shawnee, OK 74801
Business Phone: 405-275-4527
bigwheelwrecker@att.net

Estimate
Est #25, ID #3861261

0.5hrs. Clearcoat

0.5 hrs.

Totals

Type	Hours	Rate/hr	Total	Taxable
OEM Parts			\$4,141.04	
Body Labor	55.1	\$46.00	\$2,534.60	
Paint Labor	31.1	\$46.00	\$1,430.60	
Mechanical Labor	4.8	\$65.00	\$312.00	
Paint Supplies	31.1	\$36.00	\$1,119.60	
Nontaxable Amount			\$9,537.84	
Grand Total			\$9,537.84	
Net Total			\$9,537.84	



LONNIE'S PAINT & BODY SHOP

Workfile ID:

3c8ad9a6

SINCE 1960

124 N BEARD AVE, SHAWNEE, OK 74801

Phone: (405) 273-0172

FAX: (405) 273-8980

Estimate

RO Number:

Customer:
Shawnee Police, 4612

Insurance:

Adjuster:

Estimator:

Aaron West

Phone:

Create Date:

5/16/2016

Claim:

Loss Date:

Deductible:

(405) 273-1950

Year:	2016	Style:	4D UTV	VIN:	1FM5K8AR7GGA86836	Mileage In:
Make:	FORD	Color:				Mileage Out:
Model:	EXPLORER 4X4 POLICE	License:	26474	Job Number:		Vehicle Out:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		FRONT LAMPS						
2	E01	Remove/Install	RT R&I headlamp assy				0.3	Body	
3	E01	Remove/Install	LT R&I headlamp assy				0.3	Body	
4	E01		HOOD						
5	E01	Remove/Replace	Hood (ALU)	1	1,300.15	OEM	1.1	Body	3.0
6	E01		Add for Underside(Complete)						1.5
7	E01		FRONT DOOR						
8	E01	PDR	LT Door shell NOTE: PDR 40 nickel	1	225.00	Other			
9	E01	Remove/Replace	LT Belt w/strip	1	56.47	OEM	0.3	Body	
10	E01	Remove/Replace	RT Belt w/strip	1	53.35	OEM	0.3	Body	
11	E01	Remove/Install	RT R&I trim panel				0.5	Body	
12	E01	Remove/Install	LT R&I trim panel				0.5	Body	
13	E01	PDR	RT Door shell NOTE: PDR 3 nickel	1	75.00	Other			
14	E01		REAR DOOR						
15	E01	PDR	RT Door assy NOTE: PDR 6 nickel	1	125.00	Other			
16	E01	PDR	LT Door assy NOTE: PDR 40 nickel	1	225.00	Other			
17	E01	Remove/Replace	RT Belt w/strip	1	66.92	OEM	0.3	Body	
18	E01	Remove/Replace	LT Belt w/strip	1	66.92	OEM	0.3	Body	
19	E01	Remove/Install	LT R&I trim panel				0.4	Body	
20	E01	Remove/Install	RT R&I trim panel				0.4	Body	
21	E01		QUARTER PANEL						
22	E01	PDR	LT Quarter panel NOTE: PDR 60 nickel						

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Estimate

RO Number:

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.5L-T

23	E01	PDR	RT Quarter panel NOTE: PDR 1 nickel	1	75.00	Other		
24	E01	Blend	RT Quarter panel					1.3
25	E01	Blend	LT Quarter panel					1.3
26	E01	Remove/Install	RT Qtr glass FORD green tint				1.6 Body	
27	E01	Remove/Install	LT Qtr glass FORD green tint				1.6 Body	
28	E01	Remove/Install	RT Upper molding				0.3 Body	
29	E01	Remove/Install	LT Upper molding				0.3 Body	
30	E01		FENDER					
31	E01	Remove/Install	RT Fender liner				0.4 Body	
32	E01	Remove/Install	LT Fender liner				0.4 Body	
33	E01	PDR	RT Fender NOTE: PDR 2 half	1	125.00	Other		
34	E01	PDR	LT Fender NOTE: PDR 20 nickel	1	200.00	Other		
35	E01	Remove/Install	RT Wheel flare				0.3 Body	
36	E01	Remove/Install	LT Wheel flare				0.3 Body	
37	E01		LIFT GATE					
38	E01	Repair	Lift gate				15.0 Body	2.3
39	E01		Overlap Major Adj. Panel					(0.4)
40	E01	Remove/Replace	Emblem	1	35.10	OEM		
41	E01	Remove/Replace	Emblem	1	17.77	OEM	0.2 Body	
42	E01	Remove/Replace	Nameplate "POLICE INTERCEPTOR"	1	15.43	OEM	0.2 Body	
43	E01	Remove/Replace	Nameplate "FLEX FUEL 4WD"	1	19.25	OEM	0.2 Body	
44	E01	Remove/Install	Lift gate glass FORD green tint				2.2 Body	
45	E01	Remove/Install	Upper trim panel camel/gray				0.2 Body	
46	E01		WINDSHIELD					
47	E01	Remove/Replace	LT Outer w/s pillar molding	1	114.05	OEM	0.2 Body	
48	E01	Repair	RT ROOF RAIL				8.0 Body	2.0
49	E01	Repair	LT ROOF RAIL				8.0 Body	2.0
50	E01		ROOF					
51	E01	Remove/Install	R&I headliner				0.0 Body	
52	E01	Remove/Replace	Roof panel	1	860.32	OEM	19.0 Body	4.0
53	E01		Overlap Major Non-Adj. Panel					(0.2)
54	E01		Clear Coat					2.5
55	E01	Remove/Replace	RT Roof rail black	1	311.30	OEM	0.3 Body	
56	E01	Remove/Replace	LT Roof rail black	1	309.53	OEM	0.3 Body	
57	E01		HAZARDOUS WASTE REMOVAL	1	5.00	Other		
58	E01		RESTORE CORROSION PROTECTION	1	10.00	Other	0.3 Body	
59	E01	Repair	Car Cover				0.2 Body	

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts					4,291.56

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Estimate

RO Number:

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.5L-T

Labor, Body	48.00	64.2	3,081.60
Labor, Refinish	48.00	19.3	926.40
Material, Paint	36.00	19.3	694.80
Subtotal			8,994.36
Sales Tax			0.00
Grand Total			8,994.36
Net Total			8,994.36

Estimate Version	Total \$
Original	9,019.56

Insurance Total \$:	9,019.56
Received from Insurance \$:	0.00
Balance due from Insurance \$:	9,019.56

Customer Total \$:	0.00
Received from Customer \$:	0.00
Balance due from Customer \$:	0.00



LONNIE'S PAINT & BODY SHOP

Workfile ID: e74d6c00
Federal ID: 47-5236501

SINCE 1960
124 N BEARD AVE, SHAWNEE, OK 74801
Phone: (405) 273-0172
FAX: (405) 273-8980

Preliminary Estimate

Customer: SHAWNEE POLICE DEPARTMENT, 4614

Written By: Aaron West

Insured: SHAWNEE POLICE
DEPARTMENT, 4614

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

SHAWNEE POLICE DEPARTMENT, 4614
(405) 273-1950 Business

Inspection Location:

LONNIE'S PAINT & BODY SHOP
124 N BEARD AVE
SHAWNEE, OK 74801
Repair Facility
(405) 273-0172 Business

Insurance Company:

VEHICLE

Year: 2016	Body Style: 4D UTV	VIN: 1FM5K8AR0GGA86838	Mileage In:
Make: FORD	Engine: 6-3.7L-FI	License:	Mileage Out:
Model: EXPLORER 4X4 POLICE	Production Date:	State:	Vehicle Out:
Color: BLACK/WHITE Int:	Condition:	Job #:	

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
Power Adjustable Pedals

DECOR

Dual Mirrors
Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Steering Wheel Touch Controls
Rear Window Wiper
Backup Camera w/Parking Sensors

RADIO

AM Radio
FM Radio
Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Xenon Headlamps

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

TRUCK

Rear Step Bumper

Preliminary Estimate

Customer: SHAWNEE POLICE DEPARTMENT, 4614

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI BLACK/WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT LAMPS					
2	R&I	RT R&I headlamp assy				0.3	
3	R&I	LT R&I headlamp assy				0.3	
4		HOOD					
5	Repl	Hood (ALU)	FB5Z16612A	1	1,300.15	1.1	3.0
6		Add for Underside(Complete)					1.5
7	#	PDR RT FENDER		1	100.00 X		
8		FENDER					
9	*	Rpr LT Fender				4.0	1.8
10		Overlap Major Adj. Panel					-0.4
11	R&I	LT Wheel flare				0.3	
12	R&I	LT Fender liner				0.4	
13		WINDSHIELD					
14	Repl	Windshield FORD w/o rain sensor	FB5Z7803100A	1	305.40	Incl.	
15	Repl	RT Outer w/s pillar molding	BB5Z7803136AB	1	113.95	Incl.	
16	Repl	LT Outer w/s pillar molding	BB5Z7803137AB	1	114.05	Incl.	
17	#	Repl Urethane Kit		1	20.00		
18	#	Rpr RT ROOF RAIL				8.0	2.0
19	#	Rpr LT ROOF RAIL				8.0	2.0
20	#	PDR RT FRONT DOOR		1	125.00 X		
21	#	PDR LT FRONT DOOR		1	250.00 X		
22	#	PDR RT REAR DOOR		1	125.00 X		
23	#	LT REAR DOOR		1	300.00		
24		FRONT DOOR					
25	Repl	RT Belt w'strip	BB5Z7821452A	1	53.35	0.3	
26	Repl	LT Belt w'strip	BB5Z7821453A	1	56.47	0.3	
27		REAR DOOR					
28	Repl	RT Belt w'strip	BB5Z7825596B	1	66.92	0.3	
29	Repl	LT Belt w'strip	BB5Z7825597B	1	66.92	0.3	
30		ROOF					
31	Repl	Roof panel	FB5Z7850202B	1	860.32	19.0	4.0
32		Overlap Major Non-Adj. Panel					-0.2
33		QUARTER PANEL					
34	*	Rpr RT Quarter panel				3.0	2.6
35		Overlap Major Adj. Panel					-0.4
36	*	Rpr LT Quarter panel				10.0	2.6
37		Overlap Major Adj. Panel					-0.4
38	Repl	LT Upper molding	FB5Z78290A61AA	1	73.02	0.3	
39	R&I	RT Qtr glass FORD dark gray tint				1.6	
40	R&I	LT Qtr glass FORD dark gray tint				1.6	
41		REAR LAMPS					
42	R&I	RT Tail lamp assy level 1				0.3	
43	R&I	LT Tail lamp assy level 1				0.3	

Preliminary Estimate

Customer: SHAWNEE POLICE DEPARTMENT, 4614

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI BLACK/WHITE

44	LIFT GATE						
45	*	Rpr	Lift gate			8.0	2.3
46			Overlap Major Adj. Panel				-0.4
47			Clear Coat				2.5
48		Repl	Emblem	CL3Z9942528C	1	17.77	0.2
49		Repl	Nameplate "POLICE INTERCEPTOR"	XW7Z5442528AA	1	15.43	0.2
50		Repl	Nameplate "FLEX FUEL AWD"	DB5Z9942528C	1	35.63	0.2
51		R&I	Handle				0.3
52	*	R&I	Rear molding POLICE INTERCEPTOR				0.3
53		R&I	Upper trim panel camel/gray				Incl.
54		R&I	Lower trim panel w/o power lift gate camel				0.4
55	MISCELLANEOUS OPERATIONS						
56		Repl	Cover car/bag		1		0.2
57	#		HAZARDOUS WASTE REMOVAL		1	5.00 X	
SUBTOTALS						4,004.38	69.5
							22.5

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				3,399.38
Body Labor	69.5 hrs	@	\$ 48.00 /hr	3,336.00
Paint Labor	22.5 hrs	@	\$ 48.00 /hr	1,080.00
Paint Supplies	23.5 hrs	@	\$ 36.00 /hr	846.00
Miscellaneous				5.00
PDR				600.00
Subtotal				9,266.38
Sales Tax	\$ 3,399.38	@	8.5000 %	288.95
Grand Total				9,555.33
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				9,555.33

THE CONSUMER HAS THE RIGHT TO CHOOSE THE REPAIR FACILITY OF THEIR CHOICE. AN INSURANCE COMPANY MAY NOT INTERFERE WITH THE CONSUMER'S CHOICE OF REPAIRER.

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

Preliminary Estimate

Customer: SHAWNEE POLICE DEPARTMENT, 4614

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI BLACK/WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF16, CCC Data Date 5/9/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



LONNIE'S PAINT & BODY SHOP

Workfile ID:

a14d393e

SINCE 1960

124 N BEARD AVE, SHAWNEE, OK 74801

Phone: (405) 273-0172

FAX: (405) 273-8980

Estimate

RO Number:

Customer:
Shawnee Police, 4611

Insurance:

Adjuster:

Estimator:

Aaron West

Phone:

Create Date:

5/16/2016

Claim:

Loss Date:

Deductible:

(402) 273-1950

Year:	2016	Style:	4D UTV	VIN:	1FM5K8AR5GGA86835	Mileage In:
Make:	FORD	Color:	black			Mileage Out:
Model:	EXPLORER 4X4 POLICE	License:		Job Number:		Vehicle Out:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		FRONT LAMPS						
2	E01	Remove/Install	RT R&I headlamp assy				0.3	Body	
3	E01	Remove/Install	LT R&I headlamp assy				0.3	Body	
4	E01		HOOD						
5	E01	Remove/Replace	Hood (ALU)	1	1,300.15	OEM	1.1	Body	3.0
6	E01		Add for Clear Coat						1.2
7	E01		Add for Underside(Complete)						1.5
8	E01		WINDSHIELD						
9	E01	Remove/Install	Windshield FORD w/o rain sensor				0.0	Body	
10	E01		FENDER						
11	E01	PDR	RT Fender NOTE: PDR 10 quarter	1	150.00	Other			
12	E01	PDR	LT Fender NOTE: PDR 13 quarter	1	150.00	Other			
13	E01	Remove/Install	RT Wheel flare				0.3	Body	
14	E01	Remove/Install	LT Wheel flare				0.3	Body	
15	E01	Remove/Replace	Urethane Kit	1	20.00	Other			
16	E01		FRONT DOOR						
17	E01	PDR	LT Door shell NOTE: PDR 10 quarter	1	150.00	Other			
18	E01	Remove/Replace	LT Belt w'strip	1	56.47	OEM	0.3	Body	
19	E01	Remove/Replace	RT Belt w'strip	1	53.35	OEM	0.3	Body	
20	E01	Remove/Install	RT Mirror outside				0.3	Body	
21	E01	Remove/Install	LT Mirror outside				0.3	Body	
22	E01	Remove/Install	RT R&I trim panel				0.5	Body	
23	E01	Remove/Install	LT R&I trim panel				0.5	Body	
24	E01	PDR	RT Door shell	1	200.00	Other			

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Estimate

RO Number:

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.5L-T black

NOTE: PDR 20 nickel

25	E01		QUARTER PANEL						
26	E01	Blend	RT Quarter panel					1.3	
27	E01	Blend	LT Quarter panel					1.3	
28	E01	Remove/Install	RT Wheel opng mldg				0.4 Body		
29	E01	Remove/Install	LT Wheel opng mldg				0.4 Body		
30	E01	Remove/Install	RT Upper molding				0.3 Body		
31	E01	Remove/Install	LT Upper molding				0.3 Body		
32	E01	Remove/Install	RT Qtr glass FORD green tint				1.6 Body		
33	E01	Remove/Install	LT Qtr glass FORD green tint				1.6 Body		
34	E01	PDR	RT Quarter panel	1	100.00	Other			
			NOTE: PDR 3 quarter						
35	E01	PDR	LT Quarter panel	1	225.00	Other			
			NOTE: PDR 40 nickel						
36	E01		REAR DOOR						
37	E01	PDR	LT Door assy	1	200.00	Other			
			NOTE: PDR 20 nickel						
38	E01	PDR	RT Door assy	1	200.00	Other			
			NOTE: PDR 20 nickel						
39	E01	Remove/Install	RT Belt w'strip				0.3 Body		
40	E01	Remove/Install	LT Belt w'strip				0.3 Body		
41	E01	Remove/Install	RT R&I trim panel				0.4 Body		
42	E01	Remove/Install	LT R&I trim panel				0.4 Body		
43	E01		REAR LAMPS						
44	E01	Remove/Install	RT Tail lamp assy level 1				0.3 Body		
45	E01	Remove/Install	LT Tail lamp assy level 1				0.3 Body		
46	E01		LIFT GATE						
47	E01	PDR	Lift gate	1	100.00	Other			
			NOTE: PDR 1 quarter						
48	E01		ROOF						
49	E01	Remove/Install	R&I headliner				0.0 Body		
50	E01	Remove/Replace	Roof panel	1	860.32	OEM	19.0 Body	4.0	
51	E01		Overlap Major Non-Adj. Panel					(0.2)	
52	E01		Add for Clear Coat					0.8	
53	E01	Remove/Replace	RT Roof rail black	1	311.30	OEM	0.3 Body		
54	E01	Remove/Replace	LT Roof rail black	1	309.53	OEM	0.3 Body		
55	E01	Repair	RT ROOF RAIL				8.0 Body	2.0	
56	E01		Add for Clear Coat					0.4	
57	E01	Repair	LT ROOF RAIL				8.0 Body	2.0	
58	E01		HAZARDOUS WASTE REMOVAL	1	5.00	Other			
59	E01		RESTORE CORROSION PROTECTION	1	10.00	Other	0.3 Body		
60	E01	Repair	Car Cover				0.2 Body		

Estimate Total	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
----------------	-------------	-----------	---------	-------------	----------

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Estimate

RO Number:

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.5L-T black

Parts			4,401.12
Labor, Body	45.00	47.2	2,124.00
Labor, Refinish	45.00	17.3	778.50
Material, Paint	34.00	17.3	588.20
Subtotal			7,891.82
Sales Tax			0.00
Grand Total			7,891.82
Net Total			7,891.82

Estimate Version	Total \$
Original	7,891.82

Insurance Total \$:	7,891.82
Received from Insurance \$:	0.00
Balance due from Insurance \$:	7,891.82

Customer Total \$:	0.00
Received from Customer \$:	0.00
Balance due from Customer \$:	0.00



LONNIE'S PAINT & BODY SHOP

Workfile ID: f996af7e
Federal ID: 47-5236501

SINCE 1960
124 N BEARD AVE, SHAWNEE, OK 74801
Phone: (405) 273-0172
FAX: (405) 273-8980

Preliminary Estimate

Customer: SHAWNEE POLICE DEPARTMENT, 4613

Written By: Aaron West

Insured: SHAWNEE POLICE
DEPARTMENT, 4613

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

SHAWNEE POLICE DEPARTMENT, 4613
(405) 273-1950 Business

Inspection Location:

LONNIE'S PAINT & BODY SHOP
124 N BEARD AVE
SHAWNEE, OK 74801
Repair Facility
(405) 273-0172 Business

Insurance Company:

VEHICLE

Year: 2016	Body Style: 4D UTV	VIN: 1FM5K8AR9GGA86837	Mileage In:
Make: FORD	Engine: 6-3.7L-FI	License:	Mileage Out:
Model: EXPLORER 4X4 POLICE	Production Date:	State:	Vehicle Out:
Color: BLACK/WHITE Int:	Condition:	Job #:	

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
Power Adjustable Pedals

DECOR

Dual Mirrors
Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Steering Wheel Touch Controls
Rear Window Wiper
Backup Camera w/Parking Sensors

RADIO

AM Radio
FM Radio
Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Xenon Headlamps

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

TRUCK

Rear Step Bumper

Preliminary Estimate

Customer: SHAWNEE POLICE DEPARTMENT, 4613

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI BLACK/WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT LAMPS					
2	R&I	RT R&I headlamp assy				0.3	
3	R&I	LT R&I headlamp assy				0.3	
4		HOOD					
5	Repl	Hood (ALU)	FB5Z16612A	1	1,300.15	1.1	3.0
6		Add for Clear Coat					1.2
7		Add for Underside(Complete)					1.5
8	#	PDR RT FENDER		1	100.00 X		
9	#	PDR LT FENDER		1	225.00 X		
10	#	PDR LT FRONT DOOR		1	275.00 X		
11	#	PDR RT REAR DOOR		1	100.00 X		
12	#	PDR LT REAR DOOR		1	300.00 X		
13	#	Rpr RT ROOF RAIL				8.0	2.0
14	#	Rpr LT ROOF RAIL				8.0	2.0
15		ROOF					
16	Repl	Roof panel	FB5Z7850202B	1	860.32	19.0	4.0
17		Overlap Major Non-Adj. Panel					-0.2
18		Add for Clear Coat					0.8
19	#	PDR RT QUARTER		1	100.00 X		
20		QUARTER PANEL					
21	*	Rpr LT Quarter panel				10.0	2.6
22		Overlap Major Adj. Panel					-0.4
23		Add for Clear Coat					0.4
24	#	PDR LIFTGATE		1	350.00 X		
25	R&I	RT Qtr glass FORD dark gray tint				1.6	
26	R&I	LT Qtr glass FORD dark gray tint				1.6	
27		WINDSHIELD					
28	Repl	Windshield FORD w/o rain sensor	FB5Z7803100A	1	305.40	Incl.	
29	Repl	RT Outer w/s pillar molding	BB5Z7803136AB	1	113.95	Incl.	
30	Repl	LT Outer w/s pillar molding	BB5Z7803137AB	1	114.05	Incl.	
31	#	Repl Urethane Kit		1	20.00		
32		MISCELLANEOUS OPERATIONS					
33	Repl	Cover car/bag		1		0.2	
34	#	HAZARDOUS WASTE REMOVAL		1	5.00 X		
SUBTOTALS					4,168.87	50.1	16.9

Preliminary Estimate

Customer: SHAWNEE POLICE DEPARTMENT, 4613

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI BLACK/WHITE

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					2,713.87
Body Labor	50.1 hrs	@		\$ 48.00 /hr	2,404.80
Paint Labor	16.9 hrs	@		\$ 48.00 /hr	811.20
Paint Supplies	16.9 hrs	@		\$ 36.00 /hr	608.40
Miscellaneous					5.00
PDR					1,450.00
Subtotal					7,993.27
Sales Tax	\$ 3,322.27	@		8.5000 %	282.39
Grand Total					8,275.66
Deductible					0.00
CUSTOMER PAY					0.00
INSURANCE PAY					8,275.66

THE CONSUMER HAS THE RIGHT TO CHOOSE THE REPAIR FACILITY OF THEIR CHOICE. AN INSURANCE COMPANY MAY NOT INTERFERE WITH THE CONSUMER'S CHOICE OF REPAIRER.

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

Preliminary Estimate

Customer: SHAWNEE POLICE DEPARTMENT, 4613

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI BLACK/WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF16, CCC Data Date 5/9/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

**COLLISION WORKS-Shawnee**

Workfile ID:

d7027a6d

4881 North Harrison, Shawnee, OK 74804

Phone: (405) 878-0900

FAX: (405) 878-0841

Preliminary Estimate**Customer: SHAWNNE POLICE****Job Number:**

Written By: Ken Foster

Insured: SHAWNNE POLICE

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

SHAWNNE POLICE

111 S. KICKAPOO

SHAWNEE

(405) 273-1950 Business

Inspection Location:

COLLISION WORKS-Shawnee

4881 North Harrison

Shawnee, OK 74804

Repair Facility

(405) 878-0900 Business

Insurance Company:**VEHICLE**

Year: 2016

Body Style: 4D UTV

VIN: 1FM5K8AR5GGA86835

Mileage In:

Make: FORD

Engine: 6-3.7L-FI

License:

Mileage Out:

Model: EXPLORER 4X4 POLICE

Production Date:

State:

Vehicle Out:

Color: Int:

Condition:

Job #:

4611

TRANSMISSION

Automatic Transmission

4 Wheel Drive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

Power Adjustable Pedals

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Steering Wheel Touch Controls

Rear Window Wiper

Backup Camera w/Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

California Emissions

TRUCK

Rear Step Bumper

Get live updates at www.carwise.com/e/PhAs9

Preliminary Estimate**Customer: SHAWNNE POLICE****Job Number:**

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT LAMPS					
2	R&I	RT R&I headlamp assy				0.3	
3	R&I	LT R&I headlamp assy				0.3	
4		HOOD					
5	Repl	Hood (ALU)	FB5Z16612A	1	1,300.15	1.1	3.0
6		Add for Clear Coat					1.2
7		Add for Underside(Complete)					1.5
8		Add for Clear Coat					0.3
9		FENDER					
10	*	PDR RT Fender		1	<u>100.00</u> X		
		Note: PDR 5 quarter					
11	*	PDR LT Fender		1	<u>275.00</u> X		
		Note: PDR 15 nickel, 10 quarter					
12	#	PDR 2 O/S		1	80.00 X		
13		ROOF					
14	Repl	Roof panel	FB5Z7850202B	1	902.05	19.0	4.0
15		Overlap Major Non-Adj. Panel					-0.2
16		Add for Clear Coat					0.8
17	R&I	R&I headliner				Incl.	
18		PILLARS, ROCKER & FLOOR					
19	*	Rpr RT Aperture panel				<u>4.0</u>	<u>2.0</u>
20		Overlap Major Adj. Panel					-0.4
21	*	Add for Clear Coat					<u>0.7</u>
22	*	Rpr LT Aperture panel				<u>12.0</u>	<u>2.0</u>
23		Overlap Major Non-Adj. Panel					-0.2
24	*	Add for Clear Coat					<u>0.7</u>
25		FRONT DOOR					
26	#	POSSIBLE PUSH TO PAINT		1			
27	*	PDR RT Outer panel		1	<u>100.00</u> X		
		Note: PDR 5 quarter					
28	*	PDR LT Outer panel		1	<u>275.00</u> X		
		Note: PDR 10 nickel, 15 quarter					
29	Repl	LT Belt w/strip	BB5Z7821453A	1	59.20	0.3	
30	#	PDR 2 O/S		1	80.00 X		
31		REAR DOOR					
32	#	POSSIBLE PUSH TO PAINT		1			
33	*	PDR RT Outer panel		1	<u>100.00</u> X		
		Note: PDR 5 quarter					
34	*	PDR LT Outer panel		1	<u>275.00</u> X		
		Note: PDR 10 nickel, 15 quarter					
35	*	Rpr LT Door assy				<u>6.0</u>	Incl.
36	#	PDR 2 O/S		1	80.00 X		

Preliminary Estimate**Customer: SHAWNNE POLICE****Job Number:**

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI

37	Repl	LT Belt w'strip	BB5Z7825597B	1	70.17	0.3
38	Repl	LT Applique	BB5Z78255A35AA	1	64.52	0.3
39	QUARTER PANEL					
40	#	POSSIBLE PUSH TO PAINT		1		
41	*	PDR LT Quarter panel		1	275.00 X	
		Note: PDR 40 quarter				
42	#	PDR 3 O/S		1	120.00 X	
43	LIFT GATE					
44	*	PDR Lift gate		1	100.00 X	
		Note: PDR 5 quarter				
45		R&I Lower trim panel w/o power lift gate ebony				0.4
46	REAR LAMPS					
47		R&I LT Tail lamp assy level 1				0.3
48	MISCELLANEOUS OPERATIONS					
49	#	Corrosion Protection		1	12.00 T	0.3
50	#	Hazardous Waste		1	5.00 X	
51	#	Repl Cover Car for Overspray		1	5.00 T	
SUBTOTALS					4,278.09	44.6 15.4

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			2,396.09
Body Labor	44.6 hrs @	\$ 46.00 /hr	2,051.60
Paint Labor	15.4 hrs @	\$ 46.00 /hr	708.40
Paint Supplies	15.4 hrs @	\$ 36.00 /hr	554.40
Miscellaneous			22.00
PDR			1,860.00
Subtotal			7,592.49
Sales Tax	\$ 2,967.49 @	8.5000 %	252.24
Grand Total			7,844.73
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			7,844.73

Signed _____.

Date _____.

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

Preliminary Estimate**Customer: SHAWNNE POLICE****Job Number:**

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF16, CCC Data Date 5/16/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

**COLLISION WORKS-Shawnee**

Workfile ID:

5adeb91e

4881 North Harrison, Shawnee, OK 74804
 Phone: (405) 878-0900
 FAX: (405) 878-0841

Preliminary Estimate**Customer: SHAWNEE POLICE****Job Number:**

Written By: Ken Foster

Insured: SHAWNEE POLICE

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

SHAWNEE POLICE
 111 S. KICKAPOO
 SHAWNEE
 (405) 273-1950 Business

Inspection Location:

COLLISION WORKS-Shawnee
 4881 North Harrison
 Shawnee, OK 74804
 Repair Facility
 (405) 878-0900 Business

Insurance Company:

4612

VEHICLE

Year: 2016

Body Style: 4D UTV

VIN: 1FM5K8AR7GGA86836

Mileage In:

Make: FORD

Engine: 6-3.7L-FI

License:

Mileage Out:

Model: EXPLORER 4X4 POLICE

Production Date:

State:

Vehicle Out:

Color: Int:

Condition:

Job #:

TRANSMISSION

Automatic Transmission
 4 Wheel Drive

POWER

Power Steering
 Power Brakes
 Power Windows
 Power Locks
 Power Mirrors
 Power Driver Seat
 Power Adjustable Pedals

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning
 Intermittent Wipers
 Tilt Wheel
 Cruise Control
 Rear Defogger
 Steering Wheel Touch Controls
 Rear Window Wiper
 Backup Camera w/Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag
 Passenger Air Bag
 Anti-Lock Brakes (4)
 4 Wheel Disc Brakes
 Traction Control
 Stability Control
 Front Side Impact Air Bags
 Head/Curtain Air Bags

SEATS

Cloth Seats
 Bucket Seats
 Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
 California Emissions

TRUCK

Rear Step Bumper

Get live updates at www.carwise.com/e/PhD7r

Preliminary Estimate

Customer: SHAWNEE POLICE

Job Number:

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT LAMPS					
2	R&I	RT R&I headlamp assy				0.3	
3	R&I	LT R&I headlamp assy				0.3	
4		HOOD					
5	Repl	Hood (ALU)	FB5Z16612A	1	1,300.15	1.1	3.0
6		Add for Clear Coat					1.2
7		Add for Underside(Complete)					1.5
8		Add for Clear Coat					0.3
9		FENDER					
10	*	PDR RT Fender		1	100.00 X		
		Note: PDR 5 quarter					
11	#	PDR 1 O/S		1	40.00 X		
12	*	PDR LT Fender		1	275.00 X		
		Note: PDR 10 nickel, 15 quarter					
13	#	PDR 3 O/S		1	120.00 X		
14		WINDSHIELD					
15	Repl	RT Outer w/s pillar molding	BB5Z7803136AB	1	119.48	0.2	
16	Repl	LT Outer w/s pillar molding	BB5Z7803137AB	1	119.58	0.2	
17		ROOF					
18	#	Roof moldings		2	430.90		
19	Repl	Roof panel	FB5Z7850202B	1	902.05	19.0	4.0
20		Overlap Major Non-Adj. Panel					-0.2
21		Add for Clear Coat					0.8
22	R&I	R&I headliner				Incl.	
23		PILLARS, ROCKER & FLOOR					
24	*	Rpr RT Aperture panel				4.0	2.0
25		Overlap Major Adj. Panel					-0.4
26	*	Add for Clear Coat					0.7
27	*	Rpr LT Aperture panel				12.0	2.0
28		Overlap Major Adj. Panel					-0.4
29	*	Add for Clear Coat					0.7
30		FRONT DOOR					
31	*	Rpr LT Outer panel				8.0	2.4
32		Overlap Major Adj. Panel					-0.4
33	*	Add for Clear Coat					0.4
34	*	PDR RT Outer panel		1	100.00 X		
		Note: PDR 5 quarter					
35	Repl	LT Belt w/strip	BB5Z7821453A	1	59.20	0.3	
36		REAR DOOR					
37	*	PDR RT Outer panel		1	150.00 X		
		Note: PDR 10 quarter					
38	Repl	LT Belt w/strip	BB5Z7825597B	1	70.17	0.3	

Preliminary Estimate**Customer: SHAWNEE POLICE****Job Number:**

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI

38		Overlap Major Adj. Panel					-0.4
39	*	Add for Clear Coat					0.4
40	QUARTER PANEL						
41	*	PDR LT Quarter panel	1	275.00	X		
		Note: PDR 35 quarter					
42	#	PDR 3 O/S	1	120.00	X		
43	LIFT GATE						
44		Repl Lift gate	FB5Z7840010A	1	1,178.23	4.5	3.5
45		Overlap Major Adj. Panel					-0.4
46	*	Add for Clear Coat					0.6
47		R&I Lift gate glass FORD dark gray tint				Ind.	
48	#	Glass kit	1	20.00			
49	REAR LAMPS						
50		R&I LT Tail lamp assy level 1				0.3	
51	MISCELLANEOUS OPERATIONS						
52	#	Hazardous Waste	1	5.00	X		
53	#	Corrosion Protection	1	12.00	T	0.3	
54	#	Repl Cover Car for Overspray	1	5.00	T		
SUBTOTALS				5,562.39		56.2	21.4

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			4,070.39
Body Labor	56.2 hrs @	\$ 38.00 /hr	2,135.60
Paint Labor	21.4 hrs @	\$ 38.00 /hr	813.20
Paint Supplies	21.4 hrs @	\$ 34.00 /hr	727.60
Miscellaneous			22.00
PDR			1,470.00
Subtotal			9,238.79
Grand Total			9,238.79
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			9,238.79

Signed _____

Date _____

WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO FRAUD, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**COLLISION WORKS-Shawnee**

Workfile ID:

c2ba48e0

4881 North Harrison, Shawnee, OK 74804

Phone: (405) 878-0900

FAX: (405) 878-0841

Preliminary Estimate**Customer: SHAWNEE POLICE****Job Number:**

Written By: Ken Foster

Insured: SHAWNEE POLICE

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

SHAWNEE POLICE

111 S. KICKAPOO

SHAWNEE

(405) 273-1950 Business

Inspection Location:

COLLISION WORKS-Shawnee

4881 North Harrison

Shawnee, OK 74804

Repair Facility

(405) 878-0900 Business

Insurance Company:

4613

VEHICLE

Year: 2016

Body Style: 4D UTV

VIN: 1FM5K8AR9GGA86837

Mileage In:

Make: FORD

Engine: 6-3.7L-FI

License:

Mileage Out:

Model: EXPLORER 4X4 POLICE

Production Date:

State:

Vehicle Out:

Color: Int:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

4 Wheel Drive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

Power Adjustable Pedals

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Steering Wheel Touch Controls

Rear Window Wiper

Backup Camera w/Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

California Emissions

TRUCK

Rear Step Bumper

Get live updates at www.carwise.com/e/PhENy

Preliminary Estimate**Customer: SHAWNEE POLICE****Job Number:**

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT LAMPS					
2	R&I	RT R&I headlamp assy				0.3	
3	R&I	LT R&I headlamp assy				0.3	
4		HOOD					
5	Repl	Hood (ALU)	FB5Z16612A	1	1,300.15	1.1	3.0
6		Add for Clear Coat					1.2
7		Add for Underside(Complete)					1.5
8		Add for Clear Coat					0.3
9		FENDER					
10	*	PDR RT Fender		1	<u>125.00</u>	X	
		Note: PDR 15 nickel					
11	#	PDR 1 O/S		1	40.00	X	
12	*	PDR LT Fender		1	<u>275.00</u>	X	
		Note: PDR 10 nickel, 15 quarter					
13	#	PDR 1 O/S		1	120.00	X	
14		WINDSHIELD					
15	Repl	RT Outer w/s pillar molding	BB5Z7803136AB	1	119.48	0.2	
16	Repl	LT Outer w/s pillar molding	BB5Z7803137AB	1	119.58	0.2	
17		ROOF					
18	#	Roof moldings		2	430.90		
19	Repl	Roof panel	FB5Z7850202B	1	902.05	19.0	4.0
20		Overlap Major Non-Adj. Panel					-0.2
21		Add for Clear Coat					0.8
22	R&I	R&I headliner				Incl.	
23		PILLARS, ROCKER & FLOOR					
24	*	Rpr RT Aperture panel				<u>12.0</u>	<u>2.0</u>
25		Overlap Major Adj. Panel					-0.4
26	*	Add for Clear Coat					<u>0.7</u>
27	*	Rpr LT Aperture panel				<u>12.0</u>	<u>2.0</u>
28		Overlap Major Adj. Panel					-0.4
29	*	Add for Clear Coat					<u>0.7</u>
30		FRONT DOOR					
31	*	PDR RT Outer panel		1	<u>100.00</u>	X	
		Note: PDR 5 quarter					
32	*	PDR LT Outer panel		1	<u>275.00</u>	X	
		Note: PDR 15 nickel, 10 quarter					
33	#	PDR 1 O/S		1	40.00	X	
34	Refn	LT Door shell					Incl.
35		REAR DOOR					
36	*	PDR RT Outer panel		1	<u>100.00</u>	X	
		Note: PDR 5 quarter					
37	*	Rpr LT Outer panel				<u>6.0</u>	2.5

Preliminary Estimate

Customer: SHAWNEE POLICE

Job Number:

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI

39		Repl	LT Applique	BB5Z78255A35AA	1	64.52	0.3	
40	*	Rpr	LT Outer panel				<u>9.0</u>	2.5
41			Overlap Major Adj. Panel					-0.4
42	*		Add for Clear Coat					0.4
43	QUARTER PANEL							
44	#		LT Quarter panel		1			3.0
45	#		LT Quarter panel		1			3.0
46	*	PDR	RT Quarter panel		1	<u>100.00</u>	X	
			Note: PDR 5 quarter					
47	*	PDR	LT Quarter panel		1	<u>275.00</u>	X	
			Note: PDR 35 quarter					
48	#	PDR	3 O/S		1	120.00	X	
49	LIFT GATE							
50		Repl	Lift gate	FB5Z7840010A	1	1,178.23	4.5	3.5
51			Overlap Major Adj. Panel					-0.4
52	*		Add for Clear Coat					0.6
53		R&I	Lift gate glass FORD dark gray tint				Incl.	
54	#		Glass kit		1	20.00		
55	REAR LAMPS							
56		R&I	RT Tail lamp assy level 1				0.3	
57		R&I	LT Tail lamp assy level 1				0.3	
58	MISCELLANEOUS OPERATIONS							
59	#		Hazardous Waste		1	5.00	X	
60	#		Corrosion Protection		1	12.00	T	0.3
61	#	Repl	Cover Car for Overspray		1	5.00	T	
SUBTOTALS						5,566.28	60.4	29.8

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				4,264.28
Body Labor	60.4 hrs	@	\$ 38.00 /hr	2,295.20
Paint Labor	29.8 hrs	@	\$ 38.00 /hr	1,132.40
Paint Supplies	29.8 hrs	@	\$ 34.00 /hr	1,013.20
Miscellaneous				22.00
PDR				1,280.00
Subtotal				10,007.08
Grand Total				10,007.08
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				10,007.08

**COLLISION WORKS-Shawnee**

Workfile ID:

bbc03466

4881 North Harrison, Shawnee, OK 74804

Phone: (405) 878-0900

FAX: (405) 878-0841

Preliminary Estimate**Customer: SHAWNEE POLICE****Job Number:**

Written By: Ken Foster

Insured: SHAWNEE POLICE

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

SHAWNEE POLICE

111 S. KICKAPOO

SHAWNEE, OK

(405) 273-1950 Business

Inspection Location:

COLLISION WORKS-Shawnee

4881 North Harrison

Shawnee, OK 74804

Repair Facility

(405) 878-0900 Business

Insurance Company:

4614

VEHICLE

Year: 2016

Body Style: 4D UTV

VIN: 1FM5K8AR0GGA86838

Mileage In:

Make: FORD

Engine: 6-3.7L-FI

License:

Mileage Out:

Model: EXPLORER 4X4 POLICE

Production Date:

State:

Vehicle Out:

Color: Int:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

4 Wheel Drive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

Power Adjustable Pedals

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Steering Wheel Touch Controls

Rear Window Wiper

Backup Camera w/Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

California Emissions

TRUCK

Rear Step Bumper

Get live updates at www.carwise.com/e/PhFQv

Preliminary Estimate**Customer: SHAWNEE POLICE****Job Number:**

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT LAMPS					
2	R&I	RT R&I headlamp assy				0.3	
3	R&I	LT R&I headlamp assy				0.3	
4		HOOD					
5	Repl	Hood (ALU)	FB5Z16612A	1	1,300.15	1.1	3.0
6		Add for Clear Coat					1.2
7		Add for Underside(Complete)					1.5
8		Add for Clear Coat					0.3
9		FENDER					
10	*	PDR RT Fender		1	<u>100.00</u>	X	
		Note: PDR 5 quarter					
11	*	PDR LT Fender		1	<u>225.00</u>	X	
		Note: PDR 20 quarter					
12	#	PDR 2 O/S		1	80.00	X	
13		WINDSHIELD					
14	Repl	RT Outer w/s pillar molding	BB5Z7803136AB	1	119.48	0.2	
15	Repl	LT Outer w/s pillar molding	BB5Z7803137AB	1	119.58	0.2	
16		ROOF					
17	#	Roof moldings		2	430.90		
18	Repl	Roof panel	FB5Z7850202B	1	902.05	19.0	4.0
19		Overlap Major Non-Adj. Panel					-0.2
20		Add for Clear Coat					0.8
21	R&I	R&I headliner				Incl.	
22		PILLARS, ROCKER & FLOOR					
23	*	Rpr RT Aperture panel				<u>10.0</u>	<u>2.0</u>
24		Overlap Major Adj. Panel					-0.4
25	*	Add for Clear Coat					<u>0.7</u>
26	*	Rpr LT Aperture panel				<u>10.0</u>	<u>2.0</u>
27		Overlap Major Adj. Panel					-0.4
28	*	Add for Clear Coat					<u>0.7</u>
29		FRONT DOOR					
30	Repl	LT Belt w/strip	BB5Z7821453A	1	59.20	0.3	
31	Refn	LT Door shell					Incl.
32	*	PDR RT Outer panel		1	<u>150.00</u>	X	
		Note: PDR 10 quarter					
33	*	PDR LT Outer panel		1	<u>275.00</u>	X	
		Note: PDR 15 nickel, 10 quarter					
34	#	PDR 2 O/S		1	80.00	X	
35		REAR DOOR					
36	*	PDR RT Outer panel		1	<u>150.00</u>	X	
		Note: PDR 10 quarter					
37	Repl	LT Belt w/strip	BB5Z7825597B	1	70.17	0.3	

Preliminary Estimate**Customer: SHAWNNE POLICE****Job Number:**

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI

37	Repl	LT Belt w'strip	BB5Z7825597B	1	70.17	0.3	
38	Repl	LT Applique	BB5Z78255A35AA	1	64.52	0.3	
39	QUARTER PANEL						
40	#	LT Quarter panel		1			3.0
41	R&I	LT Qtr glass FORD green tint				1.6	
42	#	glass kit		1	20.00		
43	*	PDR LT Quarter panel		1	<u>275.00</u>	X	
		Note: PDR 40 quarter					
44	#	PDR 3 O/S		1	120.00	X	
45	LIFT GATE						
46	*	PDR Lift gate		1	<u>100.00</u>	X	
		Note: PDR 5 quarter					
47	R&I	Lower trim panel w/o power lift gate ebony				0.4	
48	REAR LAMPS						
49	R&I	LT Tail lamp assy level 1				0.3	
50	MISCELLANEOUS OPERATIONS						
51	#	Corrosion Protection		1	12.00	T	0.3
52	#	Hazardous Waste		1	5.00	X	
53	#	Repl Cover Car for Overspray		1	5.00	T	
SUBTOTALS					4,728.99	48.2	18.4

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			2,846.99
Body Labor	48.2 hrs @	\$ 46.00 /hr	2,217.20
Paint Labor	18.4 hrs @	\$ 46.00 /hr	846.40
Paint Supplies	18.4 hrs @	\$ 36.00 /hr	662.40
Miscellaneous			22.00
PDR			1,860.00
Subtotal			8,454.99
Grand Total			8,454.99
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			8,454.99

Signed _____

Date _____

WARNING : ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

Preliminary Estimate**Customer: SHAWNNE POLICE****Job Number:**

Vehicle: 2016 FORD EXPLORER 4X4 POLICE 4D UTV 6-3.7L-FI

ALTERNATE PARTS USAGE

Year: 2016 Body Style: 4D UTV VIN: 1FM5K8AR5GGA86835 Mileage In:
Make: FORD Engine: 6-3.7L-FI License: Mileage Out:
Model: EXPLORER 4X4 POLICE Production Date: State: Vehicle Out:
Color: Int: Condition: Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Manually List	0	0
Optional OEM	Manually List	0	0
Reconditioned	Manually List	0	0
Recycled	N/A	0	0

Regular Board of Commissioners

1. k.

Meeting Date: 06/06/2016

Repair PD Explorers Budget Amd

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – General Fund

To adjust budget for insurance check received to fix the four (4) cars that were damaged by hail

Attachments

Repair PD Explorers Budget Amd

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	4825			Refunds and Reimbursements	30,000.00	46,283.92	76,283.92
				Total		46,283.92	

Appropriations

[illegible]

Approved by the City Commission this
06/06/2016

Explanation of Budget Amendment:
To adjust budget for insurance check received to fix the 4 cars that were damaged by hail

Approved:

Mayor _____
Attest: _____

City Clerk _____

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

Regular Board of Commissioners

1. I.

Meeting Date: 06/06/2016

Budget Amd Sidewalk

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – 302 Street Fund

Amend budget for money received from the Board of Education for sidewalks – we are a pass through – Avedis Foundation

Attachments

Budget Amd Sidewalk

City of Shawnee
Budget Amendment
302 Street Fund
June 6, 2016

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
302	4149			OTHER INTERGOV'T RENVUE	-	188,201.00	188,201.00
				Total	-	188,201.00	188,201.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
302	5-0810-5420			CAPITAL OUTLAY	1,575,273.20	188,201.00	1,763,474.20
					-	-	-
					1,575,273.20	188,201.00	1,763,474.20

Approved by the City Commission this
 _____ 06/06/2016 _____

Explanation of Budget Amendment:
 Amend budget for money received from the Board of Education
 for sidewalks- we are a pass through - Avedis Foundation

Approved:

Mayor _____

Attest: _____

City Clerk _____

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



THE BOARD OF EDUCATION
SHAWNEE SCHOOL DIST. I-93
Pottawatomie County
326 N. Union
Shawnee, Oklahoma 74801
TO THE TREASURER

WARRANT/CHECK

PAYABLE THROUGH
FIRST UNITED BANK
SHAWNEE, OK 74804
MEMBER FDIC

DATE NUMBER AMOUNT

GIFT FUND Series 2015-2016 05/03/2016 71 \$188,201.00

PAY

*****\$188,201 Dollars and 00 Cents

CITY OF SHAWNEE
P.O. BOX 1448
SHAWNEE OK 74802-1448

Keith Small
April Craig Stalke
Misty D. L. Jort

⑈ 168100071 ⑈ ⑈ 103100881 ⑈ ⑈ 2761017 ⑈

Shawnee Public Schools

DATE: 05/03/2016

NO: 71

AMT: \$188,201.00

TO: CITY OF SHAWNEE

PO: 63

Printed below are the Invoice Numbers and Amounts paid on this payment

No: PO63 SIDEWALK PROJ

Amt: 188,201.00

from M... to
302-4150-
302-5-0810-5420

RECEIVED

MAY 26 2016

CITY OF SHAWNEE
ENGINEERING

302-4150-
302-5-0810-5420

Need Budget
Ament-

Details on back.



Regular Board of Commissioners

1. m.

Meeting Date: 06/06/2016

Annual Contracts

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 2016-2017:

Attachments

No file(s) attached.

Regular Board of Commissioners

1. m. 1.

Meeting Date: 06/06/2016

Historical Shawnee Alliance

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

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

Attachments

Historial Alliance

AGREEMENT BETWEEN THE CITY OF SHAWNEE and
HISTORIC SHAWNEE ALLIANCE, INC.

This Agreement is entered into this 1st day of July, 2016, by and between the City of Shawnee, Oklahoma, a municipal corporation hereinafter referred to as "CITY", and the Historic Shawnee Alliance, Inc., a 501(c)(3) non-profit organization hereinafter referred to as "HSA".

WITNESSETH

WHEREAS, the CITY is in need of certain services to promote the preservation and economic development of the core downtown business district.

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

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

1. The HSA agrees to provide the following services, to wit:
 - a. Administer the city's Facade Grant Program which includes opening the program for applications at least once annually, screening applicants, and making awards.
 - b. Promote positive growth of downtown's retail, commercial, and residential markets through education and marketing efforts.
 - c. Foster public-private partnerships to revitalize public spaces downtown.
 - d. Work with local government and businesses to improve safety and security in the downtown area.
2. HSA agrees to provide such services to commence on the 1st day of July 2016 and to continue until the 30th day of June 2017.
3. The CITY agrees to fund HSA's efforts in the amount of \$16,000 as follows:
 - a. \$12,000 for Facade Grants in the downtown C4 Business District.
 - b. \$4,000 for administration of the Facade Grant Program and other services as defined in this Agreement.
4. HSA agrees to furnish to the CITY copies of all minutes of HSA meetings.
5. HSA and CITY acknowledge and agree that mutual cooperation is necessary for the success of this Agreement. To that end, HSA agrees to meet and consult with the City Manager and Planning Department Director at least twice per year concerning the Facade Grant Program and other services as defined in this Agreement.

6. CITY acknowledges that it cannot bind future commissions to a financial decision beyond the present fiscal year.
7. This Agreement may be terminated by either party upon thirty (30) days written notice prior to the end of the contract period. Upon termination, the HSA will refund any remaining, unencumbered funds to the city.

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
A Municipal Corporation

BY: _____
JUSTIN ERICKSON, CITY MANAGER

PHYLLIS LOFTIS, CMC, CITY CLERK

HISTORIC SHAWNEE ALLIANCE, INC.

BY: _____
PRESIDENT

ATTEST:

SECRETARY

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

JOSEPH VORNDRAN,
INTERIM CITY ATTORNEY

Regular Board of Commissioners

1. m. 2.

Meeting Date: 06/06/2016

YMCA - Community Center

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

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

Attachments

No file(s) attached.

Regular Board of Commissioners

1. m. 3.

Meeting Date: 06/06/2016

Senior Citizens Center

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

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

Attachments

Senior Citizens Ctr

CONTRACT AGREEMENT

This Agreement made and entered into as the 1st day of July, 2016, by and between the Senior Citizens of Shawnee, Inc., a non-profit corporation, organized and existing under and by virtue of the laws of the State of Oklahoma, Pottawatomie County, Oklahoma, hereinafter referred to as “SCSI”, and the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as “City”.

WITNESSETH:

WHEREAS, SCSI IS incorporated for the purpose of fostering and conducting programs for the benefit of older persons in the City of Shawnee and the mobilization of those persons to benefit others in the area of information and referral advocacy, volunteerism, socialization, nutrition, financial guidance, legal services, transportation and employment, and

WHEREAS, SCSI is also incorporated for the purpose of managing and directing the program of the Senior Center of Shawnee and to enter into contracts, hire and supervise employees, coordinate the various facets of the programs and to evaluate program effectiveness, and

WHEREAS, the City is the owner of a certain building generally known as the Municipal Auditorium located at 400 North Bell Street, in the City of Shawnee, Oklahoma, as well as a certain addition thereto to house senior citizens’ activities, which addition carries the street address of 401 N. Bell Street, and

WHEREAS, the parties desire to enter into an agreement pursuant to which said facilities constructed by the City for the benefit of senior citizens may be effectively operated for the benefit of the senior citizens of Shawnee, and

WHEREAS SCSI has the personnel and support staff necessary to provide maintenance and custodial services for the Shawnee Municipal Auditorium, and

WHEREAS, the City and SCSI are both desirous of providing recreational opportunities for persons of all ages at the municipal auditorium, and

WHEREAS, SCSI appears to be the most appropriate entity to operate the senior citizens’ center and municipal auditorium.

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

1. The City hereby agrees to authorize SCSI to operate the senior citizens program in the above described facility located at 401 North Bell, Shawnee, Oklahoma until this agreement is terminated by either party by written notices.

2. The City hereby agrees to authorize SCSI to use that portion of 401 North Bell, more commonly known as the Municipal Auditorium (gym area and restroom area) for walking

and senior citizens programs as long as it does not interfere with programs approved by the City of Shawnee. Their annual functions such as town hall type meetings will be allowed. All other activities conducted within the above mentioned facility will be considered and approved under the discretion of the City of Shawnee. All special functions approved by the City of Shawnee that require additional restroom space due to the number of participants shall have access to restroom in the Senior Citizens Center.

3. SCSI agrees to develop, supervise and manage programs for senior citizens in Shawnee, Oklahoma, and for the purpose of this agreement, a senior citizens is defined as any person fifty years of age or older.

4. SCSI agrees to employ a Center Director, who will be responsible for the overall management of the programs. Said Director will have offices in the facility at 401 North Bell, Shawnee, Oklahoma. Said director shall be responsible for coordinating specific Senior Center programs with the City and its programs in the community.

5. SCSI agrees to administer contracts that furnish senior citizen services that the City enters into with other entities. SCSI agrees to keep reasonable and necessary records, make reports to the City and to schedule programs and activities in the facility at 401 North Bell, Shawnee, Oklahoma.

6. It is understood and agreed by the parties, SCSI shall have responsibilities and privileges pursuant to the terms of this agreement at the facility located at 401 North Bell, Shawnee, Oklahoma, but at no other location or address where senior citizens activities are conducted by the City.

7. SCSI agrees to be responsible for booking meetings in the facility to other senior citizen groups.

8. SCSI agrees to exercise reasonable care for all properties owned by the City, including office equipment and supplies, and to maintain an ongoing inventory of all property, equipment and supplies, which inventory shall be available to the City at all reasonable times.

9. The City agrees to provide the building facility with furniture, fixtures and equipment calculated to reasonably serve the needs of SCSI in administering its duties as provided herein.

10. The City will allow SCSI to coordinate activities and the recreation program at the Municipal Auditorium at 400 North Bell Street in Shawnee. This will include a recreation program for groups and organizations of all ages. Any group or organization using the facility must provide adequate supervision and security.

11. SCSI's activities and recreation programs for groups and organizations will occur between the hours of 6:00 a.m. to 12: a.m. Monday through Sunday for the duration of this agreement.

12. SCSi will require a deposit for clean up from each group or organization taking part in a program at the Municipal Auditorium. SCSi will also require a fee from each group or organization participating in the evening program. This fee will be refundable to any non-profit organization. This deposit and fee shall be determined by the Community Service Contract Committee and a representative of SCSi to be designated by SCSi.

13. SCSi assumes responsibilities for securing the auditorium and turning off lights at the end of the day.

14. All custodial responsibilities for the municipal auditorium will be assumed by SCSi.

15. The City agrees to pay to SCSi the sum of One Hundred Thousand Dollars (\$100,000.00) at the rate of Eight Thousand Three Hundred Thirty Three and 33/100 Dollars (\$8,333.33) per month during the term of this agreement. In addition, the City will increase the payments commensurate with any approved salary increases for City employees by the City during the term of this Agreement. Only, those portions of the contract payments identified for salary needs by SCSi will be subject to increase. All payments will be payable in advance on the third Wednesday of each month. This sum will be full payment for all operational, maintenance and custodial services to be provided by SCSi for the benefit of the Senior Citizen Center and Municipal Auditorium.

16. SCSi agrees to file a proper claim with the City for each payment.

17. SCSi agrees to pay from the monies paid to it by the City all salaries of its employees and for janitorial services.

18. Upon submitting each payment claim, SCSi agrees to supply the City with documentation and accounting for the expenditure of the funds from the previous payment, as well as specific projections as to how the funds for the next requested payment will be spent. Should the City determine there is insufficient accounting of the City's funds by SCSi, the City can withhold payment of the next installment and terminate the balance of the contract without further notice and without further liability. SCSi understands the City requires SCSi to segregate funds received from the City for auditing purposes. SCSi agrees to furnish the City with its annual audit or an agreed-upon procedures engagement conducted by a CPA. SCSi further agrees to furnish monthly reports to the City containing its revenues, expenditures, assets, liabilities, grants and activities.

19. The City agrees to provide telephone service, water service, electricity and natural gas to the facility located at 401 North Bell, Shawnee, Oklahoma.

20. The City acknowledges that SCSi receives funds from the rental of the Senior Citizen Center as well as occasional fundraising activities participated in by SCSi. The City agrees to establish a special revenue fund for deposit of money from the occasional fundraising activities and that the monies contained in the special fund are to be used only for those purposes requested by SCSi.

21. SCSi agrees to furnish the City with copies of all minutes of SCSi's meetings.

22. SCSi hereby indemnifies the City and agrees to hold the City harmless from and against any loss, damage or claim arising from the operation of SCSi and for any insurance premiums owed by SCSi and for any tax liability now or later determined to be due and owing by SCSi. Upon receipt of notice of a suit or proceeding filed against the City or SCSi, SCSi shall give the City written notice of such suit or proceeding within ten (10) days of receipt of such notice and shall cooperate with the City in its defense of any such suit or proceeding.

23. It is understood and agreed that this agreement may be terminated for no cause by either party upon thirty days written notice to the other party.

24. This Agreement terminates automatically on June 30, 2017. This agreement may be renewed or extended by agreement of both parties any time prior to that date.

25. It is further understood and agreed by the parties that the City shall have the right to appoint a member of the Board of Directors of SCSi by and through its Mayor and confirmed by the City's Board of Commissioners.

EXECUTED BY:

The City of Shawnee, Oklahoma, this _____ day of _____, 2016

Senior Citizens of Shawnee, Inc., this _____ day of _____, 2016

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

BY: _____
JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

SENIOR CITIZENS OF SHAWNEE, INC.

BY: _____
PRESIDENT

ATTEST:

SECRETARY

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

JOSEPH VORNDRAN, INTERIM CITY ATTORNEY

Regular Board of Commissioners

1. m. 4.

Meeting Date: 06/06/2016

SEFF

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

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

Attachments

SEDF

**AGREEMENT FOR OPERATION OF THE
SHAWNEE ECONOMIC DEVELOPMENT FOUNDATION**

This Agreement made and entered into this ____ day of _____, 2016, is between the City of Shawnee, a municipal corporation ("CITY"), and the Shawnee Economic Development Foundation ("SEDF").

I. DUTIES AND RESPONSIBILITIES OF SEDF

A. Services Provided by SEDF. The purpose of this engagement is for the CITY to strive toward the fulfillment of both the long range strategic plan for economic and industrial development for the CITY and the present economic development goals and priorities of the Mayor and Board of City Commissioners and as such plan, goals and priorities may be hereinafter amended from time to time. For purpose of this contract said plan, goals and priorities are here adopted and incorporated herein by reference. SEDF shall use its good faith and best effort to fulfill as much of the plan, goals and priorities as possible within the limitation of its budget. Such scope for work includes but is not limited to SEDF using its best efforts to accomplish the following general objectives:

1. Expanding the economic base of the CITY and Pottawatomie County by seeking diversification of employment opportunities to balance the area's dependency on petroleum-based industry and agriculture.
2. Encouraging and assisting resident industry to maintain and expand employment opportunities.
3. Implementing a comprehensive and aggressive marketing program to attract new industrial manufacturing jobs to CITY.
4. Providing materials including graphics and photos where appropriate to those individuals or companies evaluating the CITY for industrial and commercial investments.
5. Creating a variety of marketable industry facilities by making best use of existing industrial potential and the development of new facilities where required.
6. Providing additional employment opportunities.
7. Encouraging and assisting state installations and federal installations in CITY to maintain employment and seek way to expand those facilities and attract new facilities.

8. SEDF shall use its best efforts to prepare and develop industrial team visits, travel to various meetings, to encourage industrial prospect visits, state sponsored industrial team and international trade team visits and to train personnel, both professional and lay, to fulfill the purposes of job creation and job retention in the CITY as provided for by the budget in this Agreement.

9. SEDF shall have full responsibility for the filing of any tax documents necessary, keeping of records and detailed statements, keeping a detailed activity report, records for expenditures for training, travel and development account, and any other necessary record documentation.

10. The SEDF shall undertake retail recruitment and attraction on behalf of the City. These duties shall include but not be limited to: development of marketing materials tied to the development of retail and commercial sites, to be used in recruitment or attraction of retailers, interaction with retailers, retail brokers, retail site selectors and developers, retail consultants, and City staff, and additionally develop and maintain a database of available properties, (land and buildings), suitable for retail development. The SEDF staff shall, as deemed necessary or appropriate, and within the constraints of its budget, actively participate at the professional retail trade shows and become a member of the ICSC.

B. CITY Representation on SEDF Board of Trustees. At least three (3) CITY Representatives, (Mayor and two Commissioners), shall serve as Trustees of SEDF. No member of the Board of Commissioners shall hold any employment with SEDF or receive compensation for services rendered with SEDF.

C. Incentive Program. SEDF, in conjunction with the CITY, shall prepare an incentive program for the retention, recruitment and expansion of businesses within the CITY.

D. Employees. SEDF agrees to provide a qualified and competent staff to carry out a program of work that will meet the goals and objectives set out by the SEDF and the CITY. All employees carrying out tasks pursuant to this Agreement are employees of the SEDF and are not employees of the CITY.

E. Expenses of Operation. SEDF agrees to maintain office and work space suitable for its operation, and shall be responsible for all expenses relating thereto.

F. Records and Reporting.

1. **Reports.** SEDF will provide a written monthly report of its activities to the CITY. SEDF will also provide quarterly report in an appearance before the CITY Commission. The report will include a financial report as well as accomplishments in the previous quarter and plans for the upcoming quarter.
2. **Inspection and Audit.** SEDF agrees to keep its books and records pertaining to its operation open during regular business hours for inspection by the CITY's Director of Finance, any designee, or persons designated by CITY to perform audits. SEDF agrees to include the funds paid to it pursuant to this Agreement in its annual audit and to provide a copy of that audit to CITY no later than September of each year. Copies of books and records shall be furnished to CITY, its staff, auditors, and elected officials at no additional charge.
3. **Compliance with Open Meeting and Open Records Laws.** All meetings of the SEDF shall be subject to the provisions of the Open Meeting Law (25 O.S. §§ 301-314). The records of the SEDF relating to its operation shall be subject to the provisions of the Open Records Law (51 O.S. §§ 24A 1-29 *et seq.*). SEDF staff shall post agendas for its meetings on the CITY's website. Copies of records shall be provided to CITY and its staff and elected officials without charge. Nothing in this Agreement shall require the disclosure of confidential or propriety information submitted by any person or firm submitted in connection with the expansion, relocation, incentives or other support from SEDF.

G. Budget. SEDF will submit its request for funding each year to the CITY's Contract Review Committee, which shall review the request in accordance with its procedures and make its recommendation to the Mayor and CITY Commission. The submission is due April 1 and, as part of its submission to the Contract Review Committee, SEDF shall submit a clean, unqualified audit of its financials and be prepared to substantiate the annual services rendered and discuss general operations items of the previous year. The Contract Review Committee shall forward a recommendation to the CITY Commissioners for its consideration. CITY agrees its Contract Review Committee will meet in a timely fashion so as not to delay recommendation for budget and renewal.

III. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT

A. Effective Date. This Agreement shall take effect on July 1, 2016, and shall remain in effect until June 30, 2017. All modifications to this Agreement must be in writing and approved by SEDF and by the CITY. The Agreement will be reviewed annually in conformance with the budget request and

appropriation as set out above. Approval of a budget and appropriation of funds shall be deemed to be a one-year renewal of the Agreement.

B. Transfer of Rights and Responsibilities. No party to this agreement can transfer or assign its rights and responsibilities without approval of the other parties.

C. Payment from the CITY to SEDF. The CITY will pay to SEDF on a monthly or quarterly basis a sum certain as specified in accordance hereunder to fund the marketing program and activities as SEDF in carrying out its duties on behalf of the CITY during the operation of the program. The CITY will provide the sum of \$231,000 annually, and SEDF will actively pursue raising similar funds from the private sector.

III. NON-DISCRIMINATION

A. Non-Discrimination Agreement. SEDF agrees not to discriminate against any employee, applicant for employment, or party seeking the services of SEDF because of race, creed, color, national origin, gender, ancestry, disability, or SEDF membership. SEDF 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.

IV. 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.

V. 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 _____, 2016.

Shawnee Economic Development Foundation

BY: _____
CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY

APPROVED by the Mayor and the City Commissioners of the City of
Shawnee this ____ day of _____, 2016.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED as to form and legality ____ day of _____, 2016.

JOSEPH VORNDRAN, INTERIM CITY ATTORNEY

Regular Board of Commissioners

1. m. 5.

Meeting Date: 06/06/2016

COCAA/COTS

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

RECOMMENDATION: To renew contract for FY2016-2017 in the amount of \$60,000.00 with indemnification clause added to the contract and proof of adequate insurance. (No change from FY 2015-16 contract).

Attachments

COCAA-COTS

AGREEMENT

This Agreement is entered into this 1st day of December, 2016 by and between the City of Shawnee, Oklahoma, hereinafter the "CITY", and CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC, (operating as Central Oklahoma Transit System) hereinafter "COTS".

WHEREAS, the CITY is in need of public transportation for its citizens and workforce; and

WHEREAS, COTS possesses the skill, ability and equipment to provide such services.

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

1. COTS shall provide to the CITY transportation services for its workforce and citizens in general in the City of Shawnee, Oklahoma, to commence on the 1st day of July, 2016, and to continue uninterrupted service thereafter until the 30th day of June, 2017. Hours of this service shall be from 7:00 a.m. until 6:00 p.m. Monday through Friday (except holidays).

2. In exchange for the provision of such transportation services, the CITY shall pay to COTS Sixty Thousand Dollars (\$60,000.00) in installments as follows: \$5,000.00 the first of each month, July, 2016 – June, 2017. This money is to come from the City's General Fund. Each payment is to be made after COTS submits the reports and invoices set forth in paragraph three of this Agreement. The City Finance Director shall review quarterly the documents provided and ascertain compliance with the requirements of Paragraph 3. Failure to submit the required reports with the invoices will result in withholding of payment on the invoice pending the receiving of said reports by the City. The City reserves the right to determine if the reports received contain sufficient information for the City to be kept current on the financial status of COTS.

3. COTS shall provide to the CITY all invoices and other documents required by the CITY in connection with its payment procedures. COTS further agrees to provide to the City a monthly report of COTS's expenditures, income and riders. Such reports shall be provided by COTS to the CITY by the 10th day each month during the term of this Agreement. COTS acknowledges and understands that it must segregate and account for the funds received from the CITY. COTS agrees to furnish the City with its annual audit or an agreed upon procedures engagement conducted by a CPA. COTS further agrees to furnish monthly reports to the CITY containing its revenues, expenditures, assets, liabilities, grants and activities.

4. COTS agrees to furnish to the CITY copies of all minutes of COTS meetings.

5. COTS further agrees that in the case of a national or state emergency, or if a municipal emergency is declared by the city manager, COTS will allow the City to use vehicles and employees for necessary transportation, including but not limited to, transporting residents during an evacuation, assisting mass care facilities with transportation and transporting volunteers and responders to their designated work locations.

6. COTS hereby indemnifies the CITY and agrees to hold the CITY harmless from and against any loss, damage or claim arising from the operation of SCSJ and for any insurance premiums owed by COTS and for any tax liability now or later determined to be due and owing by COTS. Upon receipt of notice of a suit or proceeding filed against the CITY or COTS, COTS shall give the CITY written notice of such suit or proceeding within ten (10) days of receipt of such notice and shall cooperate with the CITY in its defense of any such suit or proceeding. COTS further agrees to at all times have insurance coverage reasonably covering the activities contemplated in this Agreement with a minimum coverage limit of one-million dollars.

7. This Agreement shall expire on June 30, 2017. This Agreement may be renewed or extended by agreement of both parties prior to that date, subject to review and recommendation of City's Contract Review Committee.

8. This Agreement may be terminated by either party without cause upon sixty (60) days written notice directed to the other party.

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

THE CITY OF SHAWNEE, OK
A municipal corporation

By: _____
JUSTIN ERICKSON, CITY MANAGER

ATTEST:

Phyllis Loftis, CMC, City Clerk

ACTION, INC.
(CENTRAL OKLAHOMA TRANSIT)

By: _____
EXECUTIVE DIRECTOR

ATTEST:

Administrative Services Manager – ACTION, Inc.

APPROVED AS TO FORM AND LEGALITY this ____ day of _____, 2016

Joseph Vorndran, Interim City Attorney

Regular Board of Commissioners

1. m. 6.

Meeting Date: 06/06/2016

SEFF

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

RECOMMENDATION: To renew the contract for FY2016-2017 in the amount of \$48,000.00 plus \$10,000.00 for the Main Street Christmas decorations. (FY 2015-2016 contract amount was \$15,000.00, amended March 7, 2016 to increase funding by \$15,000.00).

Attachments

SEFF

AGREEMENT

This Agreement is entered into this 1st day of July, 2016, by and between the City of Shawnee, Oklahoma, hereinafter the "CITY", and Safe Events for Families, hereinafter called "SEFF".

WITNESSETH

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

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

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

1. SEFF agrees to provide and furnish such goods and services, to wit: the development of family oriented events providing a safe and entertaining community atmosphere. Those events shall be limited to Shawnee Trail Days, Boo on Bell Street, and the Downtown Christmas Parade.

2. SEFF agrees to provide and furnish such goods and services to commence on 1st day of July, 2016, and to continue until the 30th day of June, 2017.

3. The CITY agrees to fund SEFF's events as follows:

(a) The CITY will pay to SEFF up to \$48,000.00 in invoiced expenditures within the agreed fiscal year. In addition, the City has agreed to pay SEFF up to a \$10,000.00 in invoiced expenditures for Main Street Christmas decorations during the agreed fiscal year.

(b) The CITY will require SEFF to provide those invoices to the city for direct payment. Payments will be submitted to the accounting department of the City of Shawnee.

3. SEFF agrees to furnish to the CITY copies of all minutes of SEFF meetings.

4. SEFF and CITY acknowledge and agree that mutual cooperation is necessary for the success of this contractual arrangement. To that end SEFF agrees to meet and consult with the City Manager's office concerning all events and activities that SEFF will sponsor at least 60 days prior to the date of said event or activity and complete the event permitting process.

5. CITY acknowledges that it cannot bind future commissions to a financial decision beyond the present fiscal year.

6. This agreement may be terminated by either party upon thirty (30) days written notice prior to the end of the contract period.

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

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

BY: _____
JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

SAFE EVENTS FOR FAMILIES

BY: _____
PRESIDENT

ATTEST:

SECRETARY

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

JOSEPH VORNDRAN, INTERIM CITY ATTORNEY

Regular Board of Commissioners**1. n.**

Meeting Date: 06/06/2016

Acknowledge Central Disposal Contract

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

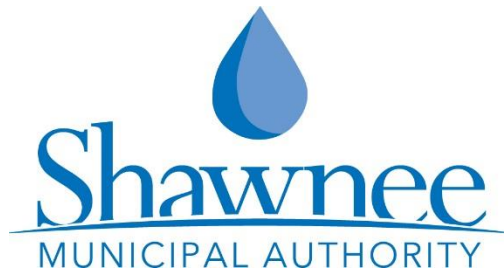
Acknowledge the Central Disposal Contract for FY2016-2017.

Attachments

Acknow Central Disposal Memo

Acknow Central Disposal Contract

Acknow Central Disposal Addendum



MEMORANDUM

To: Justin Erickson, City Manager.
From: Steve Nelms, Utility Director
CC: Mayor, and City Commission. Cindy Sementelli, Finance Director
Date: 06/06/2016
Re: Acknowledge the Solid Waste Contract

Nature of the Request: Staff is respectfully requesting that the City Commission acknowledge the solid waste contract with Central Disposal for FY16/17.

Staff Analysis, Considerations: Central Disposal has done an outstanding job providing weekly solid waste and recycling curb side pickup.

Recommendation: Staff respectfully recommends that the City Commission acknowledge the request.

Budget Consideration: Monies have been budgeted for FY16/17.

**CONTRACT
FOR
SOLID WASTE COLLECTION
AND
DISPOSAL SERVICES**

This contract, made and entered into this 1st day of July, 2010, by and between the Shawnee Municipal Authority, a public Trust for the benefit of the City of Shawnee, hereinafter referred to as "AUTHORITY" and

Central Disposal LLC, a limited liability company,
Hereinafter referred to as "CONTRACTOR."

WHEREAS, the AUTHORITY did on the 19th day of April, 2010 vote to accept the solid waste and disposal service proposal submitted by the CONTRACTOR pursuant to a request for proposals issued by the AUTHORITY, to collect, remove and dispose of all residential solid waste within the City of Shawnee, and to perform other such work as may be incidental thereto, for the period from July 1, 2010 through June 30, 2020, inclusive; all of the expense of every nature or kind incurred in collection, removing and disposing of said solid waste to be paid by the CONTRACTOR.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants herein contained, it is understood and agreed by and between CONTRACTOR and the AUTHORITY that:

- I. The term of this contract is from July 1, 2010 to June 30, 2020. Divided into ten (10) periods as follows:

Period 1-July 1, 2010 to June 30, 2011
Period 2-July 1, 2011 to June 30, 2012
Period 3-July 1, 2012 to June 30, 2013
Period 4-July 1, 2013 to June 30, 2014
Period 5-July 1, 2014 to June 30, 2015
Period 6-July 1, 2015 to June 30, 2016
Period 7-July 1, 2016 to June 30, 2017
Period 8-July 1, 2017 to June 30, 2018
Period 9-July 1, 2018 to June 30, 2019
Period 10-July 1, 2019 to June 30, 2020.

At the end of each period of the contract, the AUTHORITY has the sole discretion to continue the contract for the succeeding period of the contract or to discontinue the Contract with no penalty upon ninety (90) day written notice to the CONTRACTOR.

- II. The above referenced Proposal, the Request for Proposals, General and Special Conditions, Performance, Payment, and Guarantee Bonds are expressly made a part of

COPY

this contract by reference as though fully set out verbatim herein, and are attached hereto as Exhibit "A". Bonds will be for one year increments, renewed annually, and must be received 60 days prior to the next contract period.

III. The AUTHORITY agrees to pay and the CONTRACTOR agrees to accept, in full consideration for the performance of the CONTRACTOR'S obligations, compensation to be computed as the unit prices set forth in the Schedule of Quotes, attached hereto as Exhibit "B". CONTRACTOR agrees that the rates contained in Exhibit B will not change for the entire term of the contract, subject to the following:

Fees which may be charged by the CONTRACTOR for the second and subsequent period of the contract will cover all paid services the AUTHORITY utilizes at that time and can be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers, Expenditures Category, "Gasoline," as published by the U.S. Department of Labor, Bureau of Statistics, for the Regional area of Kansas City, Kansas/Missouri. It is expressly understood and agreed that the maximum annual increase shall not exceed 3.5 percent (3.5%). At the end of the last day of the last month of each contract period, (the "Rate Modification Date") the fees will be increased or decreased for the ensuing contract period in a percentage amount equal to ten percent (10) of the net percentage change of the Gasoline Index. All percentage changes are to be computed at the difference between the index value for the April reporting period for the prior year and the April reporting period of the contract period, divided by the index value for the previous year.

As soon as possible, prior to the Rate Modification Date, the CONTRACTOR shall present the AUTHORITY with a comparative statement, setting forth the Gasoline Index, the index value for the April reporting period of the previous year and the index value for the April reporting period of the current year the net percentage change; ten percent (10%) of the net percentage change in the Gasoline Index, and the increase or decrease in the unit prices which may be charged by the CONTRACTOR. On the Rate Modification Date and after the receipt of the comparative statement, the unit prices charged by the CONTRACTOR will be modified to reflect any such change until the next Rate Modification Date. It shall be the responsibility of the CONTRACTOR to notify the AUTHORITY annually regarding the Gasoline CPI, so the rates may be adjusted accordingly.

CONTRACTOR shall invoice AUTHORITY from solid waste totals that AUTHORITY supplies at the beginning of each month. Totals shall include numbers for regular polycarts, additional polycarts, small polycarts and any optional services chosen by AUTHORITY. CONTRACTOR shall invoice AUTHORITY within seven to ten days after receiving totals from AUTHORITY.

This contract constitutes the Basic Residential Services as set forth in the Request for Proposals and in the schedule of Quotes.

IV. The AUTHORITY will have the sole discretion as to which options contained in Exhibit "B" will be exercised and used for each period of the contract, (the only exception being the transfer station, it shall remain in effect during all periods of the Contract while it is in effect). AUTHORITY agrees to notify the CONTRACTOR in writing within forty-five (45) days of the start of a new period of the Contract which options the AUTHORITY selects for that period.

For the first period the AUTHORITY shall utilize option "k" with 2 individual locations, for subsequent periods the AUTHORITY shall have the option of choosing more or less locations.

- V. Should the AUTHORITY participate with the CONTRACTOR in any cost reduction programs, efficiency studies or studies of innovative methods or equipment or take any action that results in cost savings for the CONTRACTOR, the AUTHORITY shall receive decreases equal to a minimum of fifty percent (50%) of the savings realized by the CONTRACTOR.
- VI. Residential Unit Collection Routes shall be established by the CONTRACTOR. CONTRACTOR shall submit map designating the Residential Unit collection routes to the AUTHORITY for its approval, which approval shall not be unreasonably withheld. The CONTRACTOR may from time to time, propose to the AUTHORITY, for approval, changes in routes or days of collection affecting Residential Units, which approval shall not be unreasonably withheld. Upon the AUTHORITY's approval of the proposed changes, the AUTHORITY shall promptly give written or published notice to the affected Residential Units.
- VII. The CONTRACTOR shall provide an adequate number of vehicles for regular collection services. All vehicles, bins and other equipment shall be kept in good repair, appearance, and in sanitary condition all times. Each vehicle shall have clearly visible on each side, the identity and telephone number of the CONTRACTOR.
- VIII. All Refuse hauled by the CONTRACTOR shall be so contained, tied or enclosed to prevent leaking, spillage, or blowing.
- IX. Title to Refuse shall pass to the CONTRACTOR when placed in CONTRACTOR's collection vehicle, removed by the CONTRACTOR from a bin or container, or removed by CONTRACTOR from the customer's premises, whichever last occurs.
- X. All complaints shall be made directly to the City and CONTRACTOR shall be given prompt notice. In the case of alleged missed scheduled collections, the CONTRACTOR shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within twenty-four (24) business hours after the complaint is received.

XI. All dealings, contact, etc., between the CONTRACTOR and the City shall be directed by the CONTRACTOR to the staff person designated by the City.

XII. Holidays - - The following shall be Holidays for purposes of the Contract:
New Year's Day
Independence Day
Thanksgiving Day
Christmas Day

XIII. CONTRACTOR agrees to construct a "new" transfer station at a mutually agreed site in the City of Shawnee. CONTRACTOR is to supply the City with building plans and specifications no later than six (6) months after receiving notice of the award of the Contract. All plans and specifications are subject to inspection and approval by both the City Planning Department and Management. All international and building codes and regulations applicable to the construction of the station are to be followed. Any and all land use regulations shall apply. CONTRACTOR will have all required DEQ permits within six (6) months (or as soon as possible) of the Contract being awarded. The transfer station will be completed within 1 year after receiving permit.

Prior to completion of the transfer station the CONTRACTOR will provide a temporary station to receive solid waste and recyclables from the citizens of the City of Shawnee, which station shall be capable of receiving solid, bulk waste, and recyclables dropped off by citizens. CONTRACTOR will also construct an "ECO Center" adjacent to the transfer station for citizens to use for recycling or disposing of waste.

At the end of fifteen (15) years of the commencement of the first period of the Contract the transfer station, ECO Center and the property it is located on, will become a "gift" and at the AUTHORITY'S discretion can become the property of the City of Shawnee and the CONTRACTOR agrees to transfer ownership of those facilities to the City of Shawnee regardless of the status of solid waste collection between the AUTHORITY and the CONTRACTOR. (The only requirement is that the AUTHORITY shall vest a minimum of 5 years of service with CONTRACTOR in order to receive the "gift" at the end of the 15 year period. If the AUTHORITY does not renew at any time in the 15-year period Shawnee residents would have to pay a fee in order to utilize the transfer station.)

XIV. CONTRACTOR shall conform to all laws, ordinances, rules and regulations applicable to this contract. Any DEQ violations are to be reported to the Utility Director within thirty (30) days of the CONTRACTOR being notified thereof. The CONTRACTOR shall obtain all licenses and permits and promptly pay all taxes required by the City and by the State.

- XV. CONTRACTOR shall indemnify, save harmless, and exempt the City of Shawnee and the AUTHORITY, its officers, agents, servants, and employees from and against any and all suits or, actions of whatever kind or character made upon or brought against the City of Shawnee or the AUTHORITY, its officers, employees or agents, for or on account of any injuries or damage received or sustained by any party or parties by or from the acts of said CONTRACTOR or its servants, agents, employees and subcontractors in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in general operations, operating of equipment or any improper equipment or material used, or by or on account of any act or omission of CONTRACTOR, or servants, agents, employees or subcontractors and also from all claims of damage for infringement of any patent in fulfilling this contract. This indemnity shall include attorney's fees and costs and all other costs and expenses incurred in the defense of any suit.
- XVI. CONTRACTOR shall not assign this contract to another party, company, partnership, or corporation without specific approval in writing from the AUTHORITY.
- XVII. If CONTRACTOR changes ownership, name, etc., then the AUTHORITY shall have the option to re-bid the contract immediately if AUTHORITY so desires, and give immediate notice of its intent to cancel said Agreement.
- XVIII. CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material, equipment and facilities rented which is actually used or rented in the performance of this contract.
- CONTRACTOR shall submit evidence satisfactory to the AUTHORITY that all payrolls, equipment, materials or facility bills, and other indebtedness pertaining to the performance of this contract have been paid.
- XIX. In the event that it shall become impossible or unlawful for CONTRACTOR to continue the performance of this contract by reason of an Act of God or an Act of the Legislator hereinafter passed, or by Act of the AUTHORITY or by reason of a final order by a Court of Record in proceedings not instituted by or acquiesced in by the CONTRACTOR, directly or indirectly, and no due to any negligence upon the CONTRACTOR, the CONTRACTOR shall not be liable for damage for consequences arising solely out of such impossibility.
- XX. This contract shall not constitute a franchise or an exclusive right to collect solid waste within the corporate limits of the City of Shawnee.
- XXI. This contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.

XXII. This contract constitutes the entire agreement and understanding between the parties hereto and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, we the contacting parties, by our duly authorized agents, hereby affix our signatures and seals at Shawnee, Oklahoma this 21st day of June, 2010.

ATTEST:

Phyllis Loftis
PHYLLIS LOFTIS,
AUTHORITY SECRETARY

AUTHORITY

By:

Brian McDougal
BRIAN McDOUGAL
CITY MANAGER

ATTEST:

Teddy Soudas
Secretary, Central Diposal, LLC
(Seal)

CENTRAL DISPOSAL, LLC

By:

Teddy Soudas
PRESIDENT

STATE OF OKLAHOMA)

) ss.

COUNTY OF POTTAWATOMIE)



Before me, the undersigned Notary Public, in and for said county and state, on this 4th day of JUNE, 2010, personally appeared Teddy Soudas President of Joe Howard Central Disposal, LLC, a limited liability company, to me known to be the identical person who executed the within and foregoing Agreement for the uses and purposes therein set forth.

Donna Mayo
NOTARY PUBLIC

My Commission expires: 8-31-11

Commission No.: 07008520

**ADDENDUM TO CONTRACT FOR SOLID WASTE COLLECTION
AND DISPOSAL SERVICES**

This Addendum is made and entered into this 16 day of December, 2013 by Central Disposal, L.L.C., an Oklahoma limited liability company (the "Contractor") and the City of Shawnee (the "Authority") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into the Contract for Solid Waste Collection and Disposal Services on July 1, 2010 (the "Contract"); and

WHEREAS, the Parties amended the Contract on July 5, 2011 (the "Amended Contract"); and

WHEREAS, the Parties now desire to further amend the Amended Contract to address Contractor's provision of recycling services to the Authority.

NOW, THEREFORE, for good and valuable consideration of the mutual covenants of the Parties contained herein, the Parties do hereby further modify and amend the Amended Contract in the following particulars, to-wit:

1. Insert a new Section XXIII which will read as follows:

"XXIII. Weekly Curbside Recycling. The Authority has imposed a fee for weekly curbside recycling for all its residents. Contractor will exclusively provide all weekly curbside recycling services, beginning March 1, 2014, on the following terms:

A. *New Service*. The Contractor will provide sixteen gallon containers and weekly curbside pick-up for \$3.50 per month. Contractor will collect paper, plastic (Plastics #1 and #2), tin, and aluminum only. The Authority may remove either or both recycling centers at its option. The monthly recycling charge to customers shall be reduced by 30 cents for each recycling center that is closed. Contractor will make suitable arrangements for cardboard and glass handling at its designated Transfer Station. In the event that residents require a replacement recycle receptacle, such resident will pay a fee equal to Contractor's cost for a new recycle receptacle.

B. *Increased Fee for Additional Polycarts*. Residents utilizing an additional polycart for regular service will be charged a fee of \$8.00 per month for such service.

C. *Reduction of Fee for Small Polycart Pickup*. Residents utilizing a "small" polycart will be charged a fee of \$6.50 per month for such service. However, in the event a resident elects to utilize a "small" polycart but continues to leave solid waste on the sides or perimeter of the "small" polycart, Contractor will notify the Authority of such practice and will work with all parties to achieve an agreeable solution including, but not limited to, altering the

monthly fee to reflect the resident's actual usage. Nothing in this section should be construed to eliminate or limit the periodic collection of yard waste for residents electing "small" polycarts.

D. *New Deposit for New Service on Solid Waste Polycarts.* In the event that a resident initiates new service with a solid waste polycart, such resident will pay a deposit in the amount of \$25.00 to the Authority. If the polycart is returned to the Authority, the Authority will return the deposit to the resident after deduction of any payment(s) owed to the Authority. If the resident fails to return the polycart, the Authority and the Contractor will split the deposit equally."

Except as modified and amended herein, in every other respect, the Amended Contract is hereby ratified, confirmed, and republished.

Approved this 16th day of December, 2013.

SHAWNEE MUNICIPAL AUTHORITY

By: _____

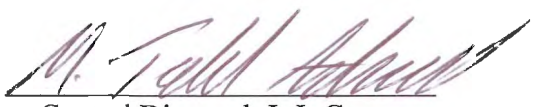

Brian McDougal
City Manager

Attest:


Phyllis Loftis, CMC, City Clerk
Authority Secretary

CONTRACTOR

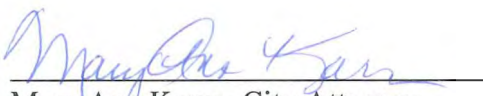
By: _____


Central Disposal, L.L.C.

Attest:


Secretary, Central Disposal, L.L.C.

Approved as to form and legality this 16 day of December, 2013 by Mary Ann Karns,
City Attorney


Mary Ann Karns, City Attorney

STATE OF OKLAHOMA)
) ss:
COUNTY OF POTTAWATOMIE)

Before me, the undersigned Notary Public, in and for said county and state, on this ____ day of Dec. 20, 2013, personally appeared M. Todd Adecek, Manager of Central Disposal, L.L.C., a limited liability company, to me known to be the identical person who executed the within and foregoing Agreement for the uses and purposes therein set forth.



(Seal)

Ava Milner

Notary Public in and for the
State of Oklahoma

My Commission No.: 6663

My Commission Expires: 4-17-2016

Regular Board of Commissioners

1. o.

Meeting Date: 06/06/2016

Approve Annual Agreements

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.

Regular Board of Commissioners

1. o. 1.

Meeting Date: 06/06/2016

Pott County Juvi Offenders

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Pottawatomie County District Court to establish, develop and implement programs for juvenile misdemeanor offenders.

Attachments

Pott County Juvi Offenders

AGREEMENT FOR THE CITY OF SHAWNEE MUNICIPAL COURT JURISDICTION CONCERNING JUVENILES

This agreement is made pursuant to the Interlocal Cooperation Act by and between the Pottawatomie District Court serving Pottawatomie County, otherwise known as Judicial District 23 (District Court) and the Municipal Court of the City of Shawnee (Municipal Court), under authority of Title 10 of the Oklahoma Statutes (Supp. 1994), 1102E, under which Municipal Courts are authorized to assume jurisdiction of certain specified juvenile misdemeanor offenders, pursuant to agreements with the District Courts.

The express purpose of this agreement is to enable the Municipal Court to establish, develop and implement various prevention or early intervention programs for local juvenile misdemeanor offenders. By implementing such a program, the resources available to the District Court can be focused more efficiently on more serious juvenile offenders, including felony offenders and juveniles with significant histories of repeat offenses.

DURATION:

This agreement shall be in effect one year from July 1, 2016 through June 30, 2017. Thereafter, this agreement may be renewed for successive one-year periods corresponding with the City's fiscal year of July 1st to June 30th. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1st of the fiscal year preceding termination.

OBLIGATIONS OF THE CITY:

1. The Municipal Court may assume jurisdiction of offenders who:
 - a) Are under eighteen (18) years of age
 - b) Are not presently under the supervision or treatment of the Pottawatomie County District Court system and do not have charges pending there; except as to acts or omissions exclusively covered by municipal ordinance;
 - c) Have been charged for violating municipal ordinances relating to vandalism, shoplifting, trespassing, assault, battery, assault and battery, truancy, curfews, possession of non-intoxicating beverages as defined in Section 163.2 of Title 37 of the Oklahoma Statutes, possession of alcoholic beverages as defined in Section 506 of Title 37 of the Oklahoma Statutes, disorderly conduct, public intoxication or any other offense listed in 10 O.S. Section 1102(E) (Supp. 1994); and
 - d) Have not been certified as an adult for any purpose pursuant to 10 O.S. Sec. 1112, to the best of the City's knowledge.
2. Upon conviction, punishment may include any one or all of the following:

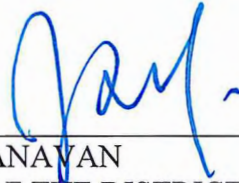
- a) A fine not to exceed the statutory maximum of the Municipal Court
 - b) Community service work in lieu of a fine, not to exceed ninety (90) hours or the product of multiplying the number of hours of community service authorized by law, whichever is greater;
 - c) Restitution
 - d) Counseling or other community-based services; and
 - e) Court costs
3. All municipal arrests and prosecution records for cases involving prosecutions under this contract shall be kept confidential and shall not be open for public inspection except by order of the District Court in conformity with the statutes or regulations adopted pursuant to 10 O.S. Sec. 620.6 1125-1125.4.
4. If a municipal citation is written to a juvenile meeting the criteria, the Municipal Court hearing date shall be indicated on the citation and notification of the citation shall be mailed to the parents, guardian or responsible adult relative of the juvenile. If the juvenile is arrested and meets the criteria set forth under the contract, under circumstances where the citation and release procedure would not be appropriate (e.g. intoxication), the City shall make reasonable efforts to locate the parent, guardian or responsible adult to take custody of the juvenile.
5. The Municipal Court shall provide to the District Court law enforcement reports and related documents for all juveniles referred to the District Court for prosecution and all juveniles who will be prosecuted for misdemeanor criminal offenses in the Municipal Court. Reports regarding juveniles who will not be prosecuted in either court shall not be forwarded to the District Court. It is expressly understood that a conviction or acquittal in Municipal Court will constitute a bar of double jeopardy against any subsequent prosecution in District Court for the same offense.
6. All fines and administrative fees generated as a result of prosecution of juveniles under this contract shall be placed in one or more special accounts, and used solely to fund local programs which address problems of juvenile crime, including without limitation, offender counseling, early intervention, community service and teen court programs.
7. The City shall provide the District Court a copy of the most recent audit report of its Municipal Court operations for each year during the life of this contract or any extension thereof. It is understood, however, that this agreement does not impose any additional record keeping requirements on municipal governments or officials.
8. Representatives of the District Court and Municipal Court shall meet periodically to share information and evaluate the success of procedures implements to prosecute and treat juvenile offenders.

STATUS VARIOUS EMPLOYEES:

No joint employment is created by this agreement for any purpose and each party will be solely responsible for the payment of their respective expenses, including but not limited to wages, salaries and consideration paid on subcontracts.

In the event the parties need to discuss specific problems, or in the event any notice required under this contract needs to be served, the City may be contacted through the Office of the City Attorney, City of Shawnee, P.O. Box 1448, Shawnee, Oklahoma, 74802-1448, (405) 878-1652.

The District Court may be contacted through the office of the presiding juvenile Judge at the Pottawatomie County District Courthouse, 321 North Broadway, Shawnee, Oklahoma, 74801, (405) 273-4308.



JOHN CANAVAN
JUDGE OF THE DISTRICT COURT

PASSED AND APPROVED by the Mayor and Commission of the City of Shawnee, Oklahoma, this _____ day of _____, 2016.

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITYCLERK

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

JOSEPH VORNDRAN, INTERIM CITY ATTORNEY

Regular Board of Commissioners

1. o. 10.

Meeting Date: 06/06/2016

GCTC

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, 2016 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, 2016 and ending on the 30th day of June, 2017, 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.

CITY OF SHAWNEE, Shawnee, Oklahoma

By: JUSTIN ERICKSON, CITY MANAGER

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

GORDON COOPER TECHNOLOGY CENTER
DISTRICT NO. 5

By: 
SUPERINTENDENT

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

JOSEPH VORNDRAN, INTERIM CITY ATTORNEY

Regular Board of Commissioners

1. o. 11.

Meeting Date: 06/06/2016

Project Heart

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Project H.E.A.R.T., Inc. for providing meals to elderly persons.

Attachments

Project Heart

Lease Agreement

This Agreement is entered into this 1st day of July, 2016, by and between the City of Shawnee, Oklahoma, a municipal corporation acting by and through its City Manager, hereinafter "**LESSOR**", and Project H.E.A.R.T., Inc. hereinafter referred to as "**LESSEE**".

WITNESSETH:

WHEREAS, Project H.E.A.R.T., Inc. is a non-profit corporation organized to receive federal grants to carry on a program of providing meals for persons who are aged 60+; and

WHEREAS, in order to carry on the program of providing meals to persons who are aged 60+ within the City of Shawnee, it is necessary for the LESSEE to have space for operation and utility services; and

WHEREAS, it is beneficial to the public health and welfare in the City of Shawnee for the LESSOR to provide such space and utility services to the LESSEE.

THEREFORE, it is hereby agreed that the LESSOR hereby leases to the LESSEE the non-exclusive right to occupy certain designated spaces at the Shawnee Community Center (804 S. Park Street), for the purpose of preparing and serving meals to persons aged 60+ for the term commencing the 1st day of July, 2016 and ending the 30th day of June, 2017. LESSEE agrees to pay LESSOR Five Hundred Dollars (\$500.00) per month rent, due by the 10th day of each month. The LESSOR agrees to furnish, at no expense to the Lessee, electric, gas and water utility services to the LESSEE at such locations. The LESSOR'S City Manager shall have the right to inspect and approve all appliances used by the LESSEE at the sites. The LESSEE agrees that it will not waste any utility services. Waste of utility services found by the City Manager or other representative of the LESSOR shall be grounds for immediate termination of the Lease Agreement. Any changes in operations equipment or appliances shall be subject to the approval of the City Manager.

The LESSEE shall have complete autonomy over the implementation of its program. The LESSEE shall supervise and manage all aspects of the food service operation and shall interview and employ personnel to fill positions needed to conduct LESSEE's operation including but not limited to site manager, cook, cook aide, dish washer and custodian, as well as supervise the personnel in their duties concerning the program.

The LESSEE shall provide meals for persons aged 60+. The LESSEE agrees to provide food services to persons aged 60+ in the City of Shawnee. Such meals shall be 78 noon meals per day, five days a week, 250 days a year, excluding eleven (11) holidays and weekends at the Shawnee Municipal Auditorium. Food service may be suspended during inclement weather or unforeseen circumstances. Number of meals served per day is dependent upon continued funding being received by the Lessee.

Personal property owned by the LESSEE shall remain the property of the LESSEE. However, the LESSOR shall have the right to use the LESSEE's tables and chairs when they are not in use by the LESSEE. Said tables and chairs are not to leave the premises.

LESSEE agrees that said space will be provided for LESSEE's use for six (6) hours per day every day of operation. LESSEE's staff and participants shall have access to the bathrooms located directly south of leased premises.

LESSEE shall provide its own custodial services for the leased premises.

LESSEE shall provide pest control, termite control and minor maintenance for only the leased premises.

LESSOR shall provide major repairs (defined as repairs exceeding \$250 and exterior maintenance to the City owned facilities as required, provided that LESSEE shall pay for all repairs of any equipment and appliances it owns regardless of cost and any proportionate repair costs for jointly used or shared equipment. Any issues concerning said repairs and maintenance shall be expressly conducted between LESSEE and City of Shawnee employee(s). LESSEE shall clean and service the grease trap on a regular basis.

The LESSEE is authorized to secure the leased premises by any necessary means including locks or other forms of security. The LESSOR shall provide keys, codes or entry passwords to the LESSEE for all locks on all doors, which the LESSEE may lock and LESSEE shall provide the same to LESSOR. LESSOR retains the right to utilize a locksmith at LESSEE's expense should access be necessary and the appropriate key or combination not provided.

The LESSEE shall provide to the LESSOR the names of responsible parties for the site, and the name and telephone number of a person who may be contacted on a 24-hour basis.

The LESSOR agrees to provide to the LESSEE a schedule of activities during hours which the LESSEE is not operating its services at the site. The LESSOR shall have the exclusive right to schedule activities at the site during the hours that LESSEE is not conducting its operation with the exception of the kitchen.

This lease may be canceled by either party upon 60 days' notice in writing to the other party. Notice to the LESSEE shall be addressed to the Director, Project H.E.A.R.T., Inc., P.O. Box 3667, Shawnee, Oklahoma 74802-3667. Notice to the LESSOR shall be addressed to the City Manager, P.O. Box 1448, Shawnee, Oklahoma 74802-1448.

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

LESSOR: CITY OF SHAWNEE, OKLAHOMA
A municipal corporation,

Justin Erickson, City Manager

PHYLLIS LOFTIS, CMC, CITY CLERK

LESSEE: PROJECT H.E.A.R.T., INC.

Chris Harden, Executive Director

Subscribed and sworn to before me this _____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires _____

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

JOSEPH VORNDRAN, INTERIM, CITY ATTORNEY

Regular Board of Commissioners

1. o. 12.

Meeting Date: 06/06/2016

SPS Police Officers

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Pottawatomie Independent School District No. 93 to provide police officers for Shawnee High School and Middle School.

Attachments

SPS Police Officers

AGREEMENT

This agreement made and entered into this 1st day of July, 2016, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District No. 93 of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for the increased safety and security of the public schools of the District through the placement of police officers in said school on a full-time/half-time basis.

TERM: The term of this agreement shall be from the 1st day of July, 2016 through the 30th day of June, 2017. This agreement shall be for the period of one (1) year.

ADMINISTRATION: This agreement shall be administered by the City Manager and the Chief of Police of the City with input from the District administration. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officers and the resolution of disputes. The City Manager and the Chief of Police of the City shall receive from District periodic recommendations and suggestions as to needs of the District. These recommendations shall be submitted by the Superintendent of schools for the District.

DUTIES: The officers shall be certified police officers of the City and shall perform those tasks and duties delineated in the schedule of duties as approved by the administrators.

OFFICERS: District and the City shall have the right to mutually select any officer of their own choosing from those police officers of the City who volunteer for consideration for this duty and District and City shall have the right to substitute another officer should they choose to do so. The officers shall at all times remain as police officers of City, subject to the immediate supervision of the Chief of Police or his designee.

EXCLUSIVE USE: The said officers shall be assigned on a full-time basis to District to serve as police officers to provide increased safety and security within the buildings known as the Shawnee High School and the Shawnee Middle School. Full-time will be considered as 8 hours on site duty time. One officer shall serve the District full-time as assigned to the Shawnee High School; a second officer shall serve on a full-time basis assigned to Shawnee Middle School. Provided that in the event of an emergency as determined by the Chief of Police of city, the City shall have a right to reassign said officers as needed.

CONSIDERATION: In consideration for this agreement, District agrees to pay to City \$78,152.00 to cover the salary, uniform allowance and weapons allowance of the police officers. This consideration to remain unchanged regardless of the actual salary or allowances paid to the officers. City shall be responsible for providing the patrol car and any other necessary equipment required by the officers for the performance of their duties.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officers in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

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

WITNESS OUR HANDS the day and year first above written.

CITY OF SHAWNEE, SHAWNEE, OKLAHOMA

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

INDEPENDENT SCHOOL DISTRICT NO. 93
OF POTTAWATOMIE COUNTY, STATE OF
OKLAHOMA



BOARD PRESIDENT

(SEAL)

ATTEST:



CLERK OF BOARD OF EDUCATION

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

JOSEPH VORNDRAN, INTERIM CITY ATTORNEY

Regular Board of Commissioners

1. o. 13.

Meeting Date: 06/06/2016

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 1 day of July, 2016, 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 hooved animals
- c) Livestock shall mean all domestic hooved 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 and 12:00.
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 and 12:00. 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 (\$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 McLoud, McLoud 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 2017. 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.

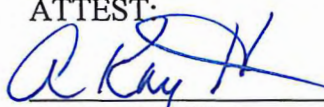
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CITY OF SHAWNEE, OKLAHOMA,
A municipal corporation

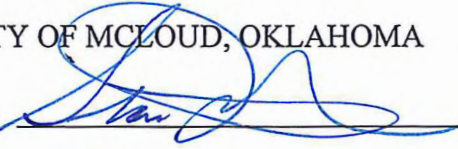
JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

ATTEST: 
CITY CLERK



CITY OF MCLLOUD, OKLAHOMA
By: 
Title: Mayor

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

JOSEPH VORNDRAN,
INTERIM CITY ATTORNEY

Regular Board of Commissioners

1. o. 2.

Meeting Date: 06/06/2016

Hope House Juvi Services

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 Juvi Svcs

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, 2016 and shall expire on June 30, 2017. 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 _____, 2016.

CITY OF SHAWNEE

BY: _____
JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

YOUTH AND FAMILY RESOURCE
CENTER, INC.

BY: *Sharon Frammell*
DIRECTOR
EXECUTIVE DIRECTOR

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

JOSEPH VORNDRAN,
INTERIM CITY ATTORNEY

Regular Board of Commissioners

1. o. 3.

Meeting Date: 06/06/2016

Housing Auth Fingerprint

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fingerprint Service for The Housing Authority of the City of Shawnee.

Attachments

Housing Authority Fingerprint

AGREEMENT FOR FINGERPRINTING SERVICES

Beginning April 1, 2013, the City of Shawnee Police Department began providing fingerprinting services for the The Housing Authority of the City of Shawnee in the following manner:

Shawnee Police Department will charge a monthly bulk rate of \$150.00 for up to 15 (fifteen) individuals from your agency for which we proved fingerprinting services. A charge of \$12.00 (Twelve dollar) per individual in addition to the \$150.00 bulk rate will be charged for any prints taken after the first 15 (fifteen).

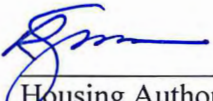
The monthly fee in the amount of \$150.00 will be due and payable on or before the 25th of each month. If the number of individuals fingerprinted exceeds the total of 15 (fifteen), \$12.00 (twelve) per individual will be added to invoice.

This annual agreement will be in force beginning July 1, 2016 thru June 30, 2017. Either party may dissolve this agreement for any reason after providing a 30 day written notice.

REQUIREMENTS

Fingerprinting services will be provided each week on Thursday from 1:30 p.m. to 4:30 p.m. The Housing Authority is required to inform applicants of these times.

I, being, authorized to act on behalf of The Housing Authority of the City of Shawnee have read the above agreement for fingerprinting services provided by the City of Shawnee Police Department. I accept this agreement and all the provisions herein.



Housing Authority
authorized signature

04/25/16

Date



Shawnee Police Dept. 5-25-16
Date

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

JUSTIN ERICKSON, CITY MANAGER

Attest:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

JOSEPH VORNDRAN, INTERIM CITY ATTORNEY

Regular Board of Commissioners

1. o. 4.

Meeting Date: 06/06/2016

YMCA Parks

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 Parks

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, 2016 and end on June 30, 2017 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 _____, 2016.

THE CITY OF SHAWNEE, OKLAHOMA

BY: _____
Justin Erickson, City Manager

ATTESTED:

Phyllis Loftis, CMC, City Clerk

Troy & Dollie Smith Family YMCA

By: _____
PRESIDENT/CHAIRMAN

ATTEST:

CLERK

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

Joseph Vorndran, Interim City Attorney

Regular Board of Commissioners

1. o. 5.

Meeting Date: 06/06/2016

Trap Club

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"), and the SHAWNEE TWIN LAKES TRAP CLUB, INC. (STLTC), ("LESSEE"), collectively the ("Parties").

WHEREAS the LESSOR 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 LESSOR 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 LESSOR and the LESSEE agree as follows:

1. The LESSOR hereby grants the right and privilege to the LESSEE 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, hereinafter jointly referred to as the "Property".

2. This Agreement shall commence on July 1, 2016 and end on June 30, 2017 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 LESSOR or the LESSEE, 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 LESSEE shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the LESSOR. Any and all structures which have been placed or constructed on the Property by the LESSEE shall become the property of the LESSOR unless otherwise mutually agreed to in writing by the LESSOR and the LESSEE. The Parties acknowledge that the LESSEE shall pay to the LESSOR 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 LESSEE.

3. Before any changes are made in the improvements and structures, and before the construction of any permanent building, the LESSEE 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 LESSEE solely for the purposes of recreation and education, and development of sports skills, primarily for the purpose of shooting clay targets, and associated supportive services. Any other use of the Property area must be approved by the LESSOR. The LESSEE shall provide the LESSOR with by-laws, league rules, league registration fees and schedules of all the LESSEE activities. It is further agreed between the Parties that the LESSEE shall make every effort to accommodate the City of Shawnee residents to facilitate shared use. If the LESSEE makes the property available for use by others, the LESSEE shall make ready the facilities, determine costs and assess such costs against such entities using the property.
5. The LESSEE 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 LESSEE may grant permission and authority to any entities to occupy and use the Property area for any supportive services necessary for the LESSEE or for the conduct of a function not

sponsored by LESSEE. LESSEE will be responsible for informing all other entities using the Property of the rules and obligations for the use of the property.

6. The LESSEE will hold the LESSOR 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 LESSEE, its invitees, employees, representatives and successors from the failure of the LESSEE to keep the Property and structures in good condition and repair or for any negligent or intentional act committed by the LESSEE, its employees, officers, successors and assigns resulting in injury of any kind.
7. The LESSEE, 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 LESSOR and the LESSEE 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 the LESSEE 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 LESSOR and the LESSEE to be covered by the policy.

8. The LESSEE will provide maintenance to grounds around the building and facilities including mowing of the area right around the building, 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 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 LESSOR, and other repairs traditionally within the responsibility of the "landlord", will be the responsibility of the LESSOR at no cost to the LESSEE including brush hogging outlying areas every couple of months. The LESSEE 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 LESSEE 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 LESSOR. The LESSEE shall be responsible for ensuring that trash is picked up from grounds after events and deposited into the dumpster provided by the LESSOR. The LESSEE shall exercise a high degree of care in ensuring grounds and building are continually in good repair during the term of this agreement. The LESSOR shall be charged for electric services and the LESSEE will exercise reasonable efforts to conserve electric. The LESSEE will provide and pay for their own phone service.

9. The LESSEE will exercise reasonable efforts to make its customers aware of parking regulations during LESSEE activities to assist the LESSOR 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 LESSEE 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 LESSEE has violated the provisions of this Agreement, and has exhausted all appeal procedures through the LESSEE 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 LESSEE, provide it with a copy of the complaint, and give the LESSEE 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 LESSEE, advise of a ruling on the matter. Failure of the LESSEE 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 LESSEE Board. Alternatively, the LESSEE may designate one (1) person to serve as liaison between the LESSEE and the City Parks

Department to address issues regarding maintenance and program administration. The LESSEE will provide the LESSOR 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 LESSOR or designee to conduct a financial review of its operations at any time per discretion of the LESSOR.

13. The LESSEE shall maintain a local contact, accessible to the LESSOR 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 LESSEE and the LESSOR. 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 _____, 2016.

THE CITY OF SHAWNEE, OKLAHOMA

BY: _____
Justin Erickson, City Manager

ATTESTED:

Phyllis Loftis, CMC, City Clerk

SHAWNEE TWIN LAKES TRAP CLUB, INC.

By: George Wise
PRESIDENT/CHAIRMAN

ATTEST:

n/a
CLERK/Secretary

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2016.

JOSEPH VORNDRAN, INTERIM CITY ATTORNEY

Regular Board of Commissioners

1. o. 6.

Meeting Date: 06/06/2016

McLoud Mower

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

McLoud 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, 2016 and end on June 30, 2017 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 the 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 McLoud Public Works Authority, by their representatives, set their hands to this Agreement on the ____ day of June, 2016.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION, LESSOR

BY: _____
JUSTIN ERICKSON, CITY MANAGER

ATTESTED:

PHYLLIS LOFTIS, CMC, CITY CLERK

By: 
MCMLOUD PUBLIC WORKS AUTHORITY, LESSEE

ATTESTED:


CITY CLERK

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

JOSEPH VORNDRAN, INTERIM CITY ATTORNEY

Regular Board of Commissioners

1. o. 7.

Meeting Date: 06/06/2016

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, 2016 and end on June 30, 2017 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.

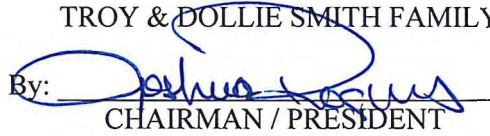
IN WITNESS HEREOF the City of Shawnee, and the YMCA, by their representatives, set their hands to this Agreement on the ____ day of _____, 2016.

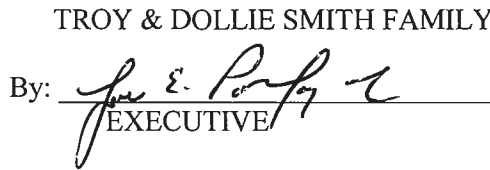
THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

BY: _____
JUSTIN ERICKSON, CITY MANAGER

ATTESTED:

PHYLLIS LOFTIS, CMC, CITY CLERK

TROY & DOLLIE SMITH FAMILY YMCA
By: _____
CHAIRMAN / PRESIDENT

TROY & DOLLIE SMITH FAMILY YMCA
By: _____
EXECUTIVE

ATTESTED:

CLERK/SECRETARY

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

JOSEPH VORNDRAN,
INTERIM CITY ATTORNEY

Regular Board of Commissioners

1. o. 8.

Meeting Date: 06/06/2016

South Central ROW

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with South Central Industries, Inc. for Right-of-Way Maintenance Services.

Attachments

South Central ROW

AGREEMENT FOR ROW MAINTENANCE SERVICES

This contract, made and entered into this _____ day of _____, 2016, between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and South Central Industries, Inc., 130 North Louisa, Shawnee, Oklahoma, hereinafter referred to as "Contractor".

WHEREAS, the Contractor has submitted a Proposal pursuant to a request by the City of Shawnee to furnish trash pickup on the City right of ways.

NOW THEREFORE, in consideration of the mutual agreements and covenants herein contained, it is understood and agreed by and between Contractor and City that:

1. The term of this contract is from July 1, 2016 to June 30, 2017. At the end of the term of the contract, the City may continue the contract for the succeeding fiscal year or discontinue the contract with no penalty upon thirty (30) days written notice to the Contractor at any time.
2. The City agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contractor's obligations, the sum of \$1,875.00 per month.
3. This contract constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.
4. Contractor shall not assign this contract to another party, company, partnership or corporation without specific approval in writing from the City.
5. This Contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.
6. The Contractor shall procure a policy of Workers' Compensation Insurance and shall procure a policy of liability insurance, the terms, limits and conditions of which shall be acceptable to the City.
7. The Contractor shall furnish transportation for its workers to and from the various Right of Way locations and transport trash to dumpsters at various locations. Cleanup location list attached to contract.
8. The City shall provide necessary supplies so the Contractor can pick up trash in accordance with the list.
9. It is agreed this agreement shall not be construed as a joint venture agreement or partnership between the City and the Contractor, and the Contractor is not an agent or entity of the City. On the contrary, the Contractor is an independent contractor and shall be responsible for its acts and omissions..

CLEANUP LOCATIONS

-
- Kickapoo 45th to north edge of Shawnee Mall
 - Kickapoo 45th to Hazel Dale Road (Pistol Range)
 - Union 45th to ¼ south
 - 45th Leo to Bryan
 - Leo 45th to Macarthur
 - Acme 45th to Macarthur
 - Harrison MacArthur to Wolverine including Westech ¼ mi.
 - Bryan 45th to Highland
 - Highland Bryan to River Bridge
 - Gordon Cooper Farrall to River Bridge
 - Farrall Leo to Pottenger
 - Leo Street Farrall North to Central Plastics
 - Lake Road Kennedy to River Bridge
 - Daily Road South off Lake Rd East of 177 hwy
 - Kickapoo Spur Kickapoo to SH-177 & Clover Leafs
(No Medians)
 - Independence Airport Drive to EXPO Center
 - MacArthur SH-177 to Airport Drive
 - Mall Drive Kickapoo to Harrison
 - Mission Parkway Kickapoo to Dead End East
 - Downtown Alleys Beard to East End

IT WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, this ____ day of _____ 2016.

CITY OF SHAWNEE, OKLAHOMA

BY: _____
JUSTIN ERICKSON, CITY MANAGER

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

SOUTH CENTRAL INDUSTRIES, INC.

BY:  _____
ADMINISTRATOR

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

JOSEPH VORNDRAN,
INTERIM CITY ATTORNEY

Regular Board of Commissioners

1. o. 9.

Meeting Date: 06/06/2016

SPS Tennis Courts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Pottawatomie Independent School District No. 93 for maintenance of tennis courts.

Attachments

SPS Tennis Courts

AGREEMENT

This Agreement made and entered into this 1st day of July, 2016, by and between the City of Shawnee, Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District 93 of Pottawatomie County, State of Oklahoma, hereinafter referred to as "School".

WITNESSETH:

WHEREAS, the City and the School have tennis courts located on City land and located on School land. The City and School are responsible for maintenance of said tennis courts, within their respective jurisdiction; and

WHEREAS, such jurisdictions and districts are in many places contiguous and in some geographical locations the jurisdiction of one extends into the area of jurisdiction and district of the other, and

WHEREAS, there are times when the school and City must call on the other to come to its assistance to help maintain a part of the tennis courts, tennis buildings and facilities, and

WHEREAS, the City and the School desire to cooperate with each other by permitting each to work on the tennis courts in the other's jurisdiction and district to save time and money, and

WHEREAS, there are times when it is in the best interest of the public for the parties to borrow and/or lend equipment and personnel to the other party for maintenance of tennis improvements on the tennis courts, and

WHEREAS, the Interlocal Cooperation Act of the State of Oklahoma, 74 O.S. Section 1001, et seq. permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner beneficial to both contracting governmental agencies.

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

1. The City and the School agree that each of the parties may do work on one another's tennis courts, including maintaining the tennis courts and tennis facilities and other public improvements to save time and money and make the most efficient use of equipment and personnel.
2. The parties further agree that they may build, maintain and improve the tennis facilities upon the land of the other. Each of the parties agrees to assume

liability for its own negligence and the parties further agree that the party lending such equipment assumes liability for defective equipment.

3. Each of the parties assumes Worker's Compensation Liability for its employees.
4. The parties agree that all lending or spending of money of the others funds will be in strict adherence of the City Charter, City Ordinance, and the state laws pertaining to school districts.
5. The duration of this Agreement shall be in effect for one year from July 1, 2016 to June 30, 2017. Thereafter, this agreement may be renewed for successive one-year periods corresponding with the City's fiscal year July 1 to June 30. This agreement shall renew itself automatically on June 30 of each year unless either the School or the City wishes to terminate said agreement. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1 of the fiscal year preceding termination.
6. The parties further agree that this Agreement may be canceled by either party, upon giving written notice to the other party thirty (30) days in advance of the date of termination.
7. This Agreement shall be administered by the City Manager of the City and the Superintendent of Independent School District No. 93. If there is any dispute over any terms of this agreement, the City Manager and School Superintendent will work together to reach a mutually acceptable resolution of the dispute. Should the City Manager and the Superintendent be unable to reach an acceptable resolution, the parties' respective governing bodies will work together to resolve the problem.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date so indicated.

THE CITY OF SHAWNEE, OKLAHOMA

JUSTIN ERICKSON, CITY MANAGER

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

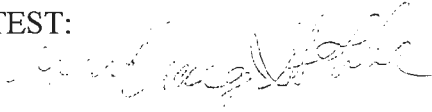
INDEPENDENT SCHOOL DISTRICT 93
POTTAWATOMIE COUNTY, OKLAHOMA



BOARD PRESIDENT

(SEAL)

ATTEST:



CLERK OF BOARD OF EDUCATION

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

JOSEPH VORNDRAN, INTERIM CITY ATTORNEY

Regular Board of Commissioners

1. p.

Meeting Date: 06/06/2016

WC 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, 2016, through June 30, 2017.

Attachments

Excess Liability Memo

Excess Liability Quote

Excess Liability Narrative

Excess Liability Risk Review



Human Resources Department

Date: June 6, 2016
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.

Midwest Employers Casualty Company: Midwest Employer's quote came in higher than Safety National and with a higher SIR--\$600,000/\$750,000 Police and Fire

New York Marine and General Insurance Company: New York Marine's quote was lower—however the presumptive deductible for Police and Fire Responders SIR was \$1,000,000

Safety National Casualty Corporation: Current Carrier, competitive pricing and terms. Safety National's rate per \$100 of payroll was the same as last year—the amount of the premium increased by \$2,391 due to payroll increasing.

Staff Analysis, Considerations:

The current quote represents an increase from the previous year's policy of \$2,391 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 2016-2017. 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.

City of Shawnee
Excess Workers Compensation Quote
Policy Period 7/1/2016-7/1/2017

CARRIERS	Safety National Casualty Corporation	Safety National Casualty Corporation
	AM Best Rating A+	AM Best Rating A+
	Expiring 7/1/2016	Renewal Quote 7/1/2016-17
Estimated Annual Payroll	\$15,975,084	\$16,325,049
Length of Policy	1 year	1 year
Manual Premium	\$796,488	\$693,991
SPECIFIC		
Specific Limit	Statutory	Statutory
Specific Retention-Firefighters/Police	\$ 750,000.00	\$ 750,000.00
Specific Retention/All Others	\$ 500,000.00	\$ 500,000.00
Employer Liability		
Employers Liability Limit	\$ 1,000,000.00	\$ 1,000,000.00
Employers Liability Retention-Firefighters/Police	\$ 750,000.00	\$ 750,000.00
Employers Liability Retention-All others	\$ 500,000.00	\$ 500,000.00
AGGREGATE		
Aggregate Limit	N/A	N/A
PREMIUM		
Rate per \$100. of Payroll	0.6834	0.6834
Estimated Policy Premium	\$ 109,174.00	\$ 111,565.00
Estimated Policy Premium Minimum	\$ 103,715.00	\$ 105,987.00
Deposit Premium	\$ 109,174.00	\$ 111,565.00
**Aircraft is excluded		
**Payroll is subject to annual audit		
Additional Quotes		
Midwest Employers(MECC) Best Rating A + SIR \$600,000 All others/ \$750,000 Police & Fire	\$114, 994	
New York Marine & General Insurance Best Rating A SIR \$500,000 All others/ \$750,000 Police & Fire Presumptive Police/Fire & First Responders SIR \$1,000,000	\$102,099	

CITY OF SHAWNEE, OKLAHOMA

SELF-INSURED WORKERS' COMPENSATION PROGRAM

Specific Workers' Compensation Narrative

Effective Date: July 1, 2016

Policy Period: 12 months

Excess Carrier: Safety National Casualty Corp.
AM Best Rating: A+ (Superior)
Standard & Poors: A+ (Strong)

Renewal for 6th Contract Period

1. **Historical Claims:** Currently 3 active claims are open during the prior policy periods which are in excess of retention levels. One of the three claims may exceed \$800,000. Claims that exceed the policy retention levels are reimbursed by the excess carrier in a timely manner
2. **Underwriting Review:** All carriers that write this exposure were ask to review ten (10) years of loss experience, current safety practices and current retention levels. All carriers indicated higher premiums and higher retentions for the City of Shawnee. The current carrier, Safety National, compromised their position through negotiations to a same renewal rate. Premium savings are available with a higher risk retention for the City of Shawnee. Example: \$1,000,000 retention in all categories maybe purchased for \$91,000,000. Safety National held current retentions levels and pricing.
3. **Summary:** Excess Workers' Compensation coverage is the umbrella of protection for the City of Shawnee's Self-Insured Program. Loss of dollars above the retention for employee on the job injuries are not capped. Statutory benefits award by the Oklahoma Workers' Compensation Commission will be covered.
4. **Broker:** Associated Underwriters is proud to represent this account since 2000 in the excess workers' compensation market. Associated Underwriters specialize in workers' compensation.



Barney Welch, President
Cell 405-203-3191
June 1, 2016

CITY OF SHAWNEE, OKLAHOMA

SELF-INSURED WORKERS' COMPENSATION PROGRAM

Specific Workers' Compensation Risk Review

Effective Date: July 1, 2016

Policy Period: 12 months

Excess Carrier: Safety National Casualty Corp.
AM Best Rating: A+ (Superior)
Standard & Poors: A+ (Strong)
Renewal for 6th Contract Period

Coverage Summary: Each specific occurrence may include one or more employees injured at the same time during the above policy period. Reimbursed payments by the excess carrier begins when the insurance claim payments exceed the policy retentions. Most excess claims are paid over the life of the injured employee.

Retentions: City of Shawnee: **\$750.000** each occurrence for policemen and firemen.
\$500.000 each occurrence for all other employees.

Annual Estimated Premiums: **\$111.565** based on estimated payrolls of \$16,325,049. Payroll audits are performed after the policy period ends.



Barney Welch, President
Cell 405-203-3191
June 1, 2016

Regular Board of Commissioners

3.

Meeting Date: 06/06/2016

Budget Public Hrg

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

CC Public Hrg CC Budget Summary

SAA Budget Summary

SMA Budget Summary



Budget

Fiscal Year 2016-2017



June 3, 2016

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 City's Charter, please find attached hereto the proposed budget for the fiscal year ending June 30, 2017. The recommended budget includes both Operating and Capital Budgets for FY 2016 - 2017. These spending plans have been prepared with the intent of reflecting the City Commission's goals and initiatives.

THE FY 2017 BUDGET IN PERSPECTIVE

The FY 2016 - 2017 Budget for all funds equals \$70,528,736, a decrease of \$1,435,007 from the City of Shawnee budget for FYE 2015 - 2016. This is a result of the completion of projects in the capital funds and the airport. Please note that these totals include fund balances.

The City Finance Director and Department Heads began the budgeting process in early February 2016 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 Capital Improvement list approved by the City Commission on January 18, 2011 as refined in subsequent discussions, including recent City Commission workshops. Actual 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, delicately balancing departmental needs with financial resources. Department heads present their proposed departmental budgets, justifying all expenditures, using zero-based budgeting.

Fiscal year 2015-2016 ended strong in terms of revenues and the future looks promising. 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.

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 citizens activities and general administration costs including accounting, payroll, human resources, and information technology services. Budgeted revenues total \$21,933,470 and budgeted expenditures total \$21,933,470.

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. We have not been able to adjust salaries for several years and have budgeted a 2% increase across the board for employees. Merit increases to each employee on a performance basis are also included in the budget. Employees will have to pay one-half of the increase in insurance premiums. Negotiations with the Collective Bargaining units are underway but at this time only the IUPA has been settled. We feel confident that the IAFF will be settle prior to the beginning of the fiscal year.

Table 1 details the projections for the coming fiscal year and a comparison to the prior year's budget. The table does not include fund balance unless needed for expenditures.

Table 1: FY 2016-2016 Projections and Prior Year comparison

FUND	2016-2017	2015-2016	INCREASE (DECREASE)	ENDING FUND BALANCE
GENERAL FUND	\$21,933,470	\$21,623,438	\$310,032	\$6,340,737
SHAWNEE MUNICIPAL FUND	\$21,892,289	\$19,728,089	\$2,164,200	\$1,036,681
CAPITAL IMPROV FUND	\$2,487,500	\$4,112,348	(\$1,624,848)	\$ 6,455
STREET IMPROV FUND	\$8,232,449	\$8,732,507	(\$ 500,058)	\$1,647,281
ALL OTHER FUNDS	\$3,878,938	\$3,170,854	\$708,084	\$1,567,627
TOTAL	\$58,424,646	\$57,367,236	\$1,057,410	\$10,598,781

As shown above, the overall 2016 - 2017 proposed budget has increased over the 2015-2016 budget, as amended, by \$1,057,410 (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.

Due to diligent fiscal oversight by the individual department heads, guided by your commitment to sound financial management, we have consistently grown fund balance.

REVENUES

By far, the City's largest source of revenue comes from City Sales Tax, which is showing moderate growth. Therefore, a 3% growth in sales tax is budgeted for the fiscal year 2016 - 2017. 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. 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 2016 - 2017 budget includes \$1,420,500 in intergovernmental revenue, which is down from the FY 2015 -2016 budget. This decrease is a result of the completion of the "COPS" grant and the "SAFER" grant. Grants are only budgeted after they are awarded so this section will vary greatly each year.

Fines and Forfeitures includes court fines, fees, and proceeds from the sale of judicially confiscated property. FY 2016 - 2017 projections are at \$904,300 up from \$728,000 in fiscal year 2015-2016. We have seen a significant increase in court fines during fiscal year 2015-2016 due to changes within our Municipal Court procedures and fine restructure.

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 conservatively. The FY 2016 - 2017 projection is \$202,000. Building and development fees have not been increased in many years. An updated fee structure will be presented to the City Commission in 2016.

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 2016 - 2017 are \$2,276,026 This includes a repayment of a loan to SMA of \$125,000, the original loan was \$1,325,000 and this has been paid back over the last few years and this represents the balance. 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 \$17,857,386 million are proposed and this comprises approximately 81.54% of the City's General Fund budget. A 2% across the board wage increase 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.

This budget includes a contribution rate of 15.33% 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 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 2014-2015 had the last of the scheduled rate increases. Revenues from water sales are projected to be the same as the current year even though the estimated year end is higher. This is because there is a possibility that the SMA will lose a large customer during fiscal year 2016 - 2017 (PCDA).

Budgeted revenues total \$14,704,000 and budgeted expenditures total \$21,892,289. The discrepancy is a result of projects being carried over from FY 2015 - 2016 and using additional fund balance for sewer and water distribution repairs and debt service of \$2,680,278. Some of the highlights for SMA Capital Expenditures include \$1.0 million for sewer distribution repair (pipe bursting) and \$1.0 million for water line replacement and repair. In this year's budget, SMA has budgeted for the professional service fees associated with engineering for the following major capital projects:

- South Plant Headworks
- South Plant Digester Rehab
- Filter Media Replacement

- Filter Piping Replacement
- Clarifier
- New Backwash Tank
- Bar Screen upgrade

These projects are the top priority for the next five years. Once the engineering is completed and we have some firm cost estimates, then we can proceed with a funding package that will be presented to the City Commission for consideration at a future date. This funding package will likely result in at least modest increases to utility rates.

Shawnee Airport Authority

The Shawnee Regional Airport serves the general aviation needs of the area. The 2016 - 2017 proposed Shawnee Airport Authority (SAA) business plan includes revenues of \$544,112 and expenditures of \$544,112. The revenues are generated by fuel sales, hanger 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 2016 - 2017 there are no grant projects scheduled to start, but there will be in future fiscal years and funds are being reserved. The commission adopted a five year capital improvement plan during fiscal year 2015-2016 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).

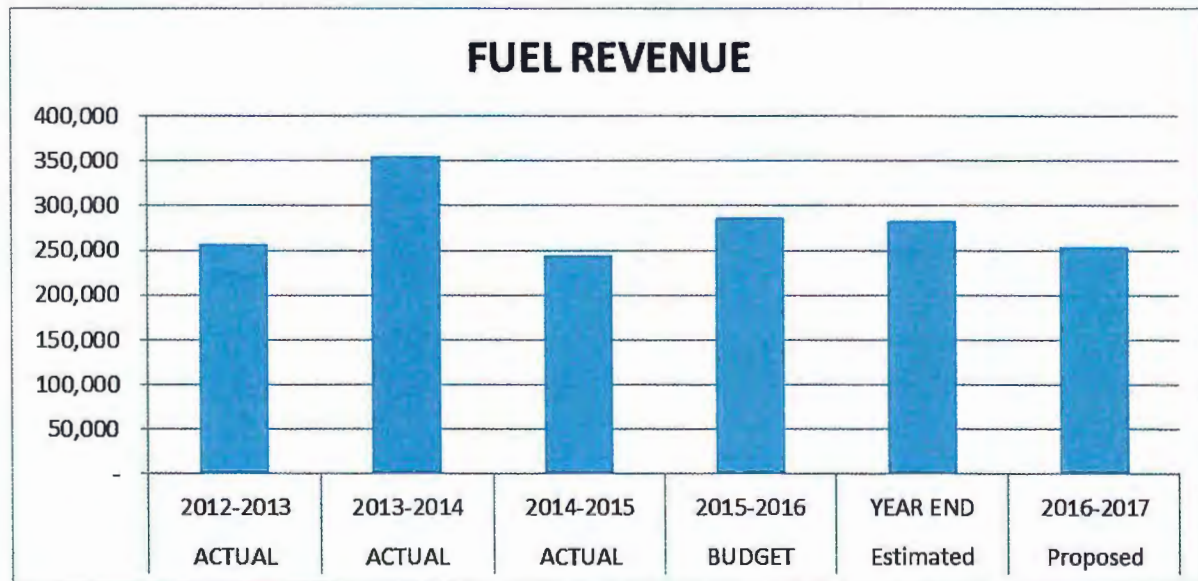


Figure 1: Fuel revenue at the Shawnee Regional Airport.

Capital Improvement Fund

The Capital Improvement Fund budget is \$2,487,500. Sales tax generates approximately \$2.4 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 2011 debt issuance which paid for the EXPO parking lot, increase electrical at the campgrounds and a new engine. The 2011 debt issuance pays off December 2016. 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 \$9,879,730 which includes fund balance. Money has been reserved for Kickapoo South which could be under construction in mid-to-late 2017. Budgeted money is also included for the completion of Main Street Streetscape, 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 2017 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 2015-2016. The municipal pool and splash pad were completed and we have made great progress in implementing the Master Trails Plan thanks to the support of the Avedis Foundation. Downtown has seen significant improvements with the streetscape undertaking that will be completed this fall along with the major improvements happening to the municipal auditorium.

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. 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.

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: major fire apparatus purchases, 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. City staff will work on a comprehensive capital improvement plan in FY 2016 - 2017 and will continue to work with the City Commission to explore funding options for various improvements.

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 disaster or financial need. 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.

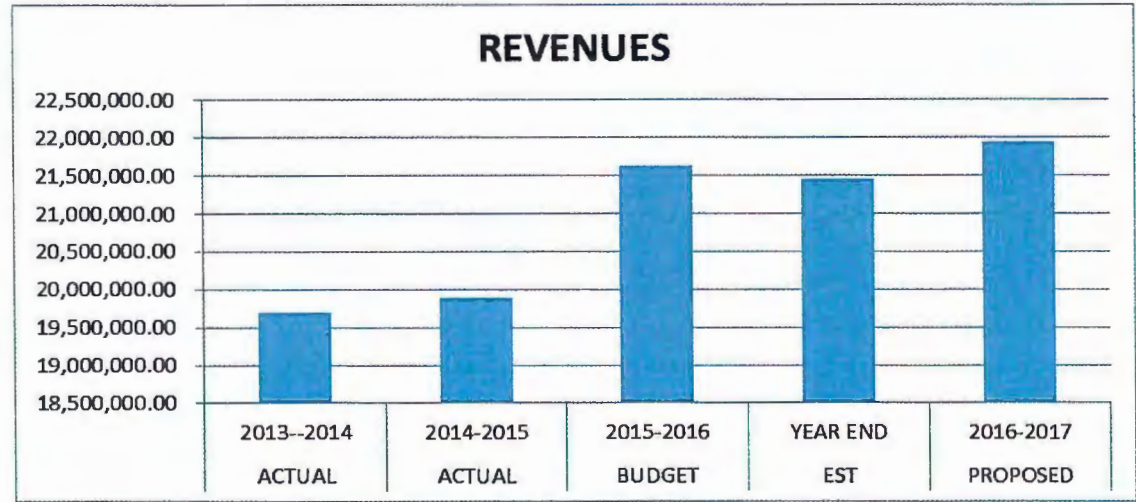


Figure 2: City revenues for the last three years and FY 2016 – 2017 projection.

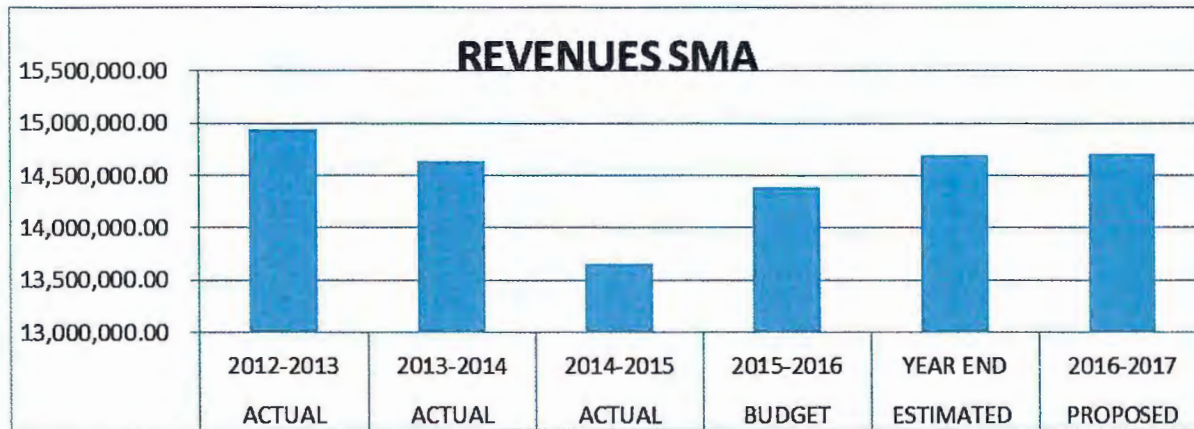


Figure 3: SMA revenues for the last three years and FY 2016 -2017 projection.

CONCLUSION

The City Manager's recommended Budget for FY 2016 - 2017 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 serve the public through exemplary governance – there are great things on the horizon!

Respectfully submitted,

Justin Erickson

Justin Erickson
City Manager

Cynthia S. Arnold

Cynthia S. Arnold
Finance Director/City Treasurer

City of Shawnee
Annual Budget
Fiscal Year 2016-2017
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

GENERAL FUND

	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 ESTIMATE	2016-2017 BUDGET
001 GENERAL FUND					
Beginning fund balance	6,333,404	6,674,799	6,278,515	6,278,515	6,340,737
Total Revenues	19,698,148	20,642,958	21,623,438	21,445,781	21,933,470
Total Expenses	19,356,753	21,039,242	21,075,106	21,383,559	21,933,470
End of Year Adjustment					
Ending Fund Balance	6,674,799	6,278,515	6,826,848	6,340,737	6,340,737
101 Street & Alley Fund					
Beginning fund balance	26,487	(3,004)	(39,203)	(39,203)	-
Total Revenues	297,041	384,712	365,000	459,203	414,600
Total Expenses	326,532	420,911	350,000	420,000	414,600
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	(3,004)	(39,203)	(24,203)	-	-
102 E-911 Fund					
Beginning fund balance	455,290	53,185	50,752	50,752	109,606
Total Revenues	218,592	716,083	225,000	230,354	225,000
Total Expenses	120,747	718,516	225,000	171,500	234,000
End of Year Adjustment					-
Ending Fund Balance	553,135	50,752	50,752	109,606	100,606
103 REVOLVING OIL & GAS FUND					
Beginning fund balance	244,279	255,479	273,979	273,979	283,229
Total Revenues	10,500	9,250	9,250	9,250	9,250
Total Expenses	-	-	9,250	-	9,250
End of Year Adjustment					-
Ending Fund Balance	254,779	264,729	273,979	283,229	283,229
104 ECONOMIC DEVELOPMENT FUND					
Beginning fund balance	154,705	196,994	185,656	185,656	204,936
Total Revenues	286,956	288,829	322,187	325,280	335,032
Total Expenses	244,667	300,167	296,000	306,000	306,000
End of Year Adjustment					-
Ending Fund Balance	196,994	185,656	211,843	204,936	233,968
105 SPAY/NEUTER FUND					
Beginning fund balance	14,396	17,286	18,761	18,761	19,761
Total Revenues	4,645	3,500	6,150	3,500	4,800
Total Expenses	1,755	2,025	4,500	2,500	2,200
End of Year Adjustment					-
Ending Fund Balance	17,286	18,761	20,411	19,761	22,361

	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 ESTIMATE	2016-2017 BUDGET
106 HOTEL/MOTEL SURCHARGE FUND					
Beginning fund balance	38,329	58,516	56,265	56,265	88,584
Total Revenues	578,275	505,637	515,512	515,512	515,000
Total Expenses	558,088	507,888	483,194	483,193	510,454
End of Year Adjustment					
Ending Fund Balance	58,516	56,265	88,583	88,584	93,130
107 POLICE SALES TAX FUND					
Beginning fund balance	45,862	47,779	48,946	48,946	49,146
Total Revenues	358,749	361,026	377,413	389,047	400,763
Total Expenses	356,832	359,859	360,098	388,847	400,513
End of Year Adjustment					
Ending Fund Balance	47,779	48,946	66,261	49,146	49,396
108 FIRE SALES TAX FUND					
Beginning fund balance	45,862	47,779	48,946	48,946	49,146
Total Revenues	358,749	361,026	377,413	389,047	400,763
Total Expenses	356,832	359,859	360,098	388,847	400,513
End of Year Adjustment					
Ending Fund Balance	47,779	48,946	66,261	49,146	49,396
112 TAX INCREMENT FINANCE FUND					
Beginning fund balance	464,905	518,957	575,580	575,580	94,428
Total Revenues	54,052	56,623	50,500	68,848	60,000
Total Expenses	-	-	550,000	550,000	-
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	518,957	575,580	76,080	94,428	154,428
113 DRUG FORFEITURE FUND					
Beginning fund balance	977	7,899	8,361	8,361	14,602
Total Revenues	10,036	9,080	-	20,967	10,000
Total Expenses	3,114	8,618	-	14,726	10,000
End of Year Adjustment	-	-			-
Ending Fund Balance	7,899	8,361	8,361	14,602	14,602
201 DEBT SERVICE FUND					
Beginning fund balance	137,151	161,267	138,097	138,097	64,927
Total Revenues	24,116	26,830	-	26,830	26,830
Total Expenses	-	50,000	-	100,000	-
End of Year Adjustment	-	-			-
Ending Fund Balance	161,267	138,097	138,097	64,927	91,757

	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 ESTIMATE	2016-2017 BUDGET	
301 CAPITAL IMPROVEMENT FUND						
Beginning fund balance	1,436,937	1,639,271	1,949,862	1,949,862	1,717,825	
Total Revenues	2,185,157	4,025,118	4,112,348	5,649,550	2,674,928	
Total Expenses	2,119,323	4,161,618	4,112,348	5,881,587	4,252,642	
End of Year Adjustment	-	-	-	-	-	
Ending Fund Balance	1,502,771	1,949,862	1,949,862	1,717,825	140,111	
302 STREET IMPROVEMET FUND						
Beginning fund balance	6,321,274	6,818,916	7,958,706	7,958,706	6,389,730	
Total Revenues	3,137,425	3,241,051	3,233,725	3,310,700	3,490,000	
Total Expenses	1,658,654	2,101,261	8,732,507	4,879,676	8,232,449	
End of Year Adjustment	-	-			-	
Ending Fund Balance	6,818,916	7,958,706	2,459,924	6,389,730	1,647,281	
350 POOL FUND						
Beginning fund balance	-	-	21,070	21,070	26,070	
Total Revenues	-	67,010	136,926	180,000	180,000	
Total Expenses	-	45,940	136,926	175,000	175,000	
End of Year Adjustment						
Ending Fund Balance	-	21,070	21,070	26,070	31,070	
601 WORK COMP SELF-INSUR FUND						
Beginning fund balance	487,110	466,516	466,516	466,516	290,893	
Total Revenues	687,753	730,122	660,500	695,000	660,500	
Total Expenses	708,347	785,826	660,500	870,623	660,500	
End of Year Adjustment	-	-	-	-	-	
Ending Fund Balance	466,516	410,812	466,516	290,893	290,893	
701 LIBRARY FUND						
Beginning fund balance	279	(14,145)	(20,218)	(20,218)	(10,650)	
Total Revenues	74,000	88,999	89,000	89,000	89,000	
Total Expenses	88,424	95,372	91,700	79,432	74,000	
End of Year Adjustment	-	-	-	-	-	
Ending Fund Balance	(14,145)	(20,518)	(22,918)	(10,650)	4,350	-
702 CEMETERY PERPETUAL FUND						
Beginning fund balance	179,129	175,716	177,962	177,962	181,312	
Total Revenues	4,575	4,404	5,000	3,350	5,000	
Total Expenses	7,988	2,158	69,778	-	69,778	
End of Year Adjustment	-	-			-	
Ending Fund Balance	175,716	177,962	113,184	181,312	116,534	
704 SENIOR CITIZENS FUND						

	2013-2014	2014-2015	2015-2016	2015-2016	2016-2017
	ACTUAL	ACTUAL	BUDGET	ESTIMATE	BUDGET
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	87,198	91,651	93,147	93,147	94,508
Total Revenues	6,998	1,496	-	1,361	-
Total Expenses	2,545	-	-	-	-
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	91,651	93,147	93,147	94,508	94,508
709 SISTER CITY FUND					
Beginning fund balance	(1,250)	(1,250)	(1,250)	(1,250)	-
Total Revenues	31,000	22,484	31,000	16,250	31,000
Total Expenses	31,000	22,484	31,000	15,000	31,000
End of Year Adjustment					
Ending Fund Balance	(1,250)	(1,250)	(1,250)	-	-

NERAL FUND

Number	Description	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4001	SALES TAX	\$ 11,469,033	\$ 11,544,211	\$ 12,383,557	\$ 12,204,509	\$ 12,570,644
4004	SALES TAX HUNT PROPERTIES			400,000.00	375,000.00	500,000.00
4002	USE TAX	1,143,165.14	1,310,543.00	1,325,000.00	1,552,693.01	1,600,000.00
4003	ALCOHOLIC BEVERAGE TAX	115,513.96	118,209.00	125,000.00	131,922.18	135,000.00
4006	CIGARETTE TAX	201,356.48	203,841.00	205,000.00	217,261.39	220,000.00
4013	ONG FRANCHISE TAX	275,859.95	308,620.00	365,000.00	306,472.00	310,000.00
4014	OG&E FRANCHISE TAX	1,107,496.92	1,152,234.00	1,300,000.00	1,112,535.17	1,250,000.00
4015	SOUTHWESTERN BELL FRANCH.	37,729.48	36,487.00	50,000.00	38,000.00	40,000.00
4016	ALLEGIANCE COMM FRANCHISE	88,786.00	77,503.00	70,000.00	69,681.54	70,000.00
4017	OCCUPATIONAL TAX	15,400.00	13,100.00	17,000.00	16,100.00	17,000.00
4018	CVEC FRANCHISE	120,224.00	123,283.00	150,000.00	128,320.00	135,000.00
4049	NUISANCE / OTHER TAXES	29,732.60	49,150.00	40,000.00	46,500.00	50,000.00
	TOTAL TAXES	14,604,297.10	14,937,181.00	16,430,556.89	16,198,993.95	16,897,643.92
4101	FEDERAL GRANT REVENUE	221,981.00	257,570.00	150,000.00	225,000.00	150,000.00
4102	STATE GRANT REVENUE	64,228.00	66,650.00	-	55,000.00	-
4104	INTERLOCAL AGREE. REV.	-	-	-	-	-
4106	INCARCERATION COSTS	71,283.91	67,564.00	80,000.00	84,103.82	87,500.00
4111	SHAWNEE HOUSING AUTH./ IA	50,000.00	53,565.00	50,000.00	50,000.00	50,000.00
4112	INDEPND. SCHOOL DIST./IA	76,245.75	76,246.00	78,000.00	76,245.75	78,000.00
4113	RE-ACT - IA	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
4120	MCLLOUD DISPATCH		49,132.00	36,000.00	36,000.00	36,000.00
4145	SHELTER GRANT		183,500.00	-	-	-
4147	LEPC GRANT REVENUE	4,000.00	1,192.00	4,000.00	4,000.00	4,000.00
4155	UNZER GRANT	24,107.00	-	-	-	-
4105	COPS GRANT	132,680.00	17,866.00	-	-	-
4140	SAFR GRANT	200,048.00	339,116.00	212,500.00	212,500.00	-
4149	OTHER INTERGOVT. REV.	1,268,109.00	1,345,049.00	1,000,000.00	1,000,000.00	1,000,000.00
	TOTAL INTERGOVERNMENTAL	2,127,682.66	2,472,450.00	1,625,500.00	1,757,849.57	1,420,500.00
4201	LICENSES-SMA LICENSES	-	-	-	-	-
4202	BUILDING PERMITS	92,313.38	111,433.00	150,000.00	120,000.00	125,000.00
4203	PLUMBING PERMITS	12,200.00	10,940.00	15,000.00	14,000.00	15,000.00
4204	ELECTRICAL PERMITS	4,697.50	3,240.00	5,000.00	4,800.00	5,000.00
4205	ZONING PERMITS & APPLICATIONS	7,285.00	8,077.00	8,000.00	8,500.00	9,000.00
4206	HEATING & A/C PERMITS	14,460.00	14,440.00	15,000.00	12,000.00	15,000.00
4212	PET LICENSES & POUND FEE	8,066.00	11,147.00	9,000.00	8,000.00	9,000.00
4216	GARAGE SALE PERMITS	10,819.00	10,130.00	14,000.00	12,000.00	14,000.00
4249	OTHER PERMITS	9,195.00	9,900.00	10,000.00	8,500.00	10,000.00
	TOTAL LICENSES AND PERMITS	159,035.88	179,307.00	226,000.00	187,800.00	202,000.00
4301	MUNICIPAL COURT FINES	439,458.00	477,464.00	550,000.00	528,000.00	650,000.00
4302	MUNICIPAL COURT COSTS	122,370.17	118,180.00	130,000.00	161,000.00	180,000.00
4304	JUVENILE ADMIN. COSTS	2,994.00	3,540.00	3,000.00	3,200.00	3,400.00
4305	JUVENILE FINES	4,521.00	5,934.00	5,000.00	5,000.00	5,000.00
	TECHNOLOGY FEE				15,000.00	15,000.00
	COMMUNICATION FEE				15,000.00	15,000.00
	INCARCERATION COSTS	-	-	-		
4350	VECH IMPOUND FEES	35,600.00	32,500.00	40,000.00	35,000.00	35,000.00
	TOTAL FINES	604,943.17	637,618.00	728,000.00	762,200.00	903,400.00
4517	INSUFFICIENT CHECK FEES	159.56	140.00	300.00	275.00	300.00
4550	FIRE PROTECTIONS SERVICES	8,764.14	8,234.00	10,000.00	10,000.00	10,000.00
4604	COEDD BLDG. RENTAL REV.	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00

NERAL FUND

Number	Description	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4696	T-MOBILE TOWER RENTAL	10,164.00	10,164.00	11,000.00	9,865.00	11,000.00
4699	OTHER RENTAL REVENUE	5,203.00	4,003.00	5,000.00	5,000.00	5,000.00
4701	INTEREST INCOME	8,671.75	8,571.00	10,000.00	8,500.00	10,000.00
4702	INTEREST INC. - SALES TAX	9,151.53	8,816.00	13,500.00	8,500.00	13,500.00
4703	INTEREST INC. - USE TAX	956.63	1,042.00	1,000.00	1,500.00	1,500.00
4803	OIL & GAS ROYALTIES	11,244.77	13,145.00	13,000.00	12,500.00	13,000.00
4804	INSURANCE RECOVERY	6,281.15	19,382.00	-	1,800.00	-
4806	CEMETERY LOT SALES	10,850.00	9,100.00	14,000.00	8,500.00	14,000.00
4807	OTHER CEMETERY REVENUE	21,172.84	21,731.00	25,000.00	20,000.00	25,000.00
4808	FIRE RUNS	5,134.19	3,875.00	25,000.00	15,000.00	25,000.00
4809	SALE OF SURPLUS PROPERTY	25,341.12	26,076.00	25,000.00	4,000.00	25,000.00
4810	PROPERTY RESALE DISTB.	30,703.80	-	30,703.80	-	-
4811	MISC. GIFTS AND DONATIONS	2,000.00	-	-	-	-
4812	CASH LONG/SHORT	64.94	39.00	-	195.00	-
4815	POLICE REPORTS	-	160.00	-	500.00	500.00
4820	PCDA REVENUE	2,535.57	-	-	-	-
4821	ESSENTIALS OF CRIMINAL INVEST	-	3,211.00	-	-	-
4822	OTHER MISC. REVENUE	17,642.76	65,770.00	25,000.00	-	25,000.00
4823	MISC REVENUE-FINGER PRINTING	3,552.00	4,680.00	-	4,500.00	4,600.00
4825	REFUNDS & REIMBURSEMENTS	29,299.35	19,651.00	30,000.00	25,000.00	30,000.00
4826	COUNTY PRISONER-REIMBURSE	-	-	-	-	-
4827	PROJECT HEART REVENUE	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
4828	PHONE REIMBURSEMENTS	1.50	-	-	-	-
4840	PLANNING COPY/MAP FEES	75.00	250.00	500.00	250.00	500.00
4841	ENGINEERING COPY/SPEC. FEES	1,939.58	918.00	2,000.00	500.00	2,000.00
4860	SAFE ROOM REBATE REVENUE	-	-	-	-	-
4870	INTERDEPARTMENTAL REVENUE	-	-	-	-	-
	TOTAL OTHER REVENUE	228,909.18	246,958.00	259,003.80	154,385.00	233,900.00
4915	REPAYMENT OF LOAN sma	250,000.00	250,000.00	250,000.00	250,000.00	125,000.00
	TRANSFER FROM FUND BALANCE	-	-	-	-	-
4925	TRANSFER FROM SMA	1,100,000.00	1,100,000.00	1,250,000.00	1,250,000.00	1,250,000.00
4930	TRANSFER FROM CDBG 02	-	-	-	-	-
4943	TRNS FROM POLICE TAX FUND	356,831.92	359,859.00	377,188.86	392,276.41	400,513.00
4944	TRANSF FROM FIRE TAX FUND	356,831.92	359,585.00	377,188.86	392,276.41	400,513.00
4950	TRANSFER FROM CAPITAL IMPRV	-	-	-	-	-
4951	TRANSFER FROM STREET IMPV	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
	TOTAL TRANSFERS	2,163,663.84	2,169,444.00	2,354,377.72	2,384,552.82	2,276,026.00
	TOTAL REVENUE	19,888,531.83	20,642,958.00	21,623,438.41	21,445,781.34	21,933,469.92

SUMMARY-EXPENSES

DEPARTMENT	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
CITY MANAGER	\$ 425,089.92	\$ 631,412.00	\$ 516,393.44	\$ 462,419.84	\$ 507,394.21
CITY ATTORNEY	\$ 417,508.96	\$ 256,354.00	\$ 272,873.33	\$ 333,831.13	\$ 180,000.00
ACCOUNTING	\$ 508,304.00	\$ 580,585.72	\$ 526,752.78	\$ 561,884.33	\$ 598,287.05
INFORMATION SERVICES	\$ 349,185.00	\$ 400,202.00	\$ 473,561.06	\$ 463,191.72	\$ 558,057.14
MUNICIPAL COURT	\$ 534,164.85	\$ 538,902.00	\$ 556,770.79	\$ 543,716.86	\$ 591,032.45
CITY CLERK	\$ 269,646.00	\$ 286,517.00	\$ 324,674.32	\$ 306,759.29	\$ 330,113.05
HUMAN RESOURCES	\$ 348,918.00	\$ 379,746.00	\$ 413,577.65	\$ 388,363.67	\$ 411,320.69
COMMUNITY DEVELOP	\$ 759,138.00	\$ 701,602.00	\$ 846,982.24	\$ 705,044.58	\$ 732,738.13
POLICE ADMINISTRATION	\$ 486,506.00	\$ 542,007.00	\$ 576,409.48	\$ 536,504.22	\$ 651,962.18
POLICE PATROL	\$ 4,785,659.00	\$ 5,106,164.00	\$ 4,946,834.86	\$ 5,117,650.40	\$ 5,123,552.14
CRIMINAL INVESTIGATION	\$ 583,049.00	\$ 698,747.00	\$ 702,256.08	\$ 723,408.93	\$ 652,932.13
ANIMAL CONTROL	\$ 226,285.00	\$ 241,131.00	\$ 295,656.32	\$ 269,925.28	\$ 284,893.06
DISPATCH	\$ 591,066.72	\$ 658,323.00	\$ 671,798.30	\$ 655,436.90	\$ 774,709.62
FIRE PREVENTIONS	\$ 581,508.00	\$ 543,987.00	\$ 627,503.91	\$ 571,477.46	\$ 646,767.14
FIRE SUPPRESSION	\$ 4,279,001.62	\$ 4,881,872.00	\$ 4,935,728.02	\$ 4,726,300.61	\$ 4,778,696.00
FIRE TRAINING	\$ 188,923.00	\$ 183,839.00	\$ 193,615.00	\$ 184,591.81	\$ 193,945.37
EMERGENCY MANAGEMENT	\$ 318,958.00	\$ 494,717.00	\$ 425,377.00	\$ 678,370.41	\$ 430,416.53
LEPC	\$ 5,550.00	\$ 5,550.00	\$ 5,550.00	\$ 5,550.00	\$ 5,550.00
ENGINEERING	\$ 414,612.00	\$ 384,817.00	\$ 478,547.00	\$ 424,716.31	\$ 501,761.70
STREETS	\$ 903,033.00	\$ 915,407.00	\$ 1,001,853.00	\$ 928,101.11	\$ 1,064,618.71
TRAFFIC CONTROL	\$ 257,151.00	\$ 268,319.00	\$ 314,092.00	\$ 269,463.86	\$ 297,635.50
PARKS	\$ 711,216.00	\$ 894,865.00	\$ 794,257.00	\$ 758,100.56	\$ 833,395.84
CEMETERY	\$ 189,250.00	\$ 194,928.00	\$ 207,579.00	\$ 203,216.50	\$ 220,933.67
MUNICIPAL AUDITORIUM	\$ 16,623.00	\$ 19,395.00	\$ 26,142.00	\$ 26,000.00	\$ 27,200.00
COMMUNITY CENTER	\$ 40,903.00	\$ 47,217.00	\$ 43,900.00	\$ 43,500.00	\$ 44,300.00
SENIOR CITIZENS	\$ 99,767.00	\$ 95,318.00	\$ 96,233.00	\$ 101,713.00	\$ 108,000.00
EXPO	\$ 502,963.89	\$ 502,963.89	\$ 502,963.89	\$ 509,696.08	\$ 500,000.00
EQUIPMENT SERVICES	\$ 362,732.00	\$ 382,227.00	\$ 399,137.00	\$ 393,708.43	\$ 396,612.00
BUILDING MAINTENANCE	\$ 75,401.00	\$ 77,487.00	\$ 81,901.00	\$ 117,200.63	\$ 80,896.00
TRANSFERS	\$ 124,640.00	\$ 124,640.00	\$ 124,640.00	\$ 157,000.00	\$ 335,000.00
TRANSFER TO FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ 50,266.60
	\$ 19,356,752.96	\$ 21,039,241.61	\$ 21,383,559.47	\$ 21,166,843.92	\$ 21,912,986.92

SPECIAL REVENUE FUNDS

**101 STREET AND ALLEY FUND
2016-2017 BUDGET REVENUES AND EXPENSES**

REVENUES	Description	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
101-4006	MOTOR VEHICLE TAX	\$ 235,353	234,932	\$ 240,000	242,812	250,000
101-4007	EXCISE TAX	\$ 55,783	56,907	\$ 60,000	62,200	57,000
	TOTAL TAXES	\$ 291,136	291,839	\$ 300,000	305,012	307,000
101-4249	OTHER PERMITS	\$ 75	1,125	\$ 1,000	2,600	1,000
101-4701	INTEREST INCOME					
	TRANSFER FROM GEN		85,390	\$ 57,640	6,360	6,360
1014822	OTHER MISC INCOME	\$ 5,830	6,358	\$ 6,360	145,231	100,240
	OTHER	\$ 5,905	\$ 92,873	\$ 65,000	154,191	107,600
	TOTAL INCOME	\$ 297,041	\$ 384,712	\$ 365,000	\$ 459,203	\$ 414,600
BEGINNING FUND BALANCE		\$ 26,487	\$ (3,004)	\$ (39,203)	\$ (39,203)	0
TOTAL SOURCE OF FUNDS INCL FB		\$ 323,528	\$ 381,708	\$ 325,797	\$ 420,000	\$ 414,600
EXPENDITURES						
5-0920-5320	NATURAL GAS			\$ -	\$ -	\$ -
5-0920-5321	ELECTRICITY	\$ 326,532	\$ 420,911	\$ 350,000	\$ 420,000	\$ 414,600
5-0920-5420	CAPITAL OUTLAY				\$ -	\$ -
	TOTAL EXPENSES	\$ 326,532	\$ 420,911	\$ 350,000	\$ 420,000	\$ 414,600
ESTIMATED FUND BALANCE		\$ (3,004)	\$ (39,203)	\$ (24,203)	\$ -	\$ -
TOTAL USE OF FUNDS		\$ 323,528	\$ 381,708	\$ 325,797	\$ 420,000	\$ 414,600

102 E-911 FUND
2016-2017 BUDGET REVENUES AND EXPENSES

Number	Description	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
REVENUES						
102-4012	E-911	218,592	216,083	225,000	230,354	225,000
102-4701	INTEREST INCOME	-	\$ -	-	-	-
102-4950	TRANSFER FROM FUND BALANCE		500,000			
TOTAL REVENUES		218,592	716,083	225,000	230,354	225,000
BEGINNING FUND BALANCE		455,290	53,185	50,752	50,752	109,606
TOTAL SOURCE OF FUNDS INCL FB		673,882	769,268	275,752	281,106	334,606
EXPENDITURES						
102-5-0740-5210	OFFICE & COMPUTER SUPP	-	-	-	-	-
102-5-0740-5220	TOOLS & MINOR EQUIP	-	-	-	-	-
102-5-0740-5325	TELEPHONE	105,772	134,471	115,000	125,000	115,000
102-5-0740-5350	SOFTWARE PURCHASES	-	13,787	15,000	-	15,000
102-5-0740-5345	TRAVEL	-	-	2,500		
102-5-0740-5340	TRAINING		1,940	9,000	44,000	2,500
102-5-0740-5399	CONTINGENCY	14,975	13,236	83,500	2,500	9,000
102-50740-5450	CAPITAL OUTLAY-EQUIP	-	555,083	-	-	92,500
TOTAL EXPENSES		120,747	718,516	225,000	171,500	234,000
ESTIMATED ENDING FUND BALANCE		553,135	50,752	50,752	109,606	100,606
TOTAL USE OF FUNDS		673,882	769,268	275,752	281,106	334,606

**103 REVOLVING GAS & OIL
2016-2017 BUDGET REVENUES AND EXPENSES**

Number	Description	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
REVENUES						
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	700	-	-	-
	TOTAL REVENUE	9,250	9,250	9,250	9,250	9,250
BEGINNING FUND BALANCE		255,479	264,729	273,979	273,979	283,229
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		264,729	273,979	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 FUND BALANCE		264,729	273,979	273,979	283,229	283,229
TOTAL USE OF FUNDS		264,729	273,979	283,229	283,229	292,479

**104 ECONOMIC DEVELOPMENT FUN
2016-2017 BUDGET REVENUES AND EXPENSES**

REVENUES	Description	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
104-4001	SALES TAX	286,727	288,610	321,912	325,050	334,802
104-4102	STATE GRANT REVENUE		-		-	
104-4701	INTEREST INCOME		-	-	-	-
104-4702	INTEREST INCOME-SALES TAX	229	219	275	230	230
104-4916	TRANSFER FROM CAP IMPROV		-			
	TOTAL REVENUE	286,956	288,829	322,187	325,280	335,032
BEGINNING FUND BALANCE		154,705	196,994	185,656	185,656	204,936
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		441,661	485,823	507,843	510,936	539,968
EXPENSES						
104-5-1310-5330	COMMUNITY SERVICE CONTS			-	-	-
104-5-1310-5339	OTHER CONTRACTUAL SERVICES	50,000	54,167	50,000	60,000	60,000
104-5-1310-5368	INDUSTRIAL DEVL CONTRACT	179,667	231,000	231,000	231,000	231,000
104-5-1310-5369	INDUSTRIAL DEV GRANTS			-	-	-
	TOTAL EXPENSES	229,667	285,167	281,000	291,000	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	15,000	15,000	15,000	15,000
	TOTAL ECONOMIC DEVELOP	244,667	300,167	296,000	306,000	306,000
ESTIMATED ENDING FUND BALANCE		196,994	185,656	211,843	204,936	233,968
TOTAL USE OF FUNDS		441,661	485,823	507,843	510,936	539,968

**105 SPAY AND NUTER FUND
2016-2017 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4701	INTEREST INCOME	-	-	150	-	-
	TOTAL INTEREST INCOME	-	-	150	-	-
4814	SPAY/NEUTER REVENUE	4,645	3,500	6,000	3,500	4,800
	TOTAL REVENUES	4,645	3,500	6,000	3,500	4,800
	TOTAL SPAY/NEUTER FUND	4,645	3,500	6,150	3,500	4,800
BEGINNING FUND BALANCE		14,396	17,286	18,761	18,761	19,761
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		<u>19,041</u>	<u>20,786</u>	<u>24,911</u>	<u>22,261</u>	<u>24,561</u>
EXPENSES						
5-0640-5339	OTHER CONTRACTUAL SERVICES			-	-	-
	TOTAL OTHER CONTRACTUAL SERVICES			-	-	-
5-0640-5366	SPAY/NEUTER EXP/REFUNDS	1,755	2,025	4,500	2,500	2,200
	TOTAL SPAY/NEUTER EXP/REFUNDS	1,755	2,025	4,500	2,500	2,200
	TOTAL EXPENDITURES FOR SPAY/NEUTER	1,755	2,025	4,500	2,500	2,200
ESTIMATED FUND BALANCE		17,286	18,761	20,411	19,761	22,361
TOTAL USE OF FUNDS		<u>19,041</u>	<u>20,786</u>	<u>24,911</u>	<u>22,261</u>	<u>24,561</u>

**106 HOTEL/MOTEL SURCHARGE FUND
2016-2017 BUDGET REVENUES AND EXPENSES**

REVENUES						
ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4004	HOTEL/MOTEL SURCHARGE	578,275	505,637	500,000	515,512	515,000
	TOTAL HOTEL/MOTEL SURCHARGE	578,275	505,637	500,000	515,512	515,000
4102	STATE GRANT REVENUE	-	-	-	-	-
	TOTAL STATE GRANT REVENUE	-	-	-	-	-
	TOTAL HOTEL/MOTEL SURCHARGE FD	578,275	505,637	500,000	515,512	515,000
BEGINNING FUND BALANCE		38,329	80,781	56,265	56,265	88,583
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		616,604	586,418	556,265	571,777	603,583
EXPENSES						
5-5020-5339	OTHER CONTRACTUAL SERVICES	558,088	507,888	476,796	461,990	489,250
5-5020-5625	TRANSFER TO SMA			21,204	21,204	21,204
5-5020-5399	CONTINGENCY			-	-	-
	TOTAL OTHER SERVICES & CHARGES	558,088	507,888	498,000	483,194	510,454
ESTIMATED FUND BALANCE		58,516	56,265	58,265	88,583	93,129
TOTAL USE OF FUNDS		616,604	564,153	556,265	571,777	603,583

**107 POLICE SALES TAX FUND
2016-2017 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4001	SALES TAX	358,406	360,751	377,188	388,847	400,513
	TOTAL SALES TAX	358,406	360,751	377,188	388,847	400,513
4701	INTEREST INCOME	59	-	-	-	-
4702	INTEREST INC. - SALES TAX	284	275	225	200	250
	TOTAL INTEREST INCOME	343	275	225	200	250
	TOTAL SALES & INTEREST INCOME	358,749	361,026	377,413	389,047	400,763
BEGINNING FUND BALANCE		45,862	47,779	48,946	48,946	49,146
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		404,611	408,805	426,359	437,993	449,909
EXPENSES						
5-0620-5399	CONTINGENCY			-	-	-
	TOTAL CONTINGENCY			-	-	-
5-5030-5601	TRANSFERS TO GENERAL FUND	356,832	359,859	360,098	388,847	400,513
	TOTAL TRANSFER TO OTHER FUNDS	356,832	359,859	360,098	388,847	400,513
	TOTAL CONTINGENCY & TRANSFERS	356,832	359,859	360,098	388,847	400,513
ESTIMATED ENDING FUND BALANCE		47,779	48,946	66,261	49,146	49,396
TOTAL USE OF FUNDS		404,611	408,805	426,359	437,993	449,909

**108 FIRE SALES TAX FUND
2016-2017 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4001	SALES TAX	358,406	360,751	377,188	388,847	400,513
	TOTAL SALES TAX	358,406	360,751	377,188	388,847	400,513
4701	INTEREST INCOME	59	-	-	-	-
4702	INTEREST INC. - SALES TAX	284	275	225	200	250
	TOTAL INTEREST INCOME	343	275	225	200	250
	TOTAL SALES & INTEREST INCOME	358,749	361,026	377,413	389,047	400,763
BEGINNING FUND BALANCE		45,862	47,779	48,946	48,946	49,146
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		404,611	408,805	426,359	437,993	449,909
EXPENSES						
5-0620-5399	CONTINGENCY			-	-	-
	TOTAL CONTINGENCY			-	-	-
5-5030-5601	TRANSFERS TO GENERAL FUND	356,832	359,859	360,098	388,847	400,513
	TOTAL TRANSFER TO OTHER FUNDS	356,832	359,859	360,098	388,847	400,513
	TOTAL CONTINGENCY & TRANSFERS	356,832	359,859	360,098	388,847	400,513
ESTIMATED ENDING FUND BALANCE		47,779	48,946	66,261	49,146	49,396
TOTAL USE OF FUNDS		404,611	408,805	426,359	437,993	449,909

**112 TAX INCREMENT FINANCE FUND
2016-2017 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4008	AD VALOREM TAXES	54,052	56,623	50,000	68,848	60,000
	TOTAL TAXES	54,052	56,623	50,000	68,848	60,000
4701	INTEREST INCOME	-	-	500	-	-
	TOTAL INTEREST INCOME	-	-	500	-	-
	TOTAL REVENUES	54,052	56,623	50,500	68,848	60,000
BEGINNING FUND BALANCE		464,905	518,957	575,580	575,580	94,428
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		518,957	575,580	626,080	644,428	154,428
	EXPENSES			550,000	550,000	-
ESTIMATED ENDING FUND BALANCE		518,957	575,580	76,080	94,428	154,428
TOTAL USE OF FUNDS		518,957	575,580	626,080	644,428	154,428

113 DRUG FORFEITURE FUND
2016-2017 BUDGET REVENUES AND EXPENSES

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4107	DRUG FORFEITURE	10,036	9,080	-	20,967	10,000
	TOTAL TAXES	10,036	9,080	-	20,967	10,000
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST INCOME	-	-	-	-	-
	TOTAL REVENUES	10,036	9,080	-	20,967	10,000
BEGINNING FUND BALANCE		977	7,899	8,361	8,361	14,602
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		<u>11,013</u>	<u>16,979</u>	<u>8,361</u>	<u>29,328</u>	<u>24,602</u>
	EXPENSES	3,114	8,618	-	14,726	10,000
ESTIMATED FUND BALANCE 06/30/14		7,899	8,361	8,361	14,602	14,602
TOTAL USE OF FUNDS		<u>11,013</u>	<u>16,979</u>	<u>8,361</u>	<u>29,328</u>	<u>24,602</u>

DEBT SERVICE FUND

**201 DEBT SERVICE FUND
2016-2017 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4008	AD VALOREM TAXES- CURRENT	-	-	-	-	-
4009	AD VALOREM TAXES- PRIOR					
4010	PAYMENT IN LIEU OF TAXES THIRD PENNY DEBT	24,116	23,687	-	26,830	26,830
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST INCOME	-	-	-	-	-
	TOTAL REVENUES	24,116	23,687	-	26,830	26,830
BEGINNING FUND BALANCE		113,461	137,577	161,264	161,264	103,094
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		<u>137,577</u>	<u>161,264</u>	<u>161,264</u>	<u>188,094</u>	<u>129,924</u>
	EXPENSES	-	-	-	85,000	-
ESTIMATED FUND BALANCE		137,577	161,264	161,264	103,094	129,924
TOTAL USE OF FUNDS		<u>137,577</u>	<u>161,264</u>	<u>161,264</u>	<u>188,094</u>	<u>129,924</u>

CAPITAL IMPROVEMENT FUNDS

**301 CAPTIAL IMPROVEMENT
2016-2017 BUDGET REVENUES**

ACCOUNT NUMBER	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4001 SALES TAX	2,222,125	2,232,696	2,404,928	2,307,772	2,410,000
TOTAL TAXES	2,222,125	2,232,696	2,404,928	2,307,772	2,410,000
4101 FEDERAL GRANT REVENUE	58,490	-	-	-	-
4102 STATE GRANT REVENUE	-	110,000	342,420	-	-
4148 OTHER FUNDING SOURCES	1,652,993	4,546,246	1,120,000	1,194,174	-
TOTAL REVENUES	1,652,993	4,546,246	1,462,420	1,194,174	-
4701 INTEREST INCOME		1,839	-	5,000	2,500
4702 INTEREST INC-SALES TAX					-
4703 TRANSFERS IN	150,000	300,000	245,000	245,000	75,000
TOTAL INTEREST/TRANSFERS	150,000	301,839	245,000	250,000	77,500
TOTAL REVENUES	4,025,118	7,080,781	4,112,348	3,751,946	2,487,500
 BEGINNING FUND BALANCE	 1,502,771	 -	 -	 -	 -
 TOTAL SOURCE OF FUNDS	 5,527,889	 7,080,781	 4,112,348	 3,751,946	 2,487,500

**301 CAPITAL IMPROVEMENT
2016-2017 BUDGET EXPENSES**

DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
CITY MANAGER	2,395	4,358	-	-	-
FINANCE	41,158	-	-	-	-
INFORMATION SYSTEMS	176,217	109,930	196,300	179,097	262,800
MUNICIPAL COURT	33,582		-	-	4,000
CITY CLERK	-		-	-	-
HUMAN RESOURCES	-		-	-	32,000
CODE ENFORCEMENT	20,437		150,000	-	-
PLANNING	-		-	-	-
POLICE ADMINISTRATION	249,772	117,841	221,244	206,508	204,000
POLICE PATROL	94,645	260,048	79,800	76,425	67,400
CRIMINAL INVESTIGATION	4,735	-	5,000	4,903	8,000
ANIMAL CONTROL	-	6,400	33,450	22,175	37,000
POLICE DISPATCH	3,524	3,816	-	-	-
FIRE PREVENTION	10,625	9,266	5,000	535,572	-
FIRE SUPPRESSION	154,705	318,920	580,000	28,169	314,635
FIRE TRAINING	3,723	6,400	63,000	40,000	63,500
EMERGENCY MANAGEMENT	146,005	55,330	69,500	92,000	82,600
ENGINEERING	-	21,250	-	-	-
STREETS	258,669	193,984	205,700	200,635	-
TRAFFIC	50,460	3,730	36,400	5,500	-
PARKS	443,090	4,132,537	177,000	343,496	196,000
CEMETERY	10,018	7,290	15,800	15,742	-
LIBRARY	-	3,977	-	-	-
MUNICIPAL AUDITORIUM	112,670	44,852	588,450	250,000	-
COMMUNITY CENTER	5,040	16,251	10,000	5,040	-
SENIOR CTIZENS	13,293	15,215	-	12,774	-
EXPO OPERATIONS	196,133	131,989	50,000	145,000	-
EQUIPMENT SERVICES	3,057	44,487	-	-	-
BUILDING MAINTENANCE	40,233	-	-	16,000	-
DEBT SERVICES -	1,093,834	1,572,910	1,625,704	1,572,910	1,209,110
DEBT SERVICE -PROPOSED DEBT			-		-
TRANSFERS	450,952	-	-	-	-
	3,618,972	7,080,781	4,112,348	3,751,946	2,481,045
FUND BALANCE	1,908,917	-			6,455
TOTAL USES OF FUNDS	5,527,889	7,080,781	4,112,348	3,751,946	2,487,500

				New Money
Projects				
Body Scanner				\$ 4,000.00
Municipal Court				\$ 4,000.00
Information Technology				
City Hall to Public Works Fiber Replacement				\$ 20,000.00
Annual Server Replacement/Upgrades				\$ 25,000.00
GIS?GPA Equipment Replacement				\$ 25,000.00
CH3 Video Server Replacement				\$ 10,000.00
Access Control Camera Upgrade				\$ 20,000.00
DVR Security Camera Upgrades/Deployment				\$ 20,000.00
Annual Desktop Replacement/Upgrades				\$ 66,800.00
Network Police Mobile Laptops Replacements				\$ 36,000.00
Network Upgrades/Switches/Equipment				\$ 15,000.00
Misc Devices IPADs Printers				\$ 25,000.00
IT				\$ 262,800.00
New Vehicle (plan on giving this to IT)				\$ 32,000.00
Human Resources				\$ 32,000.00
Blinds				\$ 5,000.00
Total Accounting				\$ 5,000.00
Police				
Admin				
Units	4	28500	\$	114,000.00
Install equipment	4	20000	\$	80,000.00
Total for 6 units			\$	194,000.00
Capital Outlay Construction				
Tile Work in Department			\$	10,000.00

	New Money	
Projects		
	\$	10,000.00
Total Police Administrations	\$	204,000.00

Patrol

Range Improvements		\$	15,000.00
(Repair to bathroom fence and patio cover			
K-9 equipment		\$	6,000.00
(new kennel/equipment)			
Swat equipment		\$	10,000.00
Tasers	5	1000	\$ 5,000.00
Vests	12	1000	\$ 12,000.00
Rifles	2	1200	\$ 2,400.00
Pistols	7	1000	\$ 7,000.00
Lapel Cameras	25	150	\$ 3,750.00
Bike Patrol Gear			\$ 4,000.00
Shotguns	3	700	\$ 2,250.00
Total Patrol		\$	67,400.00

Criminal Investigative Division

Buld/imp

Carpet or tile evidence area		\$	3,500.00
------------------------------	--	----	----------

Cap items under 7500. each

Tripod	3	400	\$ 1,200.00
Cell phone kits	1	1500	\$ 1,500.00
Fornesic equipment			\$ 1,800.00

Capital Items over 7500

Total CID		\$	8,000.00
-----------	--	----	----------

Animal Control

	New Money	
Projects		
Buld/imp		
Replace Roof	\$	12,000.00
AC system	\$	23,000.00
Repair horse gate	\$	2,000.00
Cap items over 2500. ea		
Total Animal Control	\$	37,000.00
Fire		
Administration		
Supression		
Fire Hose	\$	5,000.00
Nozzle hand tools Etc	\$	5,000.00
Station Exhaust cuffs	\$	3,500.00
Command C6	\$	70,000.00
Turnout	\$	32,250.00
(roll over \$32,250 for total of \$62,500)		
Engine 2 and Ladder	\$	198,885.25
Total Suppression	\$	314,635.25
Training		
Exhaust cuffs	\$	3,500.00
Repair basement floor	\$	40,000.00
restrooms station #3	\$	20,000.00
Total Training	\$	63,500.00
Total Fire	\$	378,135.25
Emergency Management		
NexGen Command Software	\$	22,000.00
11 Mobile Radios packages	\$	7,500.00
20 IP Telephones	\$	6,600.00

	New Money
Projects	
Equip Packs for search and rescue	\$ 2,500.00
Replacement Vehicle	\$ 38,000.00
Computer package for Search and rescue	\$ 6,000.00
Total Emergency Mangement	\$ 82,600.00
Total EMS	\$ 82,600.00
Parks	
Beautification	\$ 15,000.00
Black Granite Panels	\$ 30,000.00
Design of Park Plans	\$ 30,000.00
Playground upgrades	\$ 30,000.00
Tennis Court Maint	\$ 18,000.00
Trap Range ADA upgrades	\$ 10,000.00
New Slope Mower	\$ 30,000.00
One Ton Pickup	\$ 33,000.00
Total Parks	\$ 196,000.00
Total Capital	\$ 1,276,935.25

**302 CAPTIAL IMPROVEMENT
2016-2017 BUDGET REVENUES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
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
2016-2017 BUDGET EXPENSES**

DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
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
----------------------	-----------	----------

2016-2017**001-5-0810**

ADA CITY WIDE SIDEWALK/RAMP REPLACEMENT FY 16-17	\$ 250,000.00	
ADA HANDICAP RAMPS FY 16-17		\$ 222,838.00
BATTERY BACKUP SYSTEMS FOR TRAFFIC SIGNALS	\$ 24,000.00	
STREET EVALUATION PROJECT	\$ 325,000.00	
TRAFFIC SIGNALS UPGRADES FY 16-17	\$ 75,000.00	
TRAFFIC STRIPING PROJECTS FY 16-17	\$ 150,000.00	

STREET CONSTRUCTION

INDEPENDENCE & BROADWAY INTERSECTION IMPROVEMENT	\$ 625,000.00	
KICKAPOO (FOUR-LANING) FROM HIGHLAND TO FARRALL	\$ 3,800,000.00	
OTHER STREETS PROJECTS	\$ 437,454.00	
REHAB ASPH STREET PROJECTS		\$ 400,000.00
REHAB CONC STREETS PROJECT FY 16-17	\$ 450,000.00	
REPAIR BRIDGE MAINT & REPAIR		\$ 400,000.00
STREET REPAIR & MAINT FY 16-17	\$ 480,000.00	

001-5-0810

SUV ENGR DEPT FY 16-17	\$ 28,000.00
------------------------	--------------

**350 POOL FUND
2016-2017 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4020	PASSES	-	20,625	41,250	24,000	20,000
4025	DAILY PASSES		34,885	72,676	95,000	100,000
4030	ROOM RENTAL		3,000	6,000	1,000	5,000
4035	CONCESSION	-	8,500	17,000	5,000	25,000
4010	GRANTS		-	-	55,000	30,000
	TOTAL OTHER REVENUES	-	67,010	136,926	180,000	180,000
	TOTAL POOL	-	67,010	136,926	180,000	180,000
BEGINNING FUND BALANCE		-	-	-	21,070	26,070
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		-	67,010	136,926	201,070	206,070
EXPENSES POOL		-	45,940	136,926	175,000	175,000
FUND BALANCE		-	21,070	-	26,070	31,070
TOTAL USE OF FUNDS		-	67,010	136,926	201,070	206,070

INTERNAL REVENUE FUNDS

601 WORK COMP SELF-INSURANCE FUND
2016-2017 REVENUES

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4701	INTEREST INCOME	-		-	-	-
	TOTAL INTEREST			-	-	-
4820	CHARGES FOR SERVICES	727,622		650,000	650,000	650,000
4822	OTHER MISC REVENUE	-		10,500	45,000	10,500
4825	REFUND & REIMBURSEMENTS	2,500		-	-	-
	TOTAL OTHER REVENUES	730,122		660,500	695,000	660,500
	TOTAL REVENUES	730,122		660,500	695,000	660,500
BEGINNING FUND BALANCE		466,516		466,516	466,516	290,893
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		<u>1,196,638</u>		<u>1,127,016</u>	<u>1,161,516</u>	<u>951,393</u>
EXPENSES	WORK COMP	785,826		660,500	870,623	660,500
ESTIMATED ENDING FUND BALANCE		410,812		466,516	290,893	290,893
TOTAL USE OF FUNDS		<u>1,196,638</u>		<u>1,127,016</u>	<u>1,161,516</u>	<u>951,393</u>

TRUST AND AGENCY FUNDS

**701 LIBRARY FUND
2016-2017 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4701	INTEREST INCOME			-	-	-
	TOTAL INTEREST INCOME			-	-	-
4901	TRANSFER FROM GENERAL FUND	74,000	88,999	89,000	89,000	89,000
	TOTAL REVENUES	74,000	88,999	89,000	89,000	89,000
BEGINNING FUND BALANCE		579	(13,845)	(20,218)	(20,218)	(10,650)
TOTAL SOURCE OF FUNDS INCLUDING FUND BAL		74,579	75,154	68,782	68,782	78,350
EXPENSES	LIBRARY	88,424	95,372	91,700	79,432	74,000
FUND BALANCE		(13,845)	(20,218)	(22,918)	(10,650)	4,350
TOTAL USE OF FUNDS		74,579	75,154	68,782	68,782	78,350

**702 CEMETERY PERPETUAL FUND
2016-2017 REVENUES-EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4701	INTEREST INCOME	-	-	500	250	500
	TOTAL INTEREST	-	-	500	250	500
4806	CEMETERY LOT SALES	1,550	1,300	1,500	600	1,500
4807	OTHER CEMETERY REVENUE	3,025	3,104	3,000	2,000	3,000
4811	MISC GIFTS AND DONATIONS			-	500	-
	TOTAL OTHER REVENUES	4,575	4,404	4,500	3,100	4,500
	TOTAL CEMETERY PERPETUAL FUND	4,575	4,404	5,000	3,350	5,000
BEGINNING FUND BALANCE		179,129	175,716	177,962	177,962	181,312
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		183,704	180,120	182,962	181,312	186,312
EXPENSES CEMETERY		7,988	2,158	69,778	-	69,778
FUND BALANCE		175,716	177,962	113,184	181,312	116,534
TOTAL USE OF FUNDS		183,704	180,120	182,962	181,312	186,312

**704 SENIOR CITIZENS FUND
2016-2017 REVENUES EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4701	INTEREST INCOME	-		-	-	-
	TOTAL INTEREST	-		-	-	-
	TOTAL CEMETERY PERPETUAL FUND	-		-	-	-
BEGINNING FUND BALANCE		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>
EXPENSES	SENIOR CITIZENS	-		-	-	-
FUND BALANCE		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>

**706 GIFTS AND CONTRIBUTIONS
2016-2017 REVENUES-EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4403	DONATIONS-JR LIVESTOCK SHOW	-	-	-	-	-
4411	BRICK SALES-CELLIF PARK	-	-	-	-	-
4420	DONATIONS-POLICE DEPT	-	-	-	-	-
4423	DONATIONS-FIRE DEPT	5,000	-	-	25	-
4424	DONATIONS-JULY 4 ENTERTAIN	-	-	-	-	-
4432	DONATIONS-SAFE COMMUNITIES	-	-	-	-	-
4445	DONATIONS-HORSES IN THE CITY	-	-	-	-	-
4446	DONATIONS-YOUTH AVIATIONS	1,998	1,496	-	1,336	-
4448	DONATIONS-ANIMAL SHELTER	-	-	-	-	-
4449	DONATIONS-SKATE PARK	-	-	-	-	-
	TOTAL GIFTS AND DONATIONS	6,998	1,496	-	1,361	-
4701	INTEREST INCOME	-	-	-	-	-
4722	INVEST INCOME-JR LIVESTOCK	-	-	-	-	-
	TOTAL INTEREST	-	-	-	-	-
	TOTAL REVENUES	6,998	1,496	-	1,361	-
	BEGINNING FUND BALANCE	87,198	91,651	93,147	93,147	94,508
	TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE	94,196	93,147	93,147	94,508	94,508
	EXPENSE GIFTS AND CONTRIBUTIONS	2,545	-	-	-	-
	FUND BALANCE	91,651	93,147	93,147	94,508	94,508
	TOTAL USE OF FUNDS	94,196	93,147	93,147	94,508	94,508

**709 SISTER CITIES FUND
2016-2017 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4404	DONATIONS-SISTERS CITIES			-	-	-
4405	COLLECTIONS-JAPAN TRIP	16,000	7,484	16,000	-	16,000
4407	SISTER CITIES DINNER	-	-	-	-	-
4429	DELEGATION ACTIVITIES	-	-	-	-	-
	TOTAL GIFTS AND DONATIONS	16,000	7,484	16,000	-	16,000
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST	-	-	-	-	-
4701	TRANSFER IN	15,000	15,000	15,000	15,000	15,000
	TOTAL REVENUE	31,000	22,484	31,000	15,000	31,000
BEGINNING FUND BALANCE		(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		29,750	21,234	29,750	13,750	29,750
EXPENSES	SISTER CITIES	31,000	22,484	31,000	15,000	31,000
FUND BALANCE		(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
TOTAL USE OF FUNDS		29,750	21,234	29,750	13,750	29,750



Shawnee Municipal Airport

FISCAL YEAR

2016-2017

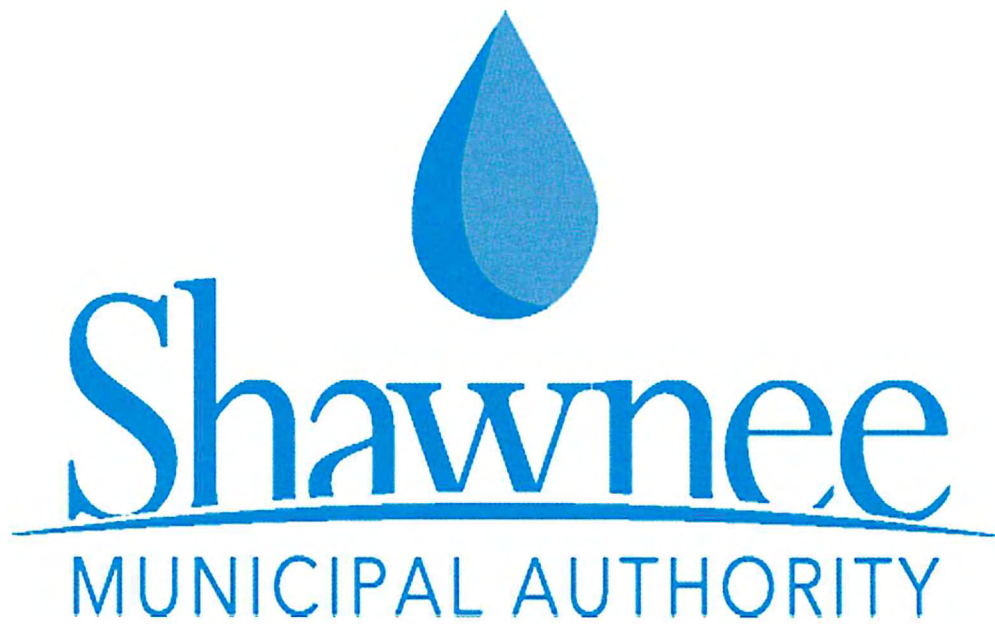
	2013-2014	2014-2015	2015-2016	2015-2016	2016-2017
	ACTUAL	ACTUAL	BUDGET	ESTIMATE	BUDGET
SHAWNEE AIRPORT AUTHORITY					
Beginning fund balance	276,826	385,565	398,839	398,839	411,683
Total Revenues	659,662	512,274	553,320	560,844	544,112
Total Expenses	550,923	499,000	551,464	548,000	544,112
End of Year Adjustment					
Ending Fund Balance	385,565	398,839	400,695	411,683	411,683

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4101	FEDERAL GRANT REVENUE	68,918	-	424,688	522,000	-
4102	STATE GRANT REVENUE	-	66,041	-	-	-
				-	-	-
	TOTAL INTERGOVENMENTAL REVENUES	68,918		-	-	-
				-	-	-
4625	AIRPORT RENTAL REVENUE	104,705	115,470	131,748	127,270	128,912
4626	T-HANGAR RENTAL REVENUE	57,562	59,843	45,840	68,865	70,000
4695	WATER TOWER RENTAL	53,914	61,047	65,000	67,225	69,000
4699	OTHER RENTAL REVENUE	-	5,000	-	-	-
	TOTAL RENTAL REVENUES	216,181	241,360	242,588	263,360	267,912
4701	INTEREST INCOME	-		-	-	-
	TOTAL INTEREST REVENUES	-		-	-	-
4803	OIL & GAS ROYALTIES	10,368	10,434	10,000	7,500	10,000
	Oil & Lub Sales- was lumped into fuel			4,500	-	4,500
4813	SALE OF REAL PROPERTY	-	1,000	-	-	-
4825	REFUNDS & REIMBURSEMENTS	895	7,692	-		-
4835	FUEL FLOWAGE FEE	209	265	200	240	200
4836	FUEL SALES	355,967	244,423	287,800	282,744	255,000
4850	EVENT REVENUES	7,124	7,100	7,000	7,000	6,500
	TOTAL OTHER REVENUES	374,563	270,914	309,500	297,484	276,200
4905	TRANSFER FROM ECON DEVLPT	-		-	-	-
	TOTAL TRANSFERS IN	-		-	-	-
	TOTAL REVENUES	659,662	512,274	552,088	560,844	544,112
	BEGINNING FUND BALANCE	276,826	385,565	398,839	398,839	411,683
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		936,488	897,839	950,927	959,683	955,795
EXPENSES	AIRPORT	550,923	499,000	552,088	548,000	544,112
Fund Balance		385,565	398,839	400,695	411,683	411,683
TOTAL USE OF FUNDS		936,488	897,839	952,783	959,683	955,795

CAPITAL-

Projects

Aircraft tug	\$	20,000.00
Automated gate	\$	10,000.00
Repaint lines on north ramp	\$	3,000.00
Outdoor teminal parking lot lights	\$	5,000.00
Crack Seal Main Apron	\$	12,000.00
Misc	\$	4,368.00
	\$	54,368.00



Budget

Fiscal Year 2016-2017

SMA REVENUES

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2013-2014	ACTUAL 2014-2015	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
4501	WATER SALES	6,799,600	6,323,696	7,000,000	7,249,832	7,000,000
4502	SEWER SERVICE	3,880,121	3,747,684	4,300,000	4,091,816	4,300,000
4503	SANITATION SERVICE	1,926,114	2,139,331	2,000,000	2,430,043	2,300,000
4510	WATER TAPS	8,400	9,150	13,500	11,500	13,500
4512	INDUSTRIAL PRETREAT. FEE	72,112	63,960	75,000	72,000	75,000
4516	RECONNECT FEES	235,606	243,827	250,000	255,110	260,000
4517	INSUFFICIENT CHECK FEES	4,280	4,425	4,000	4,500	4,500
	TOTAL CHARGES FOR SERVICES	12,926,233	12,532,073	13,642,500	14,114,802	13,953,000
4601	LAKE LEASES	-	94,896.00	120,000.00	120,000	120,000
4209	LAKE PERMITS	63,483	14,529	70,000	65,000	70,000
4210	REGISTRATION	26,925	27,650	25,000	28,000	25,000
4211	LAKESITE INSPECTIONS	2,175	1,275	2,500	2,000	2,500
4610	LEASE REVENUE-OIL AND GAS	0	0	3,000	3,000	3,000
4697	NEXTEL TOWER RENTAL	13,413.00	13,413.00	14,000.00	14,000.00	-
	TOTAL RENTAL REVENUES	105,996.00	151,763.00	234,500.00	232,000.00	220,500.00
4701	INTEREST INCOME	57,299.00	56,945.00	45,000.00	58,000.00	60,000.00
4706	METER DEPOSIT INTEREST	-	-	-		
4708	WATER IMPROVEMENT INTEREST	486.00	527.00	500.00	500.00	500.00
	TOTAL INTEREST INCOME	57,785.00	57,472.00	36,000.00	58,500.00	60,500.00
4801	PENALTIES	278,629.00	274,217.00	300,000.00	291,335.00	300,000.00
4804	INSURANCE RECOVERY	202,380.00	-	-		
4812	CASH LONG/SHORT	(33.00)	9.00	-		
4822	OTHER MISC. REVENUE	78,360.00	1,181.00	50,000.00	2,500.00	5,000.00
4825	REFUNDS & REIMBURSEMENTS	14,018.00	13,508.00	-		
4853	LOAN PROCEEDS		-		-	
	TOTAL OTHER REVENUES	470,000.00	288,915.00	470,000.00	293,835.00	470,000.00
4916	TRANSFER FROM CAPITAL IMPROV.	1,076,212.00	622,087.00	-	-	-
4965	TRANSFER FROM FUND BALANCE	-	-	-	-	-
4960	CONTRIBUTED CAPITAL REVENUE		-		-	
	TOTAL TRANSFERS IN	1,076,212.00	622,087.00	-	-	-
	TOTAL REVENUES	14,636,226.00	13,652,310.00	14,383,000.00	14,699,136.77	14,704,000.00

**SUMMARY SMA
EXPENSES**

ACCOUNT NUMBER	ACTUAL 2011-2012	ACTUAL 2013-2014	BUDGET 2015-2016	ESTIMATED YEAR END	PROPOSED 2016-2017
UTILITY BILLING	557,425	774,654	639,904	626,346	689,121
UTILITY ADMINISTRATION	2,201,614	2,484,284	3,766,938	2,827,878	3,951,507
LAKE OPERATIONS	97,678	231,418	247,430	272,455	135,918
WATER PRODUCTION	1,848,403	1,213,991	2,415,419	1,663,334	2,883,226
WATER DISTRIBUTION	947,503	834,630	2,196,843	934,041	2,394,901
NORTH SEWER TREATMENT PLANT	672,482	756,600	1,064,955	756,212	1,613,663
SOUTH SEWER TREATMENT PLANT	603,173	619,808	2,326,870	1,481,576	3,021,913
SEWER COLLECTIONS	434,626	607,599	1,593,889	1,515,240	2,092,540
VALVES	-	489,211	462,191	371,013	454,223
DEBT SERVICE	0	2,381,358	2,913,648	2,881,358	2,680,278
TRANSFERS OUT	1,335,000	1,350,000	2,100,000	2,300,000	1,975,000
TOTAL REVENUES	12,533,962	13,456,263	14,636,226	14,383,000	14,704,000
TOTAL EXPENSES	8,697,904	11,743,553	19,728,089	15,629,453	21,892,289

SMA Capital	New Money	Rollover	Total
0310-Utility Billing	\$ -	\$ -	
1010-Utility Admin	\$ -	\$ 500,000.00	
1020-lake			
1030-Water			
Chemical Pump Replacement	\$ -	\$ 30,000.00	\$ 30,000.00
Cleaning of Sludge Pond	\$ 211,147.50	\$ 88,852.50	\$ 300,000.00
Filter Rehab	\$ 500,000.00	\$ 500,000.00	\$ 1,000,000.00
Total 1030			\$ 1,330,000.00
1040-Water Dist			
Waterline rehab	\$ 5,121.10	\$ 994,879.00	\$ 1,000,000.10
6 Inch Diesel Power	\$ 70,000.00		\$ 70,000.00
water pump			\$ -
One Ton truck woth hydraulic dump flat bed	\$ 70,000.00		\$ 70,000.00
			\$ 1,140,000.10
1050-NSTP			
Claifier Reconditioning	\$ 5,005.00	\$ 194,995.00	\$ 200,000.00
Master Plan Engineering	\$ 500,000.00	\$ -	\$ 500,000.00
Replace hand rails	\$ 40,000.00		\$ 40,000.00
			\$ 740,000.00
1060-SSTP			
New head works	\$ 500,000.00	\$ 800,000.00	\$ 1,300,000.00
Screw Pump repair	\$ 200,000.00	\$ 262,098.00	\$ 462,098.00
Clean Digesters (2)	\$ 300,000.00		\$ 300,000.00
Labor for rehab parts	\$ 30,000.00		\$ 30,000.00
Drying Beds Media	\$ 100,000.00		\$ 100,000.00
			\$ 2,192,098.00
1070-Sewer			
Annual rehab	\$ 1,000,000.00		\$ 1,000,000.00

SMA Capital	New Money	Rollover	Total
Flusher Vac/Combp	\$ 400,000.00		\$ 400,000.00
Prtable lift station pump	\$ 80,000.00		\$ 80,000.00
			\$ 1,480,000.00

<u>\$ 4,011,273.60</u>	<u>\$ 3,370,824.50</u>	<u>\$ 6,882,098.10</u>
------------------------	------------------------	------------------------

Regular Board of Commissioners

4.

Meeting Date: 06/06/2016

General Fund Budget Resolution

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, 2016 through June 30, 2017 finding all things requisite and necessary have been done in preparation and presentation of budget.

Attachments

CC General Budget Reso

RESOLUTION NO. _____

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

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, 2016 through June 30, 2017, 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	\$28,274,207
001 STREET & ALLEY FUND	414,600
102 E-911 FUND	\$334,606
103 REVOLVING OIL & GAS	\$292,479
104 ECONOMIC DEVELOP	\$539,968
105 SPAY/NEUTER FUND	\$24,561
106 HOTEL/MOTEL SURCHARGE	\$603,584
107 POLICE SALES TAX FUND	\$449,909
108 FIRE SALES TAX FUND	\$449,909
112 TAX INCREMENT FINANCE FUND	\$154,428
113 DRUG FORFEITURE FUND	\$24,602
201 DEBT SERVICE FUND	\$91,757
301 CAPITAL IMPROVEMENT FUND	\$2,487,500
302 STREET IMPROVEMENT FUND	\$9,879,730
350 POOL FUND	\$206,070
601 WORK COMP SELF-INSUR FUND	\$1,204,516
701 LIBRARY FUND	\$74,000
702 CEMETERY PERPETUAL FUND	\$186,312
704 SENIOR CITIZENS FUND	\$21,219
706 GIFTS & CONTRIBUTIONS	\$93,147
709 SISTER CITIES FUND	\$31,000

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, 2016 through June 30, 2017.

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 FUTHER 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 6th day of June, AD., 2016.

City of Shawnee, Oklahoma
A Municipal Corporation

WES MAINORD, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

5.

Meeting Date: 06/06/2016

Motorola Lease Resolution

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Motorola Lease Resolution

Motorola Lease

City of Shawnee Memorandum



To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager *D. L.*
From: Donald D. Lynch, Emergency Management Director
Date: June 1, 2016
Re: Renewal of Lease Agreement with Motorola

NATURE OF THE REQUEST:

I am writing to request the Commission's adoption of a Resolution renewing our lease agreement with Motorola Credit Corporation.

STAFF ANALYSIS/ CONSIDERATIONS:

On July 15, 2013 the City Commission entered into a lease purchase agreement with Motorola Credit Corporation covering upgrades to trunked radio system. The term of the agreement was for 84 months with 7 annual payments of \$320,827.62.

Unless renewed, our agreement will expire on June 30, 2016 and full payment of the remaining balance will be due to Motorola.

This project covers the cost of replacement of dispatch radio consoles in our dispatch center along with upgrading and replacing mobile and portable radios for the Police and Fire Departments, upgrading and adding capacity to our existing radio repeater tower at City Hall and providing equipment for an additional repeater site on the North Kickapoo Water Tower.

This Resolution renews our lease agreement with Motorola from the period July 1, 2016 through June 30, 2017 unless prior to June 30, 2017 the rentals paid shall equal but not exceed the remainder of the purchase price.

BUDGET CONSIDERATIONS:

Funding for this agreement extension will be available to the City and the obligations created by the extension, renewal, and revitalization of the agreement

will not exceed the income and revenue provided for such purposes under the budget proposal for 2017 as submitted by the City Manager and Finance Director.

STAFF RECOMMENDATION:

Staff recommends adoption of the ordinance renewing, extending, and revitalizing the lease agreement and all of its terms and provisions.

Thank you for your favorable attention to this request.

RESOLUTION NO. _____

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

WHEREAS, on the 15th day of July, 2013, a certain lease agreement was made and entered into by and between the City of Shawnee, Oklahoma, and Motorola Credit Corporation, covering the following described upgrade project referred to as equipment, to-wit:

Replacement of radio consoles in dispatch center; replace and upgrade the repeaters, antennas, and feed line at our existing towers at City Hall; replace the fleet of mobile and portable radios in the Police and Fire Departments; and construct a new 800 MHz system repeater tower on the North side of Shawnee

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2016, unless extended in the manner provided in said Lease Agreement, and

WHEREAS, it is the desire of the City to renew, extend and revitalize said Lease Agreement and all of its terms and provisions, and

WHEREAS, funds sufficient to pay the rentals under said agreement are now or will be legally at the disposal of the City and the obligations created by the extension, renewal and revitalization of said agreement will not exceed the income and revenue provided for such purposes for such period of time; and

WHEREAS, all monthly rentals due under the Lease Agreement have been fully paid;

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

THAT the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, subject to the approval of the said Motorola Credit Corporation, all in accordance with the provisions of Section 43.1, 430.2 and 430.3 of Title 62 Oklahoma Statutes (1951) for a period commencing on the 1st day of July, 2016, and ending on the 30th day of June 2017, unless prior to June 30, 2017, the rentals paid shall equal, but not exceed the purchase price of the equipment.

Dated this _____ day of June, 2016.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED AS TO FORM:

JOE VORNDRAN, CITY ATTORNEY

1303 E. Algonquin Rd. IL01-9th Floor
Schaumburg, IL 60196
(847) 576-6314
(847) 538-4437 Fax



MOTOROLA SOLUTIONS

August 22, 2013

City of Shawnee
222 N. Broadway
Shawnee, OK 74802
Attn: Mr. Don Lynch

RE: Lease No: 23434

Dear Mr. Lynch,

Enclosed please find an original of the Lease/Purchase Agreement No. 23434.

Should you have any questions, please call Bill Stancik, Manager Customer Finance, at 847-538-4531.

We appreciate your business and look forward to working with you.

Sincerely,

Colleen Kassner
Motorola Solutions Credit Co. LLC.
c.kassner@motorolasolutions.com

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address CITY OF SHAWNEE
P.O. Box 1448
SHAWNEE, OK 74802-1448
Attention: EMERGENCY MANAGEMENT
Phone: 405-878-1650
2. Lessee County Location: POTTAWATOMIE COUNTY
3. Federal Tax I.D. Number: 73-6005424
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: COMMUNICATIONS SYSTEMS UPGRADE 2013

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address DONALD D. LYNCH
CITY OF SHAWNEE
P.O. Box 1448
SHAWNEE, OK 74802-1448
Phone: 405-878-1678
Fax: 405-878-1643
7. Payment remit to address: Motorola Credit Corp.
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23434

LESSEE:

CITY OF SHAWNEE
222 N. Broadway
Shawnee, OK 74802

LESSOR:

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL,

INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its

obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

11

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

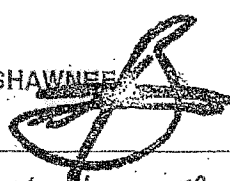
The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 16th day of July, 2013.

LESSEE:

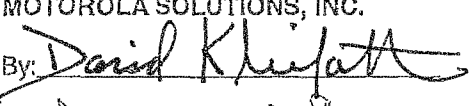
CITY OF SHAWNEE

By: 

Title: CITY MANAGER

LESSOR:

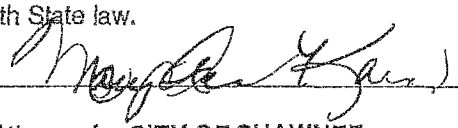
MOTOROLA SOLUTIONS, INC.

By: 

Title: AUTHORIZED SIGNATORY

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 23434 dated July 16, 2013 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.


Attorney for CITY OF SHAWNEE

City of Shawnee P25 Upgrade Project

23434
(189)

Shawnee P25 and MCC7500 Upgrade	
	MCC7500 Dispatch Console Positions, Qty 5 at
	New Primary Dispatch Location
	South ASR Site (10 Channel)
	New North ASR Site (10 Channel)
	Console Spares
	Licenses
	Project Equipment Total
Project Services	
	South Site Implementation Services
	North Site Implementation Services
	MCC7500 Services
	Integration Services Total
	City of Shawnee System Upgrade
	Quantar Trade In Promotion (\$5,000 x 7)
	Gold Elite Trade In Promotion (\$4,500 x 3)
	Upgrade Project Total with Trade In
Option 1:	Add Alias, Equipment Racks and Replacement
	MKM7000 Alias Manager
	Additional Equipment Racks
	APX 7000 Consolelets
Option 2:	Add Monopole Refurbish
	Monopole Re-work and Replacement of TX Lines
	TOTAL PROJECT EXPENSE WITH OPTIONS INCLUDING
	Add Public Safety Subscribers and Accessories
	140 APX 6000 Mobiles and Portables
	(Includes accessories and Services)
	SMARTX Promo
	Total Subscriber Pricing
	Add Conventional Portables
	20 VHF APX 4000 Portables and Chargers
	(Includes Programming and services)
	Total Conventional Portables
	Add VHF and UHF Repeater
	VHF Mid Split Repeater and UHF Repeater
	(Includes programming and services)
	Total Repeater Pricing
	Add Two MCC7500 Dispatch Consoles
	Total additional Console Pricing
	(Includes Implementation services)

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 23434
Lease Number:

This Equipment Schedule dated as of July 16, 2013 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and CITY OF SHAWNEE (Lessee), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 23434 dated as of July 16, 2013 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	CITY OF SHAWNEE FACILITIES

Initial Term: 84 Months

Commencement Date: 8/1/2013

First Payment Due Date: 8/1/2014

7 Annual Payments of \$320,827.62 as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

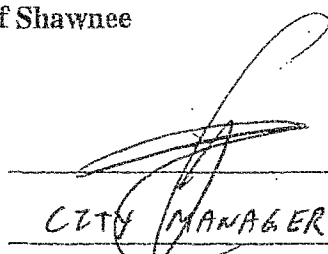
EXECUTED as of the date first herein set forth.

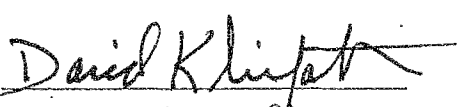
LESSEE:

LESSOR:

City of Shawnee

Motorola Solutions, Inc.

By: 

By: 

Title: CITY MANAGER

Title: Authorized Signatory

City of Shawnee (Schedule B)

Compound Period Annual

Nominal Annual Rate 0 % (year one)

Nominal Annual Rate 2.88 % (remaining six years)

Event	Start Date	Amount	Number	Period	End Date
1 Loan	8/1/2013	\$2,065,746.00		1	
2 Payment	8/1/2014	\$320,827.62		7 Annual	8/1/2020

AMORTIZATION SCHEDULE - Normal Amortization

Loan 8/1/2013 \$2,065,746.00

Payment #	Due Date	Payment	Interest	Principal	Balance
1	8/1/2014	\$320,827.62	\$0.00	\$320,827.62	\$1,744,918.38
2	8/1/2015	\$320,827.62	\$50,253.65	\$270,573.97	\$1,474,344.41
3	8/1/2016	\$320,827.62	\$42,461.12	\$278,366.50	\$1,195,977.91
4	8/1/2017	\$320,827.62	\$34,444.16	\$286,383.46	\$909,594.45
5	8/1/2018	\$320,827.62	\$26,196.32	\$294,631.30	\$614,963.15
6	8/1/2019	\$320,827.62	\$17,710.94	\$303,116.68	\$311,846.47
7	8/1/2020	\$320,827.62	\$8,981.15	\$311,846.47	\$0.00

Grand Totals \$2,245,793.34 \$180,047.34 \$2,065,746.00

Last interest amount decreased by 0.03 due to rounding.

INITIAL INSURANCE REQUIREMENT: \$2,065,746.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

LESSEE:

LESSOR:

CITY OF SHAWNEE

Motorola Solutions, Inc.

By:

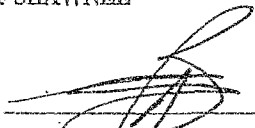
By:

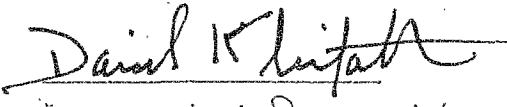
Title:

Title:

Date:

Date:


CITY MANAGER
7-18-2013


AUTHORIZED SIGNATORY
7-26-13

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: July 16, 2013

Lease Schedule A Date: July 16, 2013

Equipment Lease Purchase Agreement No.: 23434

Lease Schedule A No. : 23434

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23434 dated July <u>16</u> , 2013. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF SHAWNEE

By: _____

Date: _____

7-16-2013

CERTIFICATE OF INCUMBENCY

I, Phyllis Lester
(Signature of Secretary/Clerk) do hereby certify that I am the duly elected or appointed and acting Secretary or Clerk of the CITY OF SHAWNEE, an entity duly organized and existing under the laws of the State of Oklahoma that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 23434 dated July 16, 2013, and Schedule A number 23434 dated July 16, 2013, between CITY OF SHAWNEE and Motorola Solutions, Inc. .

Name

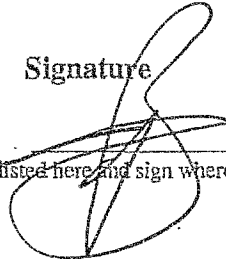
Title

Signature

BREAN MCDUGAL

CITY MANAGER

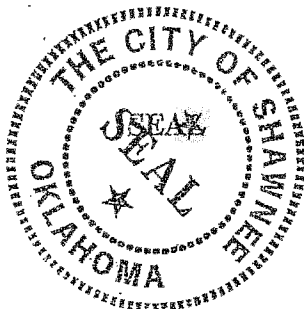
(Individual who signed Lease documents should be listed here and sign where applicable)



IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF SHAWNEE, hereto this 15 day of July, 2013

By:

Phyllis Lester
(Signature of Secretary/Clerk)



STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment? **THIS EQUIPMENT WILL BE USED FOR COMMUNICATIONS WITH POLICE, FIRE, AND OTHER GOVERNMENTAL ENTITIES**
2. Why is the equipment essential to the operation of CITY OF SHAWNEE?

3. Does the equipment replace existing equipment? **YES**

If so, why is the replacement being made? **END OF PRODUCT LIFE - OBSCOLESCENCE**

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

GENERAL OBLIGATION BONDS

SUPPORTED BY SALES TAX

Lessee: **CITY OF SHAWNEE**

By: _____

Its: **BAZAN MC DOUGAL**

Date: July 16, 2013

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 23434 dated July 16, 2013 to that certain Equipment Lease Purchase Agreement number 23434 dated July 16, 2013 will be maintained by the CITY OF SHAWNEE as stated in the Equipment Lease Purchase Agreement.

This insurance shall name MOTOROLA SOLUTIONS, INC. or its assignee as additional insured and loss payee for the term of the Schedule A number 23434 dated July 16, 2013.

This insurance is provided by:

Oklahoma Municipal Assurance Group

Name of insurance provider

3650 S. Boulevard

Address of insurance provider

Edmond OK 73013-5581

City, State and Zip Code

405 657 1400

Phone number of insurance provider

In accordance with the Equipment Lease Purchase Agreement Number 23434, CITY OF SHAWNEE, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Lessee:

CITY OF SHAWNEE

By: _____

Its: BRIAN McDUGAL

Date: July 16, 2013

RESOLUTION NO. 6453

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT ON EQUIPMENT

WHEREAS, the City of Shawnee, Oklahoma, is in need of replacement and upgrade of radio equipment, and,

WHEREAS, the City has not budgeted or appropriated the cash with which to purchase said property outright, and,

WHEREAS, the City has an opportunity to lease the equipment, and purchase it, according to the terms of a certain Lease Purchase Agreement with Motorola Credit Corporation, and

WHEREAS, the City has budgeted and appropriated funds for said Lease Purchase Agreement for the current fiscal year.

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

That the City of Shawnee, Oklahoma, lease said replacement equipment and upgrade of radio equipment from Motorola Credit Corporation according to the terms of the certain Lease Purchase Agreement executed concurrently herewith.

BE IT FURTHER RESOLVED that the Board of Commissioners find, determine and declare that the Shawnee City Manager be and is hereby authorized and directed to execute said agreement for the City of Shawnee, Oklahoma.

PASSED AND APPROVED this 15th day of July, 2013



ATTEST:

Phyllis Loftis
PHYLLIS LOFTIS, CMC
CITY CLERK

Wes Mainord
WES MAINORD, MAYOR

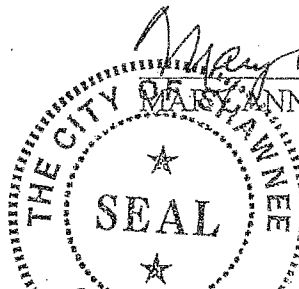
Approved as to form and legality on this 15 day of July 2013 by Mary Ann Karns, City Attorney.

I, the undersigned, duly qualified and acting City Clerk of the City of Shawnee, State of Oklahoma, hereby certify that the above and foregoing document, consisting of 1 pages, is a true and correct copy of the original document on file in the City Clerk's office.

Witness my hand and the seal of said City this

16th day of July, 2013

City Clerk *Wanda Moore*



Mary Ann Karns
MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

6.

Meeting Date: 06/06/2016

FD Surplus Bus

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

FD Bus Surplus Memo

FD Bus Surplus Reso



16 West 9th Street
P (405) 878-1671 | F (405) 878-1618



ADMINISTRATION

Dru Tischer, Fire Chief
(405) 878-1556

Andy Starkey, Deputy Fire Chief
(405) 878-1538

Clarice Brock, Secretary
(405) 878-1671

DATE: May 31, 2016
TO: Mayor, Vice Mayor and City Commissioners
CC: Justin Erickson, City Manager; Cindy Arnold, Finance Director; James Bryce, Operations Director
FROM: Dru Tischer, Fire Chief *DT*
SUBJECT: Request 1989 FMC Ford School Bus Declared Surplus for Auction

I am respectfully requesting that our 1989 Ford School Bus (VIN#1FDWJ75P8KVA16390) be declared surplus. This unit was recently donated to our department to be used for training purposes. We have scheduled training exercises to utilize this vehicle on June 13, 14, and 15. During these exercises this vehicle will be used to practice extrication techniques where it will be dismantled and will no longer be operable or hold any value. The local auto salvage yard where the training will take place has agreed to dispose of this vehicle at no charge once the training is complete.



RESOLUTION NO. _____

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

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

That the item of personal property is described as:

1. 1989 FMC Ford School Bus
VIN 1FDWJ75P8KVA16390

Said property is hereby declared a city owned item which is surplus and no longer needed for city purposes; that the City of Shawnee is authorized the use of said vehicle in training exercises and eventual salvage of said item.

PASSED AND APPROVED this _____ day of June, 2016.

WES MAINORD, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners**7.**

Meeting Date: 06/06/2016

P04-16 Bonita St & Benedict St Rezoning

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 on the northwest corner of Bonita Street and Benedict Street from C-3; Highway Commercial to R-3; Multi-Family Residential. Case No. P04-16. Applicant: Ethan Acock

Attachments

P04-16 Bonita & Benedict Staff Report

P04-16 Bonita & Benedict Ord

RECOMMENDATION TO:

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

RECOMMENDATION FROM:

SUBJECT:

APPLICANT: Ethan Acock
FOR: Rezone from C-3; Highway Commercial District to
R-3; Multi-Family Residential District
LOCATION: Northwest corner of Bonita and Benedict
Streets, Shawnee, OK
PROJECT#: 160520 Case# P04-16

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: C-3; Highway Commercial District
REQUESTED CLASSIFICATION: R-3; Multi-Family Residential District
PROPOSED PROPERTY USE: Five-unit Multi-Family Residential Structure

PLANNING COMMISSION MEETING DATE: June 1st, 2016

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION: *MEMBERS PRESENT:* 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
MORTON						ABSENT
CLINARD			X			
KERBS	X		X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)			X			
KIENZLE		X	X			
AFFENTRANGER			X			

RESPECTFULLY SUBMITTED,
Cheyenne Lincoln
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



**STAFF REPORT
REZONE
CASE #P04-16**

TO: Shawnee Planning Commission

AGENDA: June 1, 2016

RE: Rezone Request – C3: Highway Commercial District to R3: Multi-Family Residential District

PROPOSAL

The applicant is requesting a rezone from C3: Highway Commercial District to R3: Multi-Family Residential District to develop a 5-unit, single-story, multifamily residential structure. The subject site is approximately 15,400 square feet in size and is generally located on the North West corner of Bonita and Benedict.

GENERAL INFORMATION

Applicant	Ethan Acock
Owner	Thelbert and Janice Tomlinson
Site Location/Address	Hoffman BLK 7 Lots 4 thru 7
Current Site Zoning	C3: Highway Commercial District
Proposed Zoning	R3: Multi-Family Residential District
Property Area	15,400 Square Feet
Current Use	Commercial-Vacant Lot

Proposed Use	5 Unit Multi-Family Residential home
Comprehensive Plan Designation	Residential
Existing Land Use	Vacant Lot
Surrounding Land Use	Residential
Surrounding Zoning	R1: Single Family Residential R2: Combined Residential

STAFF REVIEW AND ANALYSIS

The applicant is requesting a rezone from C-3 to R-3 to accommodate a five-unit, single-story, multi-family residential structure. Though such a development is possible in the current commercial zoning district (by condition use permit), R-3 zoning would allow more flexibility in design and better represents the intent.

Much like commercial development, multi-family construction will require submittal of a landscape plan. Such a landscape plan encourages softening visual impacts of paved areas, parking lots and adjoining right of way. A minimum of 10% of the subject site will require landscaping.

The vacant property is generally surrounded by other residential uses; however, across the street, to the south, is a commercial business (Tip Top Barber Shop). Based on the general condition of the area, the residential Shawnee Comprehensive Plan designation, and the inclusion of beautification requirements from the Shawnee Zoning code, such a residential use will be a benefit to the neighborhood. Based on the lot size, no more than five (5) residential units could be incorporated on the site. Lastly, no formal written protests have been received.



Figure 1: Aerial view of the site – approximate total area outlined in red.

Based on the consistency with the Shawnee Comprehensive Plan and the Shawnee Zoning Code, Staff does hereby recommend approval on the proposed zone change from C3 (Highway Commercial District) to R3 (Multi-Family Residential District).

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed rezone from **C3 (Highway Commercial District)** to **R3 (Multi-Family Residential District)** for the subject property.

Attachments

1. Figure 1: Aerial view of site
2. Figure 2: Zoning Map
3. Figure 3: Future Land Use Map

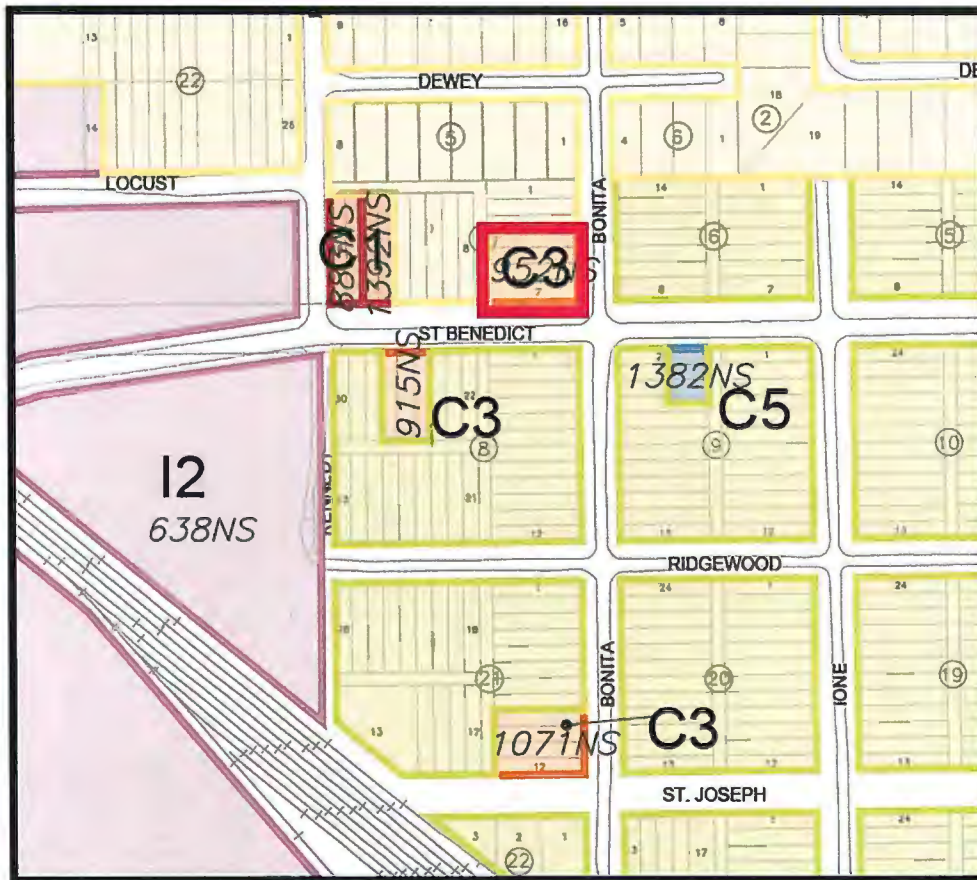


Figure 2: Zoning Map of site – approximate total area outlined in red.

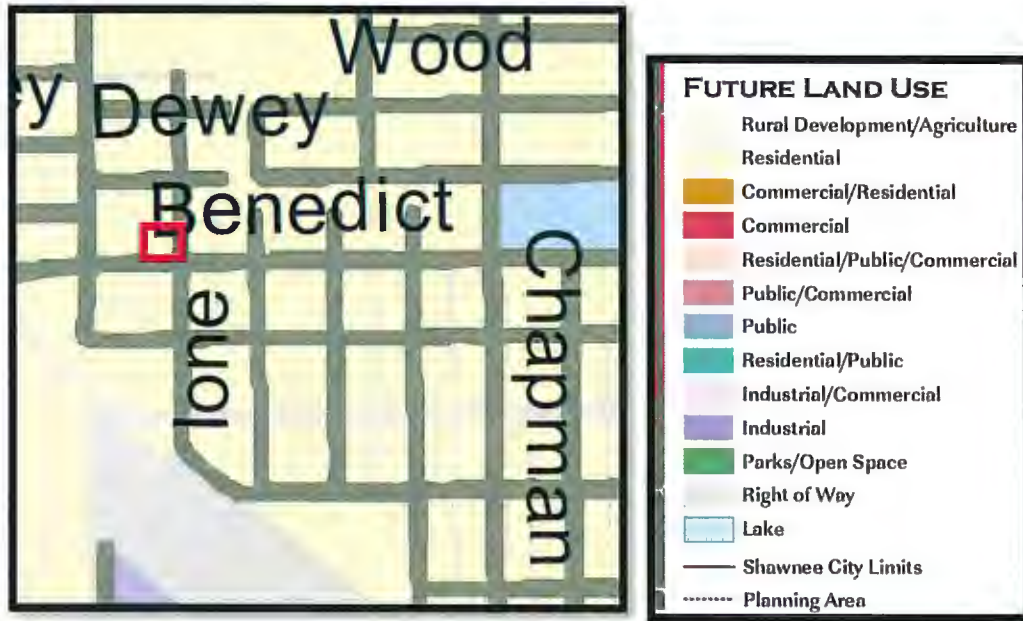


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map – approximate total area outlined in red

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: P04-16

Project Number: 160520

Date Filed: 4-29-2016

Cheylene Kincaid
Planning Commission Secretary

REQUEST:

☒ Rezoning ☐ Rezoning w/Conditional Use Permit
☐ 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): N Bonita

LEGAL DESCRIPTION: Hoffmans BLK 7 Lot 4 thru 7

PROPERTY OWNER (S): Thelbert Tomlinson Junice Tomlinson

PROPERTY AGENT (APPLICANT): Ethan Acock

APPLICANT'S ADDRESS: 206 E Chicago

CITY: Shawnee STATE: OK ZIP: 74804

EMAIL ADDRESS: Ethan.Acock@gmail.com

TELEPHONE NUMBER: (405) 694-6075 CONTACT NUMBER: (405) 694-6075

DIMENSIONS OF PROPERTY: AREA: 15,400 WIDTH: 110

LENGTH: 140 FRONTAGE: corner lot

CURRENT ZONING: C3 CURRENT USE: Empty lot

PROPOSED ZONING: R3 PROPOSED USE: multi family living

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

Ethan Acock
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. 01873759

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

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

PLANNING COMMISSION ACTION: _____ DATE: June 1st 2016

CITY COMMISSION ACTION: _____ DATE: June 16th 2016

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P04-16

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:

Lots Four (4) through Seven (7), both inclusive, in Block Seven (7), HOFFMAN'S ADDITION to Shawnee, Oklahoma, according to the recorded plat thereof.

General Location Known As:	<u>North Bonita Street, Shawnee, OK</u>
Current Zoning Classification:	<u>C-3; Highway Commercial District</u>
Requested Zoning Classification:	<u>R-3; Multi-Family Residential District</u>
Proposed Use of Property:	<u>Multi-Family Residential</u>
Applicant:	<u>Ethan Acock</u>

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

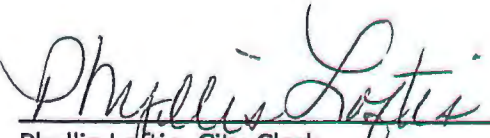
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

June 1st, 2016 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
June 6th, 2016 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 11th day of May, 2016.




Phyllis Loftis, City Clerk





First American Title & Trust Company

*123 West Highland
Shawnee, OK 74801*

Phone: (405)275-0266 / Fax: (866)721-6216

PR: SOCENT

Ofc: 2199 (542)

Final Invoice

To: Acock Properties LLC Ethan Acock
206 East Chicago Street
Shawnee, OK 74804

Invoice No.: 542 - 219946670

Date: 04/28/2016

Our File No.: 2133855-SH99

Title Officer: Ken McDowell

Escrow Officer:

Customer ID: 1652841

Attention: Ethan Acock

Your Reference No.:

RE: **Property:**
North Bonita Street, Shawnee, OK 74804

Liability Amounts

Owners:

Lenders:

Buyers: Acock Properties LLC

Sellers:

Description of Charge	Invoice Amount
Ownership Report	\$450.00

INVOICE TOTAL **\$450.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:

Attention: Accounts Receivable Department

PO Box 776119

Chicago, IL 60677-6119

(300 FEET RADIUS REPORT)

By: 
Jason Waldroup
Abstractor License No. 1400
OAB Certificate of Authority # 017
File No. 2133855-SH99

OWNERSHIP LIST**ORDER NO. 2133855****DATE PREPARED: April 28, 2016**
EFFECTIVE DATE: April 22, 2016 at 7:30 a.m.

OWNER	LOT	BLK	ADDITION
TOMLINSON THELBERT R & JANICE TRUSTEES REVOCABLE TRUST 3500 N BRYAN SHAWNEE OK 74804-0000	LOTS 4 - 7	7	HOFFMAN'S ADDITION
BIRDELL HARVEY P P O BOX 1144 SHAWNEE OK 74802-1144	LOTS 1 - 3	7	HOFFMAN'S ADDITION
BENTON NELLIE K & OR GEORGIA A & OR HENRY A 1012 W BENEDICT SHAWNEE OK 74801-0000	LOTS 8 - 11	7	HOFFMAN'S ADDITION
STAFFORD CAROLE A REVOC TRUST 119 W ROSA SHAWNEE OK 74801-0000	LOT 12 & E/2 OF LOT 13	7	HOFFMAN'S ADDITION
STAFFORD CAROLE A REVOC TRUST 119 W ROSA SHAWNEE OK 74801-0000	LOT 14 & W/2 OF LOT 13	7	HOFFMAN'S ADDITION
STAFFORD CAROLE A REVOC TRUST 119 W ROSA SHAWNEE OK 74801-0000	LOTS 15 - 16	7	HOFFMAN'S ADDITION
HEWETT EDITH & JAMES W 1900 JANSEN LAS VEGAS NV 89101-0000	W 75' OF LOTS 8 -14	6	HOFFMAN'S ADDITION
KOLACZ DAVID 908 W BENEDICT SHAWNEE OK 74801-0000	E 65' OF LOTS 8 - 14	6	HOFFMAN'S ADDITION
MARTIN JOHN & TARA NBU 6402 PRAGUE OK 74864-0000	W 45' OF LOTS 3 - 7	6	HOFFMAN'S ADDITION
SHA AFFORDABLE HOUSING LP 820 EASTSIDE BLVD MUSKOGEE OK 74403-0000	E 95' OF LOTS 3 - 4 & N 18' LOT 5	6	HOFFMAN'S ADDITION
SHA AFFORDABLE HOUSING LP 820 EASTSIDE BLVD MUSKOGEE OK 74403-0000	LOTS 1 - 2	6	HOFFMAN'S ADDITION
SHA AFFORDABLE HOUSING LP 820 EASTSIDE BLVD MUSKOGEE OK 74403-0000	S 7' OF E 95' LOT 5 & E 95' LOTS 6 - 7	6	HOFFMAN'S ADDITION
HOLBERT PATSIE LUE 901 W BENEDICT SHAWNEE OK 74801-0000	LOTS 1 - 2	9	HOFFMAN'S ADDITION
DUFF JERRY THOMAS 616 N IONE SHAWNEE OK 74801-0000	LOTS 3 - 4	9	HOFFMAN'S ADDITION
FITZGERALD JOHN A 614 N IONE SHAWNEE OK 74801-0000	LOTS 5 - 6	9	HOFFMAN'S ADDITION
MCSPADDEN CARRY B III & P GAYLE RT 1 BOX 270 MEEKER OK 74855-0000	E 60' OF LOTS 21 - 24	9	HOFFMAN'S ADDITION

CREEL CHRISTOPHER & CHERYL TRAMMELL P O BOX 654 SHAWNEE OK 74802-0654	W 80' OF LOTS 21 - 24	9	HOFFMAN'S ADDITION
MIDDLETON KENNETH LEROY 6709 NW 33RD BETHANY OK 73008-0000	LOTS 19 - 20	9	HOFFMAN'S ADDITION
FORNEY CHEYENNE S & MARK A BRANSCUM 611 N BONITA SHAWNEE OK 74801-0000	LOTS 17 - 18	9	HOFFMAN'S ADDITION
NALLEY FAMILY TRUST B 1 CHOCTAW SHAWNEE OK 74801-0000	LOTS 15 - 16	9	HOFFMAN'S ADDITION
MYERS JOHN E & HONNAH L 4405 BISON RD SHAWNEE OK 74801-0000	LOTS 1 - 6	8	HOFFMAN'S ADDITION
ROBBINS ZANDRA CAROLE 608 N BONITA SHAWNEE OK 74801-0000	LOTS 7 - 10	8	HOFFMAN'S ADDITION
TATE TROY & PHYLLIS 1200 W BENEDICT SHAWNEE OK 74801-0000	LOTS 22 - 24	8	HOFFMAN'S ADDITION
TATE TROY A & PHYLLIS J 1200 W BENEDICT SHAWNEE OK 74801-0000	LOTS 25 - 27	8	HOFFMAN'S ADDITION
BROOKS TRADING COMPANY LLC P O BOX 1467 SEMINOLE OK 74818-1467	LOTS 28 - 30	8	HOFFMAN'S ADDITION
BRIMM MARY E & CONNIE E CHILDRESS 1114 W RIDGEWOOD SHAWNEE OK 74801-0000	LOTS 18 - 21	8	HOFFMAN'S ADDITION
GAINES TERRY L & CHERYLYN 2801 HORN LAKE RD NESBIT MS 38651-0000	S 50' OF N 90' OF LOTS 13 - 17	8	HOFFMAN'S ADDITION
BRIMM EDWIN & APRIL 6900 N BRYAN SHAWNEE OK 74804-0000	S 50' OF LOTS 13 - 17	8	HOFFMAN'S ADDITION
RINDERER WILLIAM J 6 MELANIE LN SHAWNEE OK 74801-0000	N 40' OF LOTS 13 - 17	8	HOFFMAN'S ADDITION

TATE TROY A & PHYLLIS J 1200 W BENEDICT SHAWNEE OK 74801-0000			A TRACT OF LAND BEG AT NE/C SE SW W955.7' TO A PT ON NORTH LINE OF CRI&P RR R/W S49°E 472.5' N31°E68' S49°E 27' N82°E 544.8' TO A PT ON N-S 1/4 LINE THROUGH SAID SEC 13-10N-3E N190.5' POB LESS AND EXCEPT A TRACT BEG NE/C SE SW THENCE SOUTH ALONG THE EAST LINE 190.5' TO PT ON PRESENT NORTH R/W LINE OF ST. BENEDICT AVE THENCE SOUTHWESTERLY ALONG NORTH R/W 40.4' THENCE NORTH ON A LINE PARALLEL TO & 40'W OF EAST LINE OF SE SW 179.3' W15' THENCE NORTH ON LINE PARALLEL TO & 55'W OF EAST LINE SE SW 16.5' TO PT ON NORTH LINE SE SW THENCE EAST ALONG NORTH LINE 55' POB 4.30 Acres & BEG 270.5 SOUTH OF THE NE/C OF SE SW S81°W 463.30' S49°E 600.90' NORTH 451 TO POB
CITY OF SHAWNEE P O BOX 1448 SHAWNEE OK 74802-1448			BEG NE.C SE SW S190.5' SW40.4' N179.3' W15' N16.5' E55' POB
LOVELAND KELLI D 1001 W DEWEY SHAWNEE OK 74801-0000	1	5	MEHM'S ADDITION
BATES JAMES 1207 E EDWARDS SHAWNEE OK 74801-0000	2	5	MEHM'S ADDITION
HATFIELD MARY % 138 MYSTERY ACRES LN MCLLOUD OK 74851-0000	3	5	MEHM'S ADDITION
TRENT BARBARA S 1035 W DEWEY SHAWNEE OK 74801-0000	4	5	MEHM'S ADDITION
MILLS PATSY KAY 830 N BONITA SHAWNEE OK 74801-0000	LOTS 1 - 2	6	MEHM'S ADDITION
HOUSING AUTHORITY OF THE ABSENTEE SHAWNEE TRIBE P O BOX 425 SHAWNEE OK 74802-0425	3	6	MEHM'S ADDITION
ASHWORTH BILL J & ADDILEEN N TRUST 1121 W DEWEY SHAWNEE OK 74801-0000	4	6	MEHM'S ADDITION
POLLARD STEVEN R & PAMELA G 29506 CLEAR POND RD MCLLOUD OK 74851-0000	5	6	MEHM'S ADDITION
DAUMAN J H % DERICK DAUMAN 1125 W DEWWY SHAWNEE OK 74801-0000	6	6	MEHM'S ADDITION
SHAWNEE HOUSING AUTHORITY 1002 W 7TH SHAWNEE OK 74801-0000	7	6	MEHM'S ADDITION
BOARD OF COUNTY COMMISSIONERS 325 N BDWY SHAWNEE OK 74801-0000	8	6	MEHM'S ADDITION

STONE TESSA MICHELE 602 W DEWEY SHAWNEE OK 74801-0000	LOTS 9 - 10	3	MEHM'S ADDITION
TREAT EMMA E & LINDA C BLOCK 1122 W DEWEY SHAWNEE OK 74801-0000	11	3	MEHM'S ADDITION
STEELE KAYE HARROD FAMILY TRUST 1303 W FARRALL SHAWNEE OK 74801-0000	12	3	MEHM'S ADDITION
SPYBUCK LARRY 6 MOCKINGBIRD RD SHAWNEE OK 74801-0000	13	3	MEHM'S ADDITION
JULIA KAY NEWMAN 1106 W DEWEY SHAWNEE OK 74801-0000	14	3	MEHM'S ADDITION
COMBS HAROLD 1530 N HARRISON #212 SHAWNEE OK 74804-0000	15	3	MEHM'S ADDITION
TAYLOR RAYMOND 1100 W DEWEY SHAWNEE OK 74801-0000	16	3	MEHM'S ADDITION
HOUSING AUTHORITY OF THE CITY OF SHAWNEE P O BOX 3427 SHAWNEE OK 74801-0000	5	4	MEHM'S ADDITION
WARREN DONNA 1020 W DEWEY SHAWNEE OK 74801-0000	6	4	MEHM'S ADDITION
SLOAT THELMA N & TERRI M LOGAN 15327 E WESTWOOD CIR HOUSTON TX 77071-3225	LOTS 7 - 8	4	MEHM'S ADDITION
OLI - TY PROPERTIES LLC 609 POOL CT SHAWNEE OK 74801-0000	18	2	DORR ADDITION
BENTON ELBERT J & BETTE D 719 W DEWEY SHAWNEE OK 74801-0000	19	2	DORR ADDITION

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS FOUR (4) THROUGH SEVEN (7), BOTH INCLUSIVE, IN BLOCK SEVEN (7), HOFFMAN'S ADDITION TO SHAWNEE, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM C-3; HIGHWAY COMMERCIAL DISTRICT TO R-3; MULTI-FAMILY RESIDENTIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

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 6th day of June, 2016, upon an application to grant a permissive use permit on property located in the City of Shawnee, Oklahoma to R-3 Multi-Family Residential District; and,

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 property to be rezoned as considered.

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: LOTS FOUR (4) THROUGH SEVEN (7), BOTH INCLUSIVE, IN BLOCK SEVEN (7), HOFFMAN'S ADDITION TO SHAWNEE, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM C-3; HIGHWAY COMMERCIAL DISTRICT TO R-3; MULTI-FAMILY RESIDENTIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

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

WES MAINORD, MAYOR

(SEAL)
ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

Approved as to form and legality this 6th day of June, 2016.

JOSEPH VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

8.

Meeting Date: 06/06/2016

S12-16 Haag Addition Prel Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Preliminary Plat for Haag Addition located on Union Street, north of Shawnee Mall Drive. Case No. S12-16. Applicant: The Landrun Group, LLC

Attachments

S12-16 Haag Addition Prel Plat

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 Haag Addition
LOCATION: Union Street, North of Shawnee Mall,
Shawnee, OK
PROJECT# 160562 CASE# S12-16

PLANNING COMMISSION MEETING DATE: June 1st, 2016

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

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

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
MORTON						ABSENT
CLINARD			X			
KERBS	X		X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)		X	X			
KIENZLE			X			
AFFENTRANGER			X			

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



STAFF REPORT
Haag Addition
Preliminary Plat – Case #S12-16
Final Plat – Case #S13-16

TO: Shawnee Planning Commission

AGENDA: June 1, 2016

RE: Haag Addition, Preliminary and Final Plat

PROPOSAL

The applicant is requesting preliminary and final plat approval for Haag Addition. The subject property is generally located north of Shawnee Mall Drive on Union Street and is approximately 2.01 Acres in size. The site is zoned Highway Commercial (C-3) and the intent is to build a 25,360 square foot Furniture Store.

GENERAL INFORMATION

Applicant	Land Run Group
Owner(s)	Haag / Brown Development
Site Location/Address	Union St. north of Shawnee Mall Dr., generally north of Holiday Inn Express
Current Site Zoning	Highway Commercial (C-3)
Parcel Size	2.01 Acres
Comprehensive Plan Designation	Commercial
Existing Land Use	Vacant
Surrounding Zoning	Rural Agricultural (A-1) and Highway Commercial (C-3)

STAFF REVIEW AND ANALYSIS

At the request of the property owner, Land Run Group has submitted application for preliminary and final plat approval on a two (2) Acre tract of land east of the Shawnee Mall. The proposed furniture store shall be 25,360 square feet in size divided into a showroom (17,000 sqft) and warehouse space (8,360 sqft). Public water and sewer lines are directly accessible to the site, however, a four (4') foot sidewalk shall be required along Union Street.

The subject site is property zoned to accommodate such a commercial use, and compliance with the Shawnee Comprehensive Plan is considered met.



Figure 1: Aerial Plat Map – approximate total area outlined in blue.

Staff has reviewed all details of the preliminary and final plat, finding it to be in general conformance with City Codes and present a recommendation for approval.

STAFF RECOMMENDATION

PRELIMINARY RE-PLAT

Staff recommends **approval** for the proposed preliminary plat with the following conditions:

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

FINAL PLAT

Staff recommends **approval** for the proposed final plat for the subject property with the following conditions:

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

Attachments

1. Figure 1: Aerial view of site
2. Figure 2: Zoning Map
3. Figure 3: Shawnee Comprehensive Plan
4. Exhibit 1: Preliminary Plat
5. Exhibit 2: Final Plat

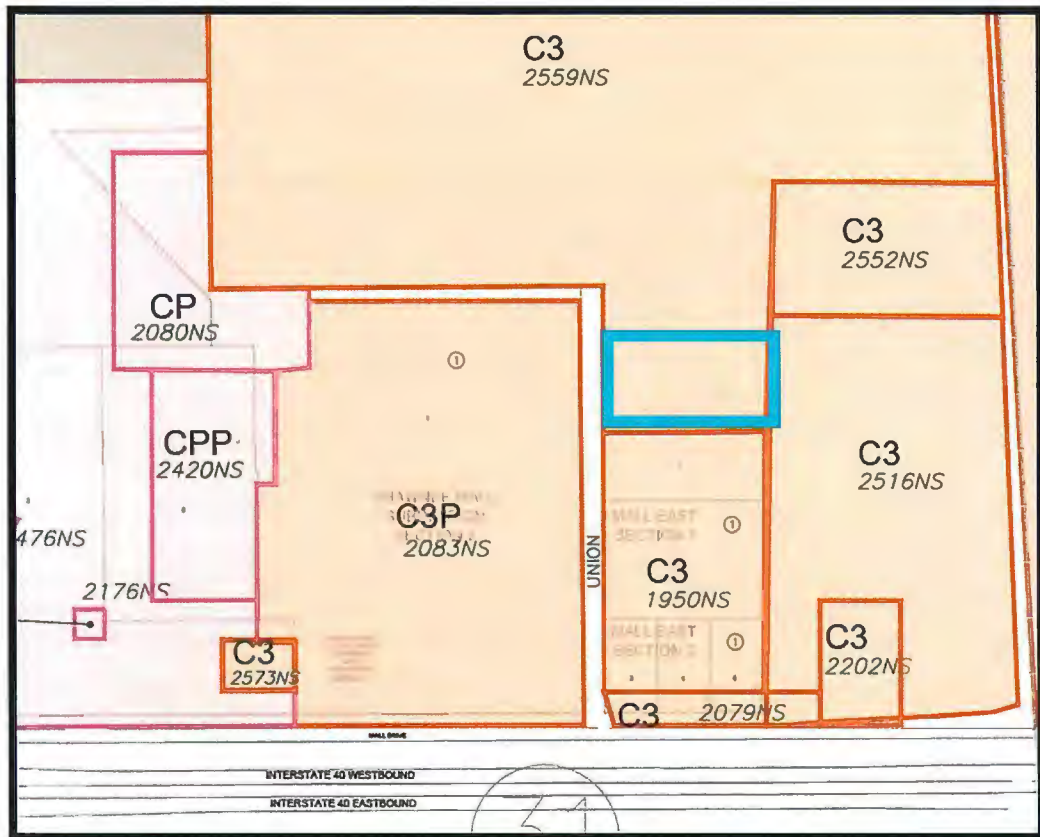


Figure 2: Zoning Map of site – approximate total area outlined in blue.

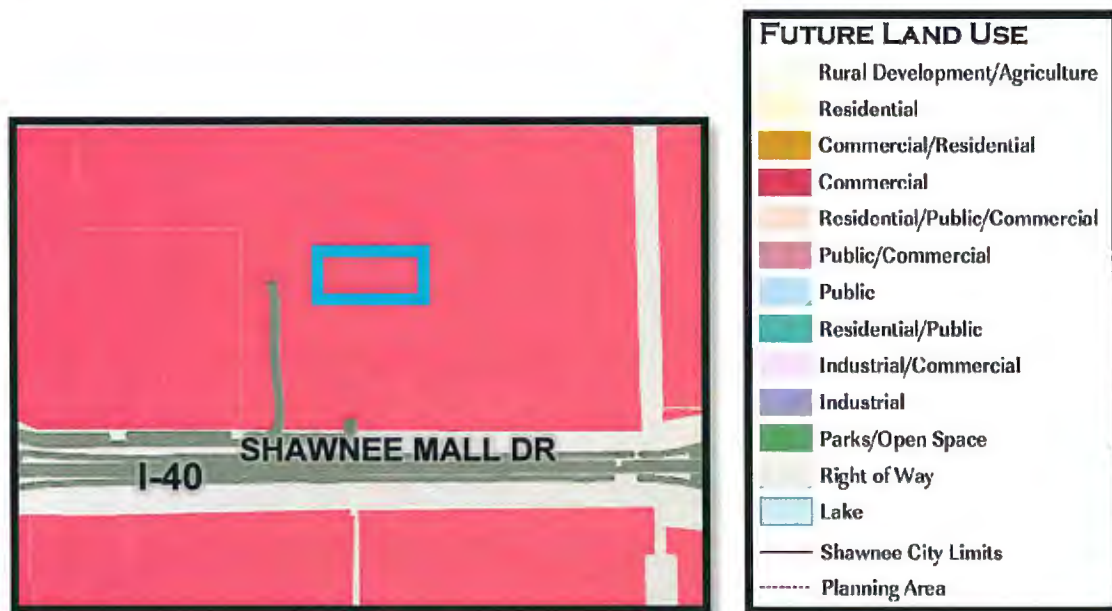


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map (Figure 4.2). Approximate area outlined in blue.

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 and filing fees upon submitting this application. Please call 878-1616 with any questions.

APPLICANT Land Run Group
APPLICANT ADDRESS 201 West 9th Street Shawnee, OK 74804
APPLICANT PHONE NUMBERS 405-273-4222
EMAIL ADDRESS landrun group @ landrungleup. com
NAME OF PLAT Haag Addition
LOCATION A part OF THE NE/4 OF SECTION 31, TOWNSHIP 11
NORTH RANGE 4 EAST OF THE I.M.,
NUMBER OF ACRES 2.01 +/- NUMBER OF LOTS _____

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$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 225.00

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 Haag / Brown Development
ADDRESS 2915 Browns Lane Jonesboro, AR 72404
CONTACT NUMBERS 870-336-8000
EMAIL ADDRESS mdavis @ sbc const. com

PROJECT ENGINEER INFORMATION:

NAME Land Run Group
ADDRESS 201 West 9th Street Shawnee, OK 74804
CONTACT NUMBERS 405-273-4222
EMAIL ADDRESS landrun group @ landrungleup. com

FOR STAFF USE ONLY

PROJECT NUMBER: 1605162 CASE NUMBER: 512-16

DATE: 5-6-16 AMOUNT PAID: \$225.00 RECEIPT NO. 018716907

A PART OF THE NE/4 OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 4 EAST OF THE 1.M.,
CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA.

NOT PLATTED

PROPOSED BUILDING
25,360 SQ. FT.
(17,000 SQ. FT. SHOWROOM)
(8,360 SQ. FT. WAREHOUSE)
F.F.=1010.50

SHAWNEE AUTO MALL
ADDITION

SHAWNEE MALL
SUBDIVISION
SECTION 2



SCALE: 1" = 20'

LEGEND

- (a) INDEXER "A" SET
FROM PDA, SET
- (c) HATCHERY
COLUMBIA HOGWADDT
BUTTER METER
BUTTER VALVE
C FINE HOGWADDT
TO POWER POLE W/TRANSFORMER
TO POWER POLE
C OUT LINE
G GAS METER
V VOLT PIPE
B BUTTER TELEPHONE PEDDLER
C CLEVER OUT
C HOGWADDT
B BOW
C BOWCHAMM
- TG— TELEPHONE UNDERGROUND
—UC— UNDERGROUND ELECTRIC
—OE— OVERHEAD ELECTRIC & CABLE TV
—PC— PERMUTATION LINE
—G— GAS LINE
—P— PRESSURE GAS LINE
—B— BUTTER LINE
—BS— BATTERY BATTERY LINE
—S— SPOON BENCH
—PS— PRESSURIZED BATTERY BENCH LINE
—E— FENCE
—F— FLOW LINE
—P— PUNCT FLOW DIRECTION

DEVELOPERS INFORMATION

CURRENTLY
ZONED: C-3

LOCATION
4938 BELLEVILLE BL. UNION AVE. EAST SIDE OF ROWS.

OWNER/DEVELOPER
HWAQ/BROWN DEVELOPMENT
3015 BROWNS LAKE
JONESBORO, AR 72464
(479) 336-8000

PROJECT ENGINEER
STEPHEN T. LAMORE
281 W. 8TH STREET
BIRMINGHAM, AL 35201
(405) 273-4323

PRELIMINARY PLAT NOTE

PRELIMINARY PLAT NOTE

THE PRELIMINARY PLAT HAS BEEN PREPARED TO THE BEST OF OUR ABILITY IN ACCORDANCE WITH THE COMPREHENSIVE PLAN WITH WHICH WE ARE FAMILIAR, AND IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS GOVERNING THE SUBDIVISION OF LAND EXCEPT WHERE VARIANCES ARE BEING REQUESTED.

STORMWATER FLOW

THE PROPERTY IS TO BE GRADED AND STORMWATER RUNOFF IS TO BE DIRECTED TOWARDS THE PROPOSED DETENTION POND. THE STORMWATER IS TO BE DETAINED IN THE PROPOSED DETENTION POND AND DISCHARGED INTO THE EXISTING DRAINAGE PATTERN AT A RATE NOT TO EXCEED PRE-DEVELOPMENT CONDITIONS.

LEGAL DESCRIPTION

LOCAL DESCRIPTION

A TRACT OF LAND LIES IN THE NORTHEAST QUARTER (P/4) OF SECTION TWENTY-ONE (21), TOWNSHIP ELEVEN (11) NORTH, RANGE SEVEN (7) EAST, OF THE NINTH PRINCIPAL MERIDIAN, DODD COUNTY, MINNESOTA. A PART OF THE NORTHEAST QUARTER (P/4) OF THE NORTH LINE OF LOT ONE (1), AND EAST HALF SECTION, SECTION ONE (1), ACCORDING TO THE RECORDED RAIL TRAIL, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST CORNER (P/4) OF SAID LOT 1; THENCE NORTHWEST ALONG THE EAST BOUNDARY OF SAID LOT OF WHICH EXIST A DISTANCE OF 20.00 FEET;

THENCE SOUTHWEST A BEARING OF 49.44321 FEET;

TO THE DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER (P/4) OF SAID LOT 1;

THENCE SOUTHWEST ALONG THE NORTH LINE OF SAID LOT 1 A BEARING OF 43.514 FEET TO THE POINT OF BEGINNING, CONTAINING ARI ACRES, MORE OR LESS.

MALL EAST
SECTION 1
ADDITION

①
LOT



LOCATION MAP
SCALE: 1" = 100'

Owner	Haag/Brown Development	
Project Name	FFO - Shawnee Store	
Issue No.		
Amplify All	Owner All	
Item	Poll	Date 05/02/2016

THE LANDRUN GROUP, LLC
LandRun Engineering, LLC
201 West 9th Street • P.O. BOX 1584
Shawnee, OK 74801-1584 (405) 273-4222
CARE@LRE.COM 06/20/2015



05/02/2018

Revisions

Regular Board of Commissioners

9.

Meeting Date: 06/06/2016

S13-16 Haag Addition Final Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

S13-16 Haag Addition Final Plat

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 Haag Addition
LOCATION: Union Street, North of Shawnee Mall,
Shawnee, OK
PROJECT# 160563 CASE# S13-16

PLANNING COMMISSION MEETING DATE: June 1st, 2016

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

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

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
MORTON						ABSENT
CLINARD			X			
KERBS	X		X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)			X			
KIENZLE			X			
AFFENTRANGER		X	X			

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



STAFF REPORT
Haag Addition
Preliminary Plat – Case #S12-16
Final Plat – Case #S13-16

TO: Shawnee Planning Commission

AGENDA: June 1, 2016

RE: Haag Addition, Preliminary and Final Plat

PROPOSAL

The applicant is requesting preliminary and final plat approval for Haag Addition. The subject property is generally located north of Shawnee Mall Drive on Union Street and is approximately 2.01 Acres in size. The site is zoned Highway Commercial (C-3) and the intent is to build a 25,360 square foot Furniture Store.

GENERAL INFORMATION

Applicant	Land Run Group
Owner(s)	Haag / Brown Development
Site Location/Address	Union St. north of Shawnee Mall Dr., generally north of Holiday Inn Express
Current Site Zoning	Highway Commercial (C-3)
Parcel Size	2.01 Acres
Comprehensive Plan Designation	Commercial
Existing Land Use	Vacant
Surrounding Zoning	Rural Agricultural (A-1) and Highway Commercial (C-3)

STAFF REVIEW AND ANALYSIS

At the request of the property owner, Land Run Group has submitted application for preliminary and final plat approval on a two (2) Acre tract of land east of the Shawnee Mall. The proposed furniture store shall be 25,360 square feet in size divided into a showroom (17,000 sqft) and warehouse space (8,360 sqft). Public water and sewer lines are directly accessible to the site, however, a four (4') foot sidewalk shall be required along Union Street.

The subject site is property zoned to accommodate such a commercial use, and compliance with the Shawnee Comprehensive Plan is considered met.



Figure 1: Aerial Plat Map – approximate total area outlined in blue.

Staff has reviewed all details of the preliminary and final plat, finding it to be in general conformance with City Codes and present a recommendation for approval.

STAFF RECOMMENDATION

PRELIMINARY RE-PLAT

Staff recommends **approval** for the proposed preliminary plat with the following conditions:

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

FINAL PLAT

Staff recommends **approval** for the proposed final plat for the subject property with the following conditions:

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

Attachments

1. Figure 1: Aerial view of site
2. Figure 2: Zoning Map
3. Figure 3: Shawnee Comprehensive Plan
4. Exhibit 1: Preliminary Plat
5. Exhibit 2: Final Plat

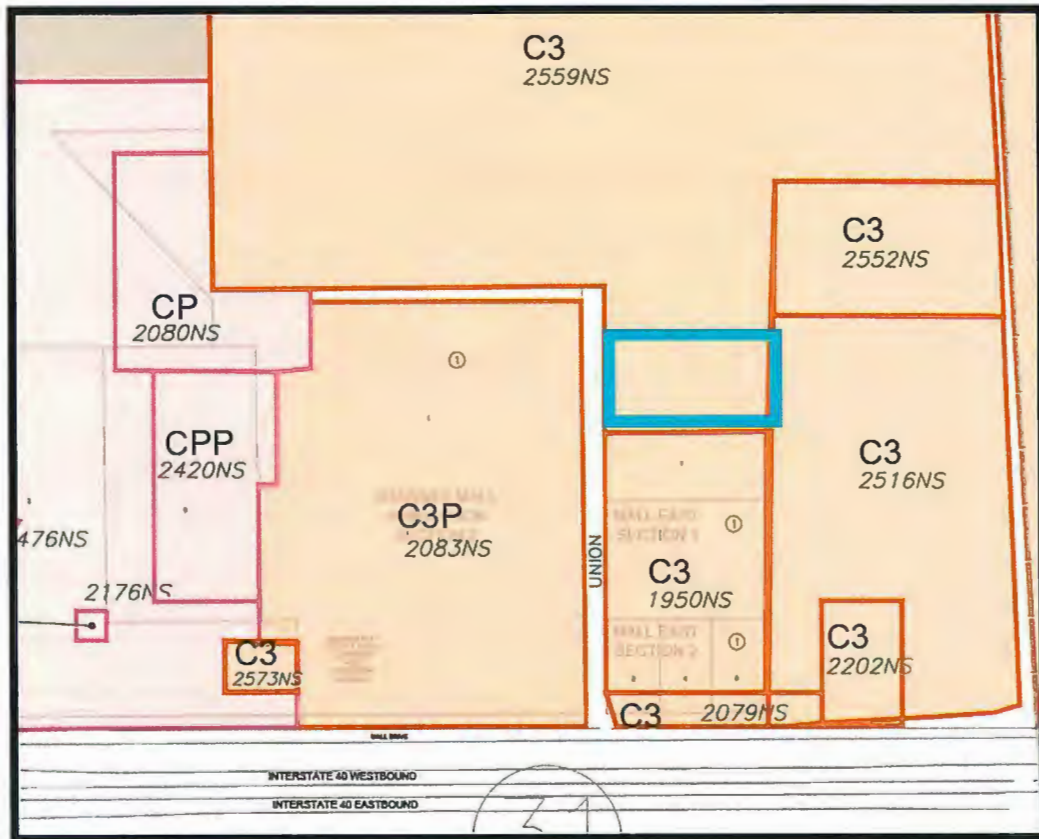


Figure 2: Zoning Map of site – approximate total area outlined in blue.

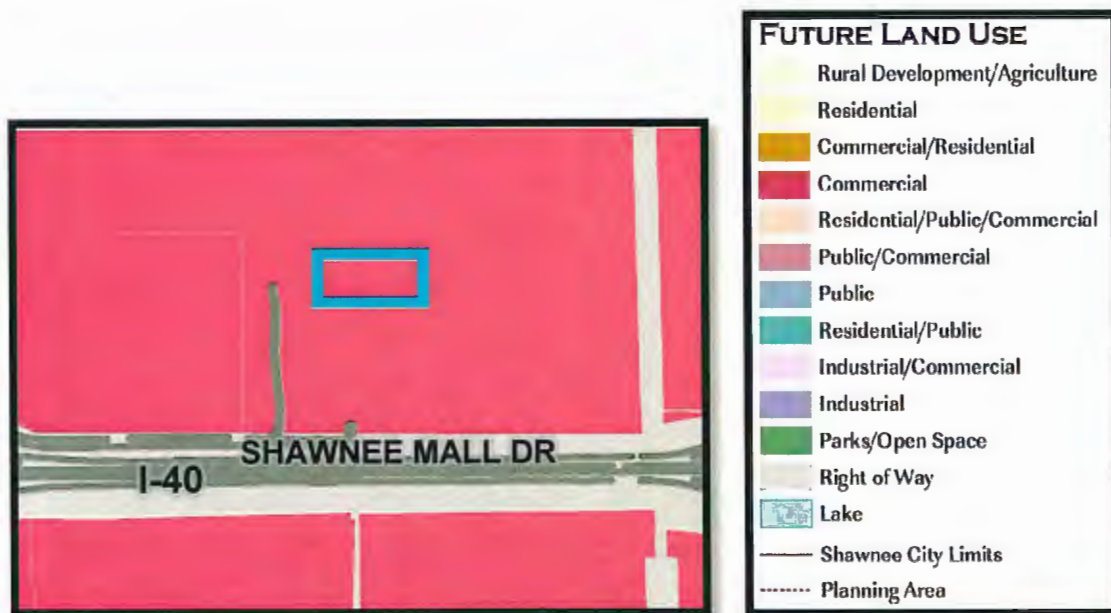


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map (Figure 4.2). Approximate area outlined in blue.

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 and filing fees upon submitting this application. Please call 878-1616 with any questions.

APPLICANT Land Run Group
APPLICANT ADDRESS 201 West 9th Street Shawnee, OK 74804
APPLICANT PHONE NUMBERS 405-273-4222
EMAIL ADDRESS landrun group @ land run group. com
NAME OF PLAT Haag Addition
LOCATION A PART OF THE NE 1/4 OF SECTION 31, TOWNSHIP 17
NORTH RANGE 4 EAST OF THE I.M.
NUMBER OF ACRES 2.01 +/- NUMBER OF LOTS _____

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS:

FEE: \$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 325.00

FOR LESS THAN 2 ACRE LOTS:

FEE: \$325.00

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 Haag / Brown Development
ADDRESS 2915 Browns Lane Jonesboro, AR 72404
CONTACT NUMBERS 870-336-8000
EMAIL ADDRESS mdavis @ sbccomst. com

PROJECT ENGINEER INFORMATION:

NAME Land Run Group
ADDRESS 201 West 9th Street Shawnee, OK 74804
CONTACT NUMBERS 405-273-4222
EMAIL ADDRESS landrun group @ landrun group. com

FOR STAFF USE ONLY

PROJECT NUMBER: 1100563 CASE NUMBER: 513-16

DATE: 5-6-16 AMOUNT PAID: \$325.00 RECEIPT NO. 018716909

Regular Board of Commissioners**10.**

Meeting Date: 06/06/2016

Refinance OWRB Loan Resolution

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information**Title of Item for Agenda**

Consider and take action with respect to a resolution of the City of Shawnee, Oklahoma (the "City") approving the incurrence of indebtedness by the Shawnee Municipal Authority (the "Authority") issuing its Utility System Revenue Note, Series 2016 (the "Note"); Providing that the organizational document creating the Authority is subject to the provisions of the indenture authorizing the issuance of said Note; waiving competitive bidding with respect to the sale of said Note and approving the proceedings of the Authority pertaining to the sale of said Note; ratifying and confirming the lease agreement, as amended, pertaining to the City's water and sanitary sewer systems; establishing the City's reasonable expectation with respect to the issuance of tax-exempt obligations by or on behalf of said City in calendar year 2016, and designating the Note as a qualified tax-exempt obligation; and containing other provisions relating thereto.

Attachments

OWRB Loan Refinance Reso

RESOLUTION NO. _____

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

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

SECTION 1. INDEBTEDNESS AUTHORIZED. The Shawnee Municipal Authority (the "Authority") is hereby authorized to incur an indebtedness by the issuance of its Utility System Revenue Note, Series 2016 in the amount of \$5,410,000.00 (the "Note"), according to the terms and conditions of a General Bond Indenture, as supplemented and amended by a Series 2016 Supplemental Note Indenture (collectively, the "Indenture"), both by and between the Authority and BancFirst, as Trustee, provided that said Note shall never constitute a debt of the City of Shawnee, Oklahoma (the "City").

SECTION 2. ORGANIZATIONAL DOCUMENT SUBJECT TO INDENTURE. The organizational document creating the Authority, is hereby made subject to the terms of the Indenture authorizing the issuance and securing the payment of the Note as more fully described in Section 1 hereof.

SECTION 3. WAIVING COMPETITIVE BIDDING; APPROVAL OF SALE PROCEEDINGS. The waiving of competitive bidding for the sale of the Note and the sale of said Note by the Authority to Branch Banking and Trust Company, Charlotte, North Carolina, at a price of par, is hereby approved.

SECTION 4. LEASE AGREEMENT. The Lease Agreement and Operation and Maintenance Contract dated as of January 12, 1971, as amended by an Amendment to Lease Agreement dated as of July 1, 1990, both between the City and the Authority (collectively, the "Lease Agreement"), whereby the City leased its water and sanitary sewer systems to the Authority and whereby the City agreed to operate and maintain said systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the Note is paid.

SECTION 5. CITY'S EXPECTATIONS. The City anticipates that the total amount of tax-exempt obligations (other than private activity bonds and certain qualified refunding bonds) issued by the Shawnee Municipal Authority or other issuers on behalf of said City, will not exceed \$10,000,000 for calendar year 2016, and the City hereby designates the Note to be a qualified tax-exempt obligation with respect to the financial institution interest deduction provisions contained in the Internal Revenue Code of 1986, as amended, and authorizes the Mayor or Vice Mayor to execute and deliver on behalf of the City a Certificate of Designation to that effect.

SECTION 6. AUTHORIZING EXECUTION. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk of the City representing the City at the closing of the above-referenced note issue are hereby authorized to approve and make any changes to the documents approved by the Resolution, for and on behalf of the City, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the City and to execute and deliver on behalf of the City any and all certifications and documentation necessary or attendant to the delivery of the Note, as directed by Bond Counsel.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 6TH DAY OF JUNE, 2016.

CITY OF SHAWNEE, OKLAHOMA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk/Deputy City Clerk

CERTIFICATE
OF
CITY COMMISSIONERS ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk/Deputy City Clerk of the City of Shawnee, Oklahoma.

I further certify that the Board of Commissioners of the City of Shawnee, Oklahoma, held a Regular Meeting at 6:30 o'clock p.m., on June 6, 2016, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Board of Commissioners at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Commissioners present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 6TH DAY OF JUNE, 2016.

CITY OF SHAWNEE, OKLAHOMA

(SEAL)

City Clerk/Deputy City Clerk

Regular Board of Commissioners

11. a.

Meeting Date: 06/06/2016

Bids Sidewalk/ADA Handicap Ramps

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Bids Sidewalk ADA Memo

Bids Sidewalk ADA Notice

Bids Sidewalk ADA Notice Mailed to List

Bids Sidewalk ADA Plan Holders List



MEMORANDUM

Date: June 2, 2016

To: Justin Erickson, City Manager

From: Rex Hennen, Assistant City Engineer

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

**Re: Award Recommendation for FY 15-16 Sidewalk/ADA Ramps Project
Contract No. COS-PW-15-03**

Bids were opened for the FY 15-16 Sidewalk/ADA Ramps Project at the May 16, 2016 City Commission meeting. Two bids were received and are tabulated in the attached Bid Tabulation file. The lowest bid was at \$311,550.00 and the highest bid was \$546,350.00.

Staff has reviewed and analyzed the bid prices of the bids received, and find that the lowest and best bid received was from Parathon Construction in the amount of \$311,550.00.

Parathon Construction is a qualified, experienced company and has done good work for Shawnee on past projects including the FY 14-15 Sidewalk/ADA Ramps Project, the Avedis Trails along Bryan and Independence Streets, and the Safe Routes to Schools Sidewalk Project north of the Shawnee Middle School. Staff recommends Parathon Construction to be awarded the FY 15-16 Sidewalk/ADA Ramps Project.

Available funding for the project is to be from the 302 Street Fund.

If you have any questions or need additional information, please let us know.

COS-PW-15-03
FY 15-16 SIDEWALK/ADA RAMPS PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	PARATHON CONSTRUCTION UNIT PRICE	PARATHON CONSTRUCTION TOTAL	RUDY CONSTRUCTION UNIT PRICE	RUDY CONSTRUCTION TOTAL
1	411 (B)	UNCLASSIFIED EXCAVATION	140	C.Y	\$ 30.00	\$ 4,200.00	\$ 20.00	\$ 2,800.00
2	417	SOLID SLAB SODDING	500	S.Y.	\$ 5.00	\$ 2,500.00	\$ 7.00	\$ 3,500.00
3	420 (a)	AGG. BASE 3/8" LIMESTONE SCREENINGS	300	TONS	\$ 35.00	\$ 10,500.00	\$ 60.00	\$ 18,000.00
4	420 (b)	REMOVAL OF CONC. SIDEWALK	3,200	S.Y.	\$ 12.00	\$ 38,400.00	\$ 10.00	\$ 32,000.00
5	612 (a)	4" CONCRETE SIDEWALK	1,400	S.Y.	\$ 50.00	\$ 70,000.00	\$ 75.00	\$ 105,000.00
6	612 (a)	SIDEWALK RAMPS (4" CONC.)	1,800	S.Y.	\$ 60.00	\$ 108,000.00	\$ 150.00	\$ 270,000.00
7	612 (a)	CURB & GUTTER REPLACEMENT	250	L.F.	\$ 30.00	\$ 7,500.00	\$ 35.00	\$ 8,750.00
8	800	CURB & GUTTER REMOVAL	250	L.F.	\$ 15.00	\$ 3,750.00	\$ 10.00	\$ 2,500.00
9	855 (a)	SAW CUTTING EXIST. SIDEWALK/PAVING	1,200	L.F.	\$ 4.00	\$ 4,800.00	\$ 5.00	\$ 6,000.00
10	855 (a)	TRAFFIC CONTROL	1	L.S.	\$ 6,500.00	\$ 6,500.00	\$ 50,000.00	\$ 50,000.00
11	855 (a)	DETECTABLE WARNING SURFACE (TACTILE)	1,260	S.F.	\$ 40.00	\$ 50,400.00	\$ 30.00	\$ 37,800.00
12	855 (a)	BONDS AND INSURANCE	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL AMOUNT OF BASE BID						\$ 311,550.00		\$ 546,350.00

NOTICE TO BIDDERS

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

**BID: CONTRACT NO. COS-PW-15-03
FY 15-16 SIDEWALK/ADA HANDICAP RAMPS 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 Thursday, May 5, 2016, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.

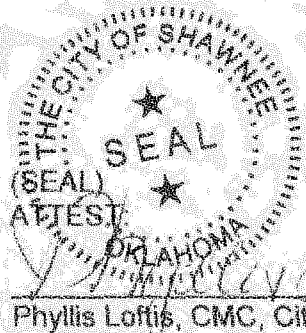
Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

**BID: CONTRACT NO. COS-PW-15-03
FY 15-16 SIDEWALK/ADA HANDICAP RAMPS PROJECT
(VARIOUS LOCATIONS)
May 16, 2016**

This project shall include construction of newly installed ADA handicap accessible ramps and removal of existing sidewalks in various locations. BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

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

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., Monday, May 16, 2016. The City of Shawnee reserves the right to reject any and all bids.



CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: Justin Erickson
Justin Erickson, City Manager

Project Mailing list
COS-PW-15-03
FY 15-16 SIDEWALK/ADA RAMPS 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 Ryliecrest
Balch Springs, Texas 75180-0579

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

Project Mailing list
COS-PW-15-03
FY 15-16 SIDEWALK/ADA RAMPS PROJECT

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

HD Supply
14701 E. 116 N
Owasso, Ok 74055

Heller Construction
PO Box 1438
Hot Springs, Arkansas 71902

Howard Construction
901 S. Spring Lane
Blanchard, OK 73010

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

J & S Dozer
1822 Elmgrove Road
Muskogee, Ok 74403

Jordan Contractors
123 S. Broadway
Tecumseh, Ok 74873

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

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

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

Kustom Krete
1901 Glenn Wood Dr.
Moore, OK 73160

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

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

MARKWELL PAVING COMPANY
P O BOX 82005
OKC OK 73148

McWane Pipe
10012 S. Maplewood Pl
Tulsa, OK 74137

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

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

Merryman Excavators
1501 Land Road
Woodstock, IL

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

Mike Little Construction
1901 N. Kickapoo
Shawnee, OK 74804

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

OBC Inc
PO Box 3817
Edmond, Ok 73083

Parathon Construction
PO Box 1287
Edmond, Ok 73083-1287

Pbx Corporation
PO Box 644
Sapulpa, Ok 74067

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

PIONEER ROCK
P O BOX 176
COMMERCE OK 74339

PM Construction
131 N. Richey
Pasadena, Texas 77506

Project Mailing list
COS-PW-15-03
FY 15-16 SIDEWALK/ADA RAMPS 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
Oklustee, OK 73560

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

TG Excavating
26016 E. Admiral Place
Catoosa, OK 74015

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

TJ Campbell
6900 S SUNNYLANE
OKC OK 73135

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

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

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

Trent Construction
2200 N. Luther Road
Harrah, Ok 73045

T T K CONSTRUCTION
P O BOX 3681
EDMOND OK 73083

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

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

Wee Construction Co
PO Box 263
Washington, OK 73093

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

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

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

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

Central Contracting
17301 South Sunny Lane
Norman, Ok 73071

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

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

Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850

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

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

Project Mailing list
COS-PW-15-03
FY 15-16 SIDEWALK/ADA RAMPS PROJECT

Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850

CMD
Attn: DOCUMENT PROCESSING
30 Technology Parkway South, Ste 100
Norcross, GA 30092

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

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-15-03
FY 15-16 SIDEWALK/ADA RAMPS PROJECT
(VARIOUS LOCATIONS)
(HAVE CONFIRMED RECEIPT OF ADDENDUM)

Business Name: RUDY CONSTRUCTION CO.
Contact: PHIL PRATT
Address: PO BOX 14575
OKC, OK 73113
Telephone: 405-478-9900
Fax: 405-478-9901
Cell:
E-Mail: PPRATT@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: 5/5/16 CK #62769

Business Name: PARATHON CONSTRUCTION
Contact: JIMMY SMITH
Address: PO BOX 1287
EDMOND, OK 73083
Telephone: 405-202-0643
Fax: 866-391-1572
Cell: 405-202-0643
E-Mail: PARATHONCONSTRUCTION@GMAIL.COM
Paid for & Picked Up Specs: 5/5/16 CH# 4312

Business Name: CP INTEGRATED SERVICES
Contact: JAY HUGHES
Address: 3007 NW 63RD ST.
OKC, OK 73120
Telephone: 405-732-0532
Fax: 405-242-6499
Cell: 405-627-7280
E-Mail: JAYHUGHES@COXINET.NET
Paid for & Picked Up Specs: 5/5/16 CREDIT

Business Name: ROOSTERTAIL CONSTRUCTION
Contact: ERIC SMITH
Address: 2825 NW 11TH
OKC, OK
Telephone: 405-243-6434
Fax: _____
Cell: _____
E-Mail: ROOSTERTAILCONSTRUCTION@YAHOO.COM
Paid for & Picked Up Specs: 4/29/16 CK #1010

Business Name: _____
Contact: _____
Address: _____

Telephone: _____
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: _____

Business Name: _____
Contact: _____
Address: _____

Telephone: _____
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: _____

Regular Board of Commissioners

11. b.

Meeting Date: 06/06/2016

Bids Concrete Sts Award

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Bids Rehab Concrete Sts Memo

Bids Rehab Concrete Sts Notice

Bids Rehab Concrete Sts Notice To List

Bids Rehab Concrete Sts Plan Holders List



MEMORANDUM

Date: June 2, 2016

To: Justin Erickson, City Manager

From: Rex Hennen, Assistant City Engineer 

**Re: Award Recommendation for FY 15-16 Rehab Concrete Streets Project
Contract No. COS-PW-15-04**

Bids were opened for the FY 15-16 Rehab Concrete Streets Project at the May 16, 2016 City Commission meeting. Two bids were received and are tabulated in the attached Bid Tabulation file. The lowest bid was at \$337,750.00 and the highest bid was \$470,850.00.

Staff has reviewed and analyzed the bid prices of the bids received, and find that the lowest and best bid received was from Parathon Construction in the amount of \$337,750.00.

Parathon Construction is a qualified, experienced company and has done good work for Shawnee on past projects including the FY 14-15 Sidewalk/ADA Ramps Project, the Avedis Trails along Bryan and Independence Streets, and the Safe Routes to Schools Sidewalk Project north of the Shawnee Middle School. Staff recommends Parathon Construction to be awarded the FY 15-16 Rehab Concrete Streets Project.

Available funding for the project is to be from the 302 Street Fund.

If you have any questions or need additional information, please let us know.

COS-PW-15-04
FY 15-16 REHAB CONCRETE STREETS PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	PARATHON CONSTRUCTION UNIT PRICE	PARATHON CONSTRUCTION TOTAL	GCC ENTERPRISES LLC UNIT PRICE	GCC ENTERPRISES LLC TOTAL
1	202 (C)	UNCLASSIFIED EXCAVATION	800	C.Y	\$ 15.00	\$ 12,000.00	\$ 24.00	\$ 19,200.00
2	230 (A)	SOLID SLAB SODDING	500	S.Y.	\$ 4.50	\$ 2,250.00	\$ 4.00	\$ 2,000.00
3	303	AGGREGATE BASE	1,100	TONS	\$ 35.00	\$ 38,500.00	\$ 24.00	\$ 26,400.00
4	414 (B)	6" CONCRETE PAVING {H.E.S.}	4,000	S.Y.	\$ 47.50	\$ 190,000.00	\$ 60.00	\$ 240,000.00
5	619 (B)	CONCRETE PAVEMENT REMOVAL	4,000	S.Y.	\$ 12.00	\$ 48,000.00	\$ 29.00	\$ 116,000.00
6	619 (C)	SAW CUTTING EXIST. PAVING	6,000	L.F.	\$ 2.00	\$ 12,000.00	\$ 4.00	\$ 24,000.00
7	800	TRAFFIC CONTROL	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 12,500.00	\$ 12,500.00
8	609 (A)	6" INTEGRAL CURB	750	L.F.	\$ 30.00	\$ 22,500.00	\$ 17.00	\$ 12,750.00
9		BONDS AND INSURANCE	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 18,000.00	\$ 18,000.00
TOTAL AMOUNT OF BASE BID						\$ 337,750.00		\$ 470,850.00

NOTICE TO BIDDERS

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

**BID: CONTRACT NO. COS-PW-15-04
FY 15-16 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 Thursday, May 5, 2016, at 10:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.**

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

**BID: CONTRACT NO. COS-PW-15-04
FY 15-16 REHAB CONCRETE STREETS PROJECT
(VARIOUS LOCATIONS)
May 16, 2016**

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., **Monday, May 16, 2016**. 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-15-04
FY 15-16 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
McCloud, OK 74851

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

Eagle Vision Construction
PO Box 1225
Shawnee, OK 74802

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

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

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

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

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

Project Mailing list
COS-PW-15-04
FY 15-16 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-15-04
FY 15-16 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

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

Project Mailing list
COS-PW-15-04
FY 15-16 REHAB CONCRETE STREETS PROJECT

Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850

CMD
Attn: DOCUMENT PROCESSING
30 Technology Parkway South, Ste 100
Norcross, GA 30092

Benchmark Enterprises
Becky Wagon
PO Box 140121
Broken Arrow, OK 74014

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-15-04
FY 15-16 REHAB CONCRETE STREETS PROJECT
(VARIOUS LOCATIONS)
(HAVE CONFIRMED RECEIPT OF ADDENDUM)

Business Name: GCC ENTERPRISES INC.
Contact: TONY MCDONALD
Address: 1601 VALLEY VIEW LN.
DALLAS, TX 75234
Telephone: 405-612-8400
Fax: 405-478-9901
Cell: _____
E-Mail: TMCDONALD@GCCENTERPRISE.COM
Paid for & Picked Up Specs: 5/5/16 CK #1045

Business Name: PARATHON CONSTRUCTION
Contact: JIMMY SMITH
Address: PO BOX 1287
EDMOND, OK 73083
Telephone: 405-202-0643
Fax: 866-391-1572
Cell: 405-202-0643
E-Mail: PARATHONCONSTRUCTION@GMAIL.COM
Paid for & Picked Up Specs: 5/5/16 CH# 4312

Business Name: CP INTEGRATED SERVICES
Contact: JAY HUGHES
Address: 3007 NW 63RD ST.
OKC, OK 73120
Telephone: 405-732-0532
Fax: 405-242-6499
Cell: 405-627-7280
E-Mail: JAYHUGHES@COXINET.NET
Paid for & Picked Up Specs: 5/5/16 CREDIT

Regular Board of Commissioners**11. c.**

Meeting Date: 06/06/2016

Bids Asphalt Sts Open

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Bids Rehab Asphalt Sts Notice

Bids Rehab Asphalt Sts Notice to List

Bids Rehab Asphalt Streets Plan Holders2

NOTICE TO BIDDERS

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

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

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

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

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

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

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

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



Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: _____

Justin Erickson
Justin Erickson, City Manager

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

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

ACE PAVING & CONSTRUCTION INC
NBU 8108
PRAGUE OK 74864

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

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

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

Austin Paving
PO Box 2707
Stillwater, OK 74076

Bishop Paving
PO Box 1334
OKC,OK 73101

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

Christian Construction Company
20125 180th Street
Purcell, OK 73080

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

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

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

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

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

CP3 Enterprises
13112 NS 3500
Maud, Oklahoma 74854

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

Davenport Construction
6001 N. Horseshoe Bend
Edmond, Ok 73034

DOLESE
20 N W 13TH
OKLAHOMA CITY OK 73103

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

DTH Construction
35603 Moccasin Trail
McCloud, OK 74851

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

Eagle Vision Construction
PO Box 1225
Shawnee, OK 74802

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

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

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

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

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

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

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

HD Supply
14701 E. 116 N
Owasso, Ok 74055

Heller Construction
PO Box 1438
Hot Springs, Arkansas 71902

Howard Construction
901 S. Spring Lane
Blanchard, OK 73010

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

J & S Dozer
1822 Elmgrove Road
Muskogee, Ok 74403

Jordan Contractors
123 S. Broadway
Tecumseh, Ok 74873

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

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

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

Kustom Krete
1901 Glenn Wood Dr.
Moore, OK 73160

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

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

MARKWELL PAVING COMPANY
P O BOX 82005
OKC OK 73148

McWane Pipe
10012 S. Maplewood Pl
Tulsa, OK 74137

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

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

Merryman Excavators
1501 Land Road
Woodstock, IL

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

Mike Little Construction
1901 N. Kickapoo
Shawnee, OK 74804

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

OBC Inc
PO Box 3817
Edmond, Ok 73083

Parathon Construction
PO Box 1287
Edmond, Ok 73083-1287

Pbx Corporation
PO Box 644
Sapulpa, Ok 74067

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

PIONEER ROCK
P O BOX 176
COMMERCE OK 74339

PM Construction
131 N. Richey
Pasadena, Texas 77506

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

RUDY CONSTRUCTION CO.
P O BOX 14575
OKC OK 73113

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

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

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

Shoestring Enterprises LLC
PO Box 390
Olustee, OK 73560

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

TG Excavating
26016 E. Admiral Place
Catoosa, OK 74015

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

TJ Campbell
6900 S SUNNYLANE
OKC OK 73135

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

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

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

Trent Construction
2200 N. Luther Road
Harrah, Ok 73045

T T K CONSTRUCTION
P O BOX 3681
EDMOND OK 73083

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

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

Wee Construction Co
PO Box 263
Washington, OK 73093

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

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

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

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

Central Contracting
17301 South Sunny Lane
Norman, Ok 73071

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

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

Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850

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

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

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

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

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

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

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

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

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

Regular Board of Commissioners**11. d.**

Meeting Date: 06/06/2016

Bids Yaghnee Addition Open

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Sale of Lot 5 and Lot 6, Yaghnee Addition (Open)

Attachments

Bids Yaghnee Notice

BidPacket2

PUBLIC NOTICE

SALE OF SURPLUS PROPERTY

CITY OF SHAWNEE

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

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

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

Information is also available at www.shawneeok.org

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

Publish: Shawnee News-Star, May 1, May 8, May 15



PUBLIC NOTICE OF ACCEPTANCE OF SEALED BIDS

Lot 5 and Lot 6 Yahgnee Addition (Phase 1)

*****Lots Sold Together*****

INSTRUCTIONS TO BIDDERS

Bids must be submitted to the City of Shawnee, according to the following instructions:

1. The City of Shawnee invites bids submitted on the form attached hereto (Page 3). All blanks must be appropriately filled in and failure to do so may render the bid non-responsive.
2. Each bidder represents that:
 - a. They have read and understand the bidding documents and have consulted advisors, attorneys or other experts to the extent they deem necessary;
 - b. Their bid is based upon "as-where, as-is" condition of the property; and
 - c. They shall be prepared to finalize and close the transaction within 30 days of the City acceptance of the bid (bid award by City Commission).
3. All bid documents shall bear an original signature and be enclosed and sealed in an envelope. All bids must be clearly marked as "Bid: Lots 5-6, Yahgnee Addition" along with the name and address of the bidder.
4. A completed non-collusion affidavit (attached) shall be included with each bid.
5. All bids shall be filed in duplicate, one with the City Clerk and one with the City Manager.
6. The City Commission may accept or reject any bid for any reason.
7. A minimal bid (reserve) has been set at \$300,000.

PROPERTY DETAILS

Size	Lot 5: 1.12 acres Lot 6: 1.45 acres (plat recorded: Inst. #200500015031)
Location	East of Highway 18 (Harrison), along Transportation Parkway (see map below)
Legal Description	Lots 5 and 6, Yahgnee Addition (Phase 1) being a part of the NW ¼ of Section 32, Township 11 North, Range 4 East, I.M.
Plat	Yahgnee Addition (Phase 1)
Zoning	Commercial Uses Permitted (part of PUD) Contact Planning Department for more information
Floodplain	Not in mapped FEMA floodplain
Sewer	There is an 8-inch public sewer line located on the southern portion of Lot 6
Water	There is a 6-inch public water line located in the northern right-of-way on Lot 5 and Lot 6
Street Access	The property fronts upon dedicated public streets

See attached documents for additional information:

1. Copy of recorded plat: Yahgnee Addition, Phase 1
2. Location map

BID FORM

Lot 5 and Lot 6 Yahgnee Addition – Phase 1 (sold together)

Bidder (name): _____

Address: _____

Phone/Email: _____

BID AMOUNT: \$ _____

Bids must be submitted by **4:00 PM on June 6, 2016**, with one submittal to each location:

City Manager
Shawnee City Hall, Suite 239
16 W. 9th
Shawnee, OK 74801

City Clerk
Shawnee City Hall, Suite 212
16th W. 9th
Shawnee, OK 74801

See Instructions to Bidders (Page 1) and ensure compliance with all submittal requirements.

Conditions of Sale:

1. Fees and Costs. The City, at its expense, will prepare and record a Quit Claim or Warranty Deed for the Buyer. All other fees and costs to be paid by buyer.
2. Closing. The closing of this transaction shall be held at the earliest practical date consistent with the terms and conditions herein. However, closing shall be held no later than 30 business days from the date of Bid Award by the City Commission.
3. Possession. Possession of the property shall be given to the buyer at the close of sale.
4. As-Is Sale of Property. Seller is selling the property in a "as is, where is" condition and buyer assumes any all liability associated with the property. Buyer acknowledges that the seller has made no representations or warranties regarding the condition of the property or its use for any purpose.
5. Agents, Commissions, Professional Advice. If the buyer is represented by a real estate broker or other person to whom a commission is owed in connection with this transaction, the buyer shall bear that cost alone.
6. Acceptance. Buyer's signature herein constitutes an offer to Seller to purchase the property herein. By his/her signature below, Buyer acknowledges receipt of a copy hereof.

Buyer

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____ }
COUNTY OF _____ } SS:

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the CONTRACTOR to submit the attached Proposal. Affiant further states that the CONTRACTOR has not been a party to any collusion among the Proposers in restraint of freedom of competition by agreement to Propose at a fixed price or to refrain from submitting a Proposal; or with any City official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between the Proposers and any City official concerning exchange of money or other thing of value for special consideration in the awarding of a contract; that the undersigned/Proposer has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this Proposal.

FIRM NAME

By: _____

Sworn before me this _____ day of _____, 20____

Notary Public

My commission expires _____

FINAL PLAT PHASE 1
YAHGNEE ADDITION
A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER
OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 4 EAST I.M.,
SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DECLARATION

KNOW ALL MEN BY THESE PRESENTS,
That YAHGNEE, L.L.C., an Oklahoma Corporation,
does hereby certify that it is the owner of said lot only
person, firm, or corporation having any right, title, or interest
in and to the land shown on the annexed plat, and that it has
caused the same to be surveyed and plotted, and that it hereby
declares that the annexed plat shows herein to the public, for the
purpose of utilities for their lines, easements, administration,
succession, and assigns forever, and that it has caused the same to
be released from all encumbrances so that the title is clear,
except as shown in the annexed plat.

In Witness Whereof, the undersigned have caused this instrument to
be executed this 11th day of September, 2005.
Consent, ratification and ratification for this addition are
contained in a separate instrument.

YAHGNEE, L.L.C.
AN OKLAHOMA CORPORATION

[Signature]
PRESIDENT

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE) ss.

The foregoing instrument was acknowledged before me this 11th day of
September, 2005.

My Commission Expires:
Aug. 9, 2007
11/23/2006

[Signature]
Notary Public

OWNER'S CERTIFICATE AND DECLARATION

KNOW ALL MEN BY THESE PRESENTS,
That LADAM INC., an Oklahoma Corporation,
does hereby certify that it is the owner of said lot only
person, firm, or corporation having any right, title, or interest
in and to the land shown on the annexed plat, and that it has
caused the same to be surveyed and plotted, and that it hereby
declares that the annexed plat shows herein to the public, for the
purpose of utilities for their lines, easements, administration,
succession, and assigns forever, and that it has caused the same to
be released from all encumbrances so that the title is clear,
except as shown in the annexed plat.

In Witness Whereof, the undersigned have caused this instrument to
be executed this 11th day of September, 2005.
Consent, ratification and ratification for this addition are
contained in a separate instrument.

LADAM INC.
AN OKLAHOMA CORPORATION

[Signature]
PRESIDENT

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE) ss.

The foregoing instrument was acknowledged before me this 11th day of
September, 2005.

My Commission Expires:
5-3-2008

[Signature]
Notary Public

LAND SURVEYOR'S CERTIFICATE

I, Linda F. Chen, Registered Land Surveyor hereby certify that the annexed
plat of Yahgnee Addition, an addition to the City of Shawnee, Pottawatomie
County, Oklahoma, correctly represents a careful survey made under my
supervision and my measurements show thereon actually and that the
positions are correctly shown. I further certify that this plat complies with
the requirements of Section 11, Title 11, Section 41-105.

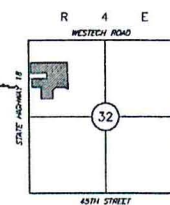
[Signature]
Linda F. Chen, P.L.S. #1424

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE) ss.

The foregoing instrument was acknowledged before me this 11th day of
September, 2005.

My Commission Expires:
5-3-2008

[Signature]
Notary Public



LOCATION MAP
SCALE: 1" = 2000'

LEGEND

- U/L - UTILITY EASEMENT
- D/L - DRAINAGE EASEMENT
- B/L - BUILDING LINE
- (+) BENCHMARK
- (*) BENCHMARK

THE FOLLOWING EASEMENTS ARE PART OF THIS PLAT

THE FOLLOWING ARE EASEMENTS THAT APPLY TO
THE PROPERTY BUT A VULNERATION DOES NOT
SHOW ANY LINES CONCERNING THE SUBJECT EASEMENTS.

CANADIAN VALLEY ELECTRIC COOPERATIVE, INC. BOOK 2138,
PAGE 248
STANBURY PIPE LINE CO. BOOK 183, PAGE 211
BOWMAN PIPE LINE CO. BOOK 183, PAGE 211

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BOOK 247, PAGE 805

BONDED AFFIDAVIT OF CERTIFICATE

The undersigned, a duly qualified and bonded notary public for Pottawatomie County, State
of Oklahoma, hereby certifies that according to the records of said County, the
land shown on the annexed plat of Yahgnee Addition, an addition to the City of
Shawnee, Pottawatomie County, Oklahoma, appears to be valid in Pottawatomie
County, Oklahoma, and that the same is not subject to any lien or claim of any
kind, mortgage, taxes and other encumbrances, EXCEPT all, gas and other mineral
rights and interests which have been previously conveyed and recorded and
separate mortgages of record.

DECEASED at Shawnee, Pottawatomie County, State of Oklahoma, on this 11th day of
September, 2005.

ATTEST: FIRST AMERICAN TITLE & TRUST COMPANY

[Signature] Asst. Secretary
[Signature] Vice-President

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE) ss.

The foregoing instrument was acknowledged before me this 11th day of
September, 2005.
In presence of *[Signature]* Vice-President of AMERICAN TITLE & TRUST
COMPANY, an Oklahoma Corporation, on behalf of the Corporation.

My Commission Expires:

5-2-07

[Signature]
Notary Public

COUNTY TREASURER'S CERTIFICATE

I, Michael Prosser, do hereby certify that I am the duly elected, qualified and
acting County Treasurer of Pottawatomie County, State of Oklahoma, and that the
taxes on said County have all been paid for the year 2005, and prior
years on the land shown on the annexed plat, and that the required statement
of the County Treasurer has been filed with the County Treasurer's Office
on or before the 15th day of September, 2005.

IN WITNESS WHEREOF, I, the County Treasurer, have caused this instrument to be
executed at the City of Shawnee, Oklahoma, this 11th day of September, 2005.

[Signature]
County Treasurer

CITY PLANNING COMMISSION APPROVAL

I, John Hult, Chairman of the City Planning Commission for the City of
Shawnee, State of Oklahoma, hereby certify that the said Commission has
approved the annexed plat on this 11th day of September, 2005.

[Signature]
Chairman

ACCEPTANCE OF DEDICATION OF CITY COUNCIL

BE IT RESOLVED BY THE Council of the City of Shawnee, Oklahoma, that the
dedications shown on the annexed plat are hereby accepted. Adopted by the
Council of the City of Shawnee, Oklahoma, this 11th day of September, 2005.

ATTEST: CITY OF SHAWNEE, OKLAHOMA

[Signature] City Clerk
[Signature] Mayor

CERTIFICATE OF CITY CLERK

I, Diana Hult, City Clerk of the City of Shawnee, State of Oklahoma,
hereby certify that I have examined the records of said City and find that as
required by law, no unpaid taxes or other encumbrances have been
paid in full and that there is no special assessment pending or pending
against the land shown on the annexed plat on this 11th day of
September, 2005.

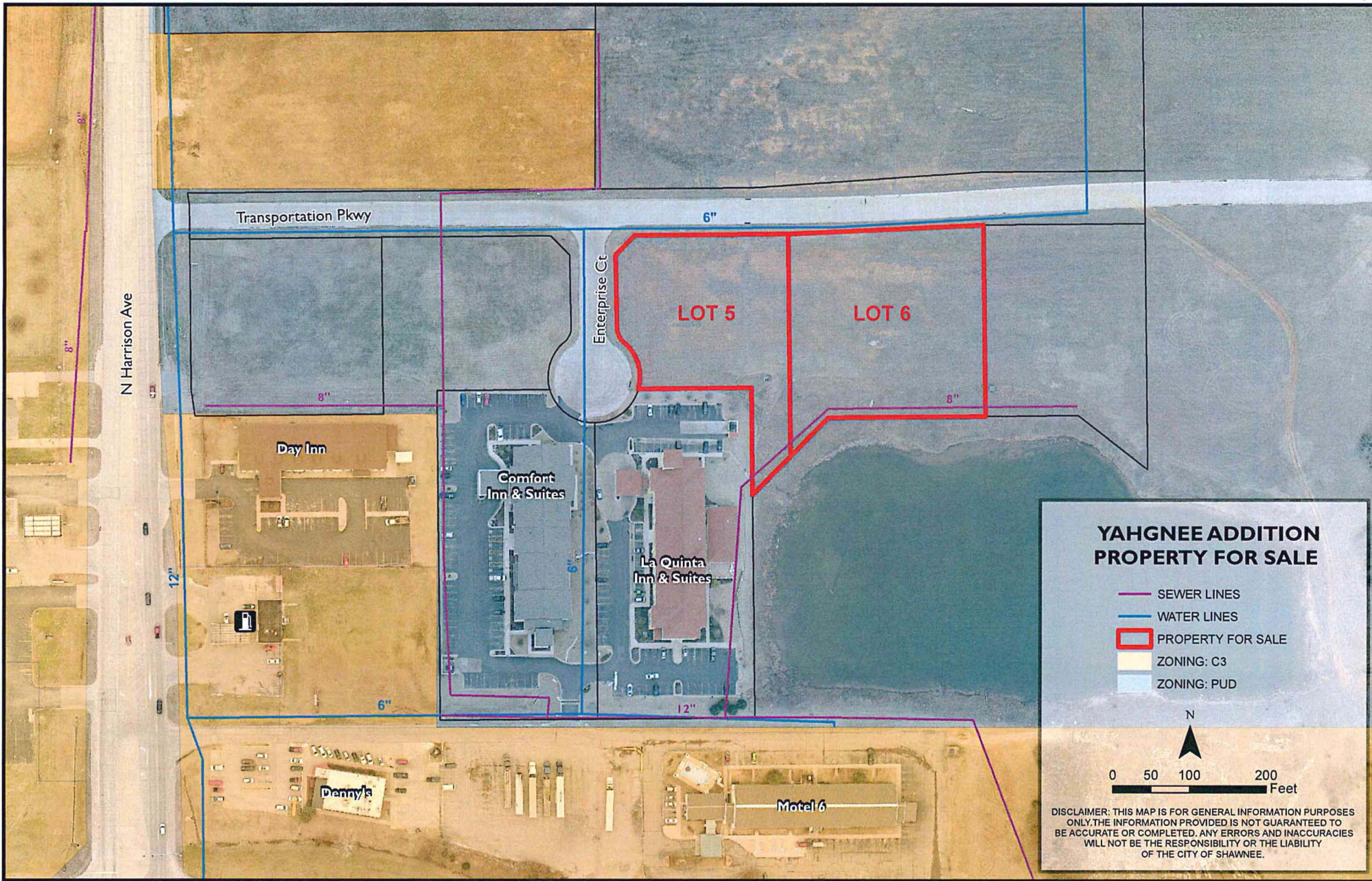
[Signature]
City Clerk

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NW 1/4 OF SECTION 32, T11N-R4E OF THE BOWMAN MERIDIAN,
POTTAWATOMIE COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 174.17 FEET
SOUTH 1/4 AND 81.80 FEET WEST 1/4 OF THE NW 1/4, S40 POINT
BEARING ON THE EAST BOUNDARY LINE OF STATE HIGHWAY NO. 10, THENCE NORTH 71° 14' 10" E
DISTANCE OF 174.17 FEET; THENCE SOUTH 71° 14' 10" E DISTANCE OF 81.80 FEET; THENCE
NORTH 71° 14' 10" E DISTANCE OF 115.17 FEET; THENCE SOUTH 71° 14' 10" E DISTANCE OF 253.00 FEET;
THENCE SOUTH 71° 14' 10" E DISTANCE OF 410.00 FEET; THENCE NORTH 71° 14' 10" E DISTANCE OF
410.00 FEET; THENCE NORTH 71° 14' 10" E DISTANCE OF 115.17 FEET; THENCE SOUTH 71° 14' 10" E
DISTANCE OF 253.00 FEET; THENCE NORTH 71° 14' 10" E DISTANCE OF 81.80 FEET; THENCE
SOUTH 71° 14' 10" E DISTANCE OF 174.17 FEET TO THE POINT OF BEGINNING,
CONTAINING 32.00 ACRES MORE OR LESS.

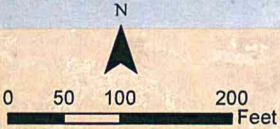
THIS PLAT OF SURVEY MEETS THE
REQUIREMENTS OF THE
POTAWATOMIE COUNTY PLANNING
COMMISSION AND THE
CITY OF SHAWNEE, OKLAHOMA
FOR THE PURPOSE OF RECORDING FOR
PROFESSIONAL PURPOSES AND LAND
SURVEYS.

LANDER BUILDING & ASSOCIATES 303 EAST 30TH STREET, SHAWNEE, OK 74804 405-275-5730 CITY OF SHAWNEE, OKLAHOMA P.O. BOX 900, SHAWNEE, OK 74805		YAHGNEE ADDITION SHAWNEE, OKLAHOMA	
DATE: 01/28/05	FILE: 01/15/05	DECEASED: LFO	BOOK: 247



**YAHGNEE ADDITION
PROPERTY FOR SALE**

- SEWER LINES
- WATER LINES
- PROPERTY FOR SALE
- ZONING: C3
- ZONING: PUD



DISCLAIMER: THIS MAP IS FOR GENERAL INFORMATION PURPOSES ONLY. THE INFORMATION PROVIDED IS NOT GUARANTEED TO BE ACCURATE OR COMPLETED. ANY ERRORS AND INACCURACIES WILL NOT BE THE RESPONSIBILITY OR THE LIABILITY OF THE CITY OF SHAWNEE.

Regular Board of Commissioners

12. a.

Meeting Date: 06/06/2016

Bryce Admin Rpt

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

James Bryce, Director of Operations – Mosquito Spraying Regimen

Attachments

No file(s) attached.

Regular Board of Commissioners

13.

Meeting Date: 06/06/2016

CM Report

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Report

Attachments

City Manager Report

City Manager Report

May 2016



City Manager May Highlights

Avedis Health Week

The second annual Avedis Health Week was held May 21-May 28. Participants engaged in a wide variety of healthy activities and thousands of individuals participated. Thank you Avedis!

Wayfinding

City staff participated in review of the draft Wayfinding Plan during the week of May 31. The FY 16-17 budget will include a rollover of \$150,000 for signage. The plan should be complete by July and signs will be installed in late-summer and fall.

HUD Meeting

The U.S. Department of Housing and Urban Development (HUD) hosted a Community Roundtable on May 3, 2016 at 9:00 AM at the Shawnee EXPO. HUD is working on a community needs assessment for the City and have been working closely with Shawnee Urban Renewal Authority staff. Attendance was excellent and included City, Tribal, State, and local agency and nonprofit representation. A follow-up meeting will be scheduled soon.

Workshop/Planning Session Update

Hotel/Motel Tax. At the City Commission workshop held on March 25, the possibility of an increase in the occupancy tax was discussed. The primary purpose of the increase would be to fund capital improvements at the EXPO. In order to add this to the November 8 election, the City Commission would need to consider the matter at their July 18 or August 1 meeting.

Tourism Center Property. The City Commission declared the property surplus on April 18 and authorized staff to solicit bids. A minimum bid of \$300,000 was established. Bids are due June 6 and will be opened at the City Commission meeting.

Miscellaneous

- City staff and some commission members attended the Pottawatomie County Museum Groundbreaking on May 17.
- The "Shawnee Splash" Aquatic Center opened on May 21.
- City vehicles (with the exception of Police/Fire/Emergency Management) have been branded with the new City logo.

Meetings and Noteworthy Items

City Commission – June 6, June 20

Planning Commission – June 1, July 6

Beautification Meeting – June 9

Traffic Commission – June 28

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

Other Important Dates

A Tribute to America's Combat Artists and Fighting Forces - Mabee Gerrer Museum: 5/21-8/21

Third Friday Downtown Block Party: June 17

Juneteenth Celebration and Parade- June 17 – 18

Shawnee Trail Days: June 18 (www.seffshawnee.org)

Other Events:

www.visitshawnee.com/Calendar

Board Openings

Beautification Committee

Zoning Board of Adjustment

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

Reminder: The 4th of July Glory Days event has been combined with Trails Days (this festival occurs in downtown Shawnee). The fireworks display will occur on Saturday, June 18 and will be viewable from downtown.

City Manager Report

May 2016



EXPO Operations

The International Finals Youth Rodeo will be held July 10-16. For more information, please see: www.ifyr.com

The new stadium lights were installed in May.

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

OTHER UPDATES BY DEPARTMENT

Finance/Treasurer Report

Sales Tax. Sales tax received for the month of May was presented at the May 16 City Commission meeting. May sales tax collection was \$1,493,399.

Debt registers are emailed to the City Commission biweekly. Additional information and details provided to the City Commission at the second meeting of every month.

Shawnee Municipal Authority

Water Levels. With recent rains, the Shawnee Twin Lakes and Wes Watkins are at or above normal pool level. The City is well positioned for peak summer use.

Master Plan Implementation. In 2014, SMA completed 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.

Staff will seek permission from the City Commission on June 6 to solicit (via a RFQ – Request for Qualifications) for one or more qualified engineers to undertake the short-term Master Plan projects. The RFQ is for a qualified Engineering firm to provide engineering services related to specific water and wastewater projects located at the Shawnee Water Treatment Plant (WTP), Shawnee South Wastewater Treatment Plant (South WWTP) and Shawnee North Wastewater Treatment Plant (North WWTP). The selected firm will be responsible for preparing all necessary documents related to the planning, design, permitting, and bidding of the water and wastewater system facilities as described in further detail in the RFQ. In addition, the selected firm will assist the SMA with the bidding, contracting and construction administration of the project(s). Furthermore, the SMA may include resident inspection services during construction of the project(s).

Pipe Bursting. Pipe bursting is one component of the Master Plan that has been actively implemented. Latest counts for pipe bursting for the year are as follows: Total Pipe Installed: 8-inch: 11,243 feet; 10-inch: 771 feet; 12-inch: 1,497 feet. Total Service Lines: 114. Total Manholes: 4

City Manager Report

May 2016



Recycling. Central Disposal reports that as of last count, the Citywide recycling participation rate was over 35%, which is above the national average.

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

Operations Department

Red Cedar Eradication. The Parks Department with support from SMA removed all red cedar trees from Don Collins Park located at Shawnee Lake No. 1. A total of 50 trees were removed over a two-day period. Additional removals at other locations will be evaluated in fall 2016.

Lake Maintenance Building. The Lake Maintenance Building is complete, staff is asking Commission to accept the project on June 6.

Auditorium HVAC Design. This project has been awarded and the notice to proceed handed out. Staff is working with the contractor on the construction schedule so work should start soon. The project was awarded to Jim Cooley Construction, LLC. In the amount of \$555,175.00.

Library HVAC Repair. The cooling tower and the heat pump circulation system is in bad need for repair. The cooling tower that is on the roof has been patched to keep it from leaking and the circulation system is PVC and when it gets hot the joints come apart dumping water into the Library. Staff is working on specs to bid out both projects.

Engineering and Streets

Union Street Sidewalk. Bids were received on the Union Street Sidewalk Project on April 18, 2016. The City Commission awarded the contract on May 2 to Parathon Construction of Edmond in the amount of \$188,201. This project is a combined effort between Shawnee Public Schools, the City and the Avedis Foundation. The City is providing engineering, bidding and construction management services at no cost in exchange for Shawnee Public Schools paying for the physical construction of the sidewalk. Shawnee Public Schools received a grant from the Avedis Foundation that is covering the sidewalk project and additional recreational and Middle School improvements. The sidewalk is expected to be completed in time for the first day of school in August. Construction has already started.

Downtown Streetscape. Project awarded to CGC, LLC in the bid amount of \$3,156,371.50. Construction on Phase I started January 19. All water line and storm sewer improvements have been installed. Curb and gutter, including tree bump outs have been placed, and mainline paving placed. Broadway intersection completed and opened to traffic, and Beard Street intersection closed April 26 while intersection is being completely reconstructed. Phase I was given 120 days to complete and was to be completed by May 18, 2016. However, due to all the rains we have received, the project has been delayed. Phase I completion could occur by the third week of June, weather permitting.

City Manager Report

May 2016



Kickapoo South. The City and ODOT approved a Project Agreement February 2016 (Resolution #6507). Estimated construction cost of the project from the Spur to Farrall is at \$17,021,745 (including waterline relocation, construction admin and inspection). The City will be responsible for only the water line costs estimated at \$1.7 million and the right-of-way (ROW) acquisition costs, yet to be determined. Engineering design of project is approximately 80% complete, with ROW plans needing to be finalized. Anticipate receiving ROW plans and documentation by August 2016, and City will begin acquisition in September 2016. Upon acquiring parcels, City will cause the utility companies to begin relocations of their facilities that are in conflict with construction. Bid letting and construction of project may be able to proceed by July 2017.

Planning Department

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

Transportation Alternatives Program. Staff completed application to ODOT in March in regards to their TAP Grant opportunity which, if approved, will provide an excellent source of supplemental funding for additional sidewalks in Shawnee. Staff is awaiting response from ODOT to continue through the process. The Avedis Foundation has agreed to provide matching funds equal to ten percent of the project cost. The proposed sidewalk would bridge a critical missing gap along MacArthur Street east of Harrison.

Zoning Code Updates/Planning Commission. The City Commission approved an ordinance change on May 16 that will help facilitate additional residential development in downtown Shawnee. Ground floor residential uses are currently allowed within the Central Business District (C-4) outside of the Downtown Core District (and on the second floor of buildings within). The new ordinance will allow for ground floor residential uses within the Downtown Core District, by Conditional Use Permit (CUP), subject to other certain requirements.

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

Staffing. The Department has filled both Assistant Code Inspector (Residential) positions and is now at full staff. As such, permit review and inspections times meet or exceed all standards.

Fire Department

Station 2 Rehab/Renovation. Work continues on this project. Fritz Baily submitted the first draft of the floor plan and elevation and staff is currently working with them to make needed revisions. The basic layout is in place, we are now working on minor details to maximize functionality. Fritz Baily will re-submit an updated version of the floor plan and elevation in early June. An updated estimate of completion date for construction drawings should be available by next month's report.

Replacement Engine 3. The former Engine 1 (1989 FMC pumper) was declared surplus by the commission during the May 16 meeting. It will be listed on www.publicsurplus.com by June 10th.

City Manager Report

May 2016



Hydrant Flow Testing (ISO requirement). This project continues as scheduled and is now roughly 80% complete. Crews are now working on hydrants between Kickapoo & Harrison streets and will continue working east until all non-private hydrants have been flow tested. Once that is complete, we will work to secure hold-harmless agreements with local property owners who have private hydrants that will allow us to flow test those.

Captain Promotional Process. We currently have one open position for Captain due to the recent promotion of Battalion Chief Tom Larman. We have 10 qualified candidates who will go through the 3-day assessment process starting on Tuesday, June 7. A top candidate should be selected by Friday, June 10th to fill the open position. The remaining candidates who pass the written test will be placed on a list in order of finish to fill any Captain vacancies that may occur within the next year.

Station 3 Flooring Replacement (Upstairs). The tile flooring in the upstairs portion of Station 3 has now been replaced. Crews are still using the basement for living quarters while the walls are re-painted and ceiling tile is replaced. This project should be complete by June 10.

Police Department

Administrative. Officers worked with Highway Patrol, County, and Tribal agencies to conduct checkpoints during Memorial Day weekend. Met with District Attorney's Council on VOCA Grant may have approval by the end of June. In other news, Lt. Rodney Taylor was promoted to Deputy Chief after panel interviews.

Patrol. Currently processing new officer applicants to fill empty positions. One officer in CLEET and two officers in field training. Police Chaplain Program up and running. Processing two chaplain applications at this time.

Criminal Investigations Division. Assisted Tecumseh and Lincoln County with processing digital forensic evidence. Worked with County to solve 20 year old fugitive case.

Animal Welfare. Currently processing ACO applicants to fill open position. Hosted photography class for animal shelters to process better images of adoptable animals. Contractor should be starting expansion work at shelter soon.

Dispatch. Three new dispatchers are moving along quickly in their training process. We will soon be able to designate a dispatcher for McCloud calls.

Shawnee Regional Airport

Advisory Board. The Shawnee Airport Advisory Board May meeting was cancelled.

Update on Construction Projects. Final Inspection for FAA-AIP-3-0040-0088-16-2015 AWOS, Apron lights, and Beacon project and OAC SNL-16-FS Apron hard-stand project are scheduled for June 6.

City Manager Report

May 2016



Other Highlights:

- The Oklahoma Department of Public Safety is requesting to use the Shawnee Regional Airport as a temporary emergency operation location in case primary locations are unavailable.
- Public comments regarding FAA study of ILS decommissioning are to be submitted to 9-NATL-CSA-Public-Notice-Airspace@faa.gov by July 1, 2016.



Regular Board of Commissioners

16.

Meeting Date: 06/06/2016

Enter Exec Session 911

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.

Regular Board of Commissioners

17.

Meeting Date: 06/06/2016

Consider Exec Session 911

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.
