

AGENDA
BOARD OF CITY COMMISSIONERS
June 5, 2017 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 14.
 - b. Minutes from the May 16, 2017 regular meeting and May 18, 2017 Special Call meetings.
 - c. Budget Amendment – Fund 104
To amend the budget for the Expo Center renovations from sale of property
 - d. Lake Lease Renewals/Transfers:

TRANSFERS:
Lot 5 Johnston Tract, 16712 Magnino Road
From: Lora Davis
To: Lora Davis and James Hunter

Lot 1 Coffman Tract, 15407 Perry Road
From: Stanley and Jacqueline Mills
To: Raymond and Jennifer Burrell

Lot 12 Eckel Tract, 15105 Eckel Road
From: Peggy Downey
To: Frank and Mary Sims
 - e. Acknowledge the Central Disposal Contract for FY 2017-2018.
 - f. Acknowledge receipt of Pioneer Library System Budget for July 1, 2017 through June 30, 2018.
 - g. Approve renewal of the following agreements for FY 2017-2018:

1. Pottawatomie County District Court to establish, develop and implement programs for juvenile misdemeanor offenders.
 2. Fingerprint Service for The Housing Authority of the City of Shawnee.
 3. Agreement with South Central Industries, Inc. for Right-of-Way Maintenance Services.
 4. Pottawatomie Independent School District No. 93 for maintenance of tennis courts.
 5. Project H.E.A.R.T., Inc. for providing meals to elderly persons.
 6. Agreement with Pottawatomie Independent School District No. 93 to provide police officers for Shawnee High School and Middle School.
 7. Contract with Stuart & Clover, PLLC for City Attorney services.
 8. Agreement with City of McLoud for dispatch services.
- h. Approve Community Service Contract Review Committee Recommendations for Fiscal Year 2017-2018:
1. Consider entering into a contract with Historical Shawnee Alliance for FY 2017-2018.

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

RECOMMENDATION: To renew contract for FY 2017-2108 in the amount of \$108,000.00.
 3. Consider renewal of contract with Shawnee Economic Development Foundation for FY 2017-2018.

RECOMMENDATION: To renew the contract for FY 2017-2018 in the amount of \$231,000.00; if the merger between Shawnee Economic Development Foundation and Shawnee Chamber of Commerce occurs then the contract amount is increased an additional \$50,000.00.
 4. Consider renewal of the contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit for FY 2017-2018.

RECOMMENDATION: To renew the contract for FY 2017-2018 in the amount of \$60,000.00 contingent upon proof of insurance documentation being provided.
 5. Consider renewal of the contract with Safe Events for Families for FY 2017-2018.

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

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

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

2. Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)
3. Presentation by Michelle Briggs, President/CEO of the Avedis Foundation regarding a matching grant for recreation.
4. Presentation by Junior Service League of Shawnee regarding Wayfinding sponsorship.
5. Presentation by Visit Shawnee, Inc. regarding Wayfinding signage funding.
6. Public hearing for Fiscal Year 2017-2018 budget.
7. Consideration of a resolution to adopt the Shawnee Strategic Plan.
8. Consider a resolution approving renewal of a certain lease agreement with Motorola Credit Corporation.
9. Consideration and possible action on a resolution renewing a contract with A.T. & T. for telephone service.
10. Discussion, consideration and possible action on Clint Latham's appeal of an Administrative Order requiring the demolition of the residential structure located at 703 South Pottenger.
11. Consideration and possible action to cancel the July 3, 2017 City Commission meeting.
12. Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Rex Hennen.
13. Consideration of approval for a correction to the Final Plat of Rolling Hills Addition, adjusting the location of a twenty (20') foot utility easement. Case No. S11-16. Application: Absentee Shawnee Housing Authority (*Originally considered and approved at the May 16, 2016 City Commission meeting.*)
14. Consider Bids:
 - a. FY 16-17 Rehab Concrete Streets Project, Contract No. COS-PW-16-04 (Award)
 - b. Gateway & Park Signage Project, Contract No. COS-PW-16-05 (Award)

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

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

1.b.

Meeting Date: 06/05/2017

CC Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 16, 2017 regular meeting and May 18, 2017 Special Call meetings.

Attachments

CC Minutes 05-16-2017

CC Minutes 05-18-2017

BOARD OF CITY COMMISSIONERS PROCEEDINGS

MAY 16, 2017 AT 6:30 P.M.

RESCHEDULED FROM MAY 15, 2017

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, Tuesday, May 16, 2017 at 6:30 p.m., rescheduled from May 15, 2017, 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.

Richard Finley
Mayor

Dub Bushong
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Lesa Shaw
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Emergency Management Director Don Lynch

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 7.
- b. Minutes from the May 1, 2017 regular meeting.
- c. Acknowledge the following reports and minutes:
 - License Payment Report for April 2017
 - Project Payment Report for April 2017

- Shawnee Urban Renewal Authority Minutes from February 7, 2017 meeting
 - Planning Commission Minutes from April 5, 2017 meeting
- d. Acknowledge resignation of Michael Affentranger from the Planning Commission effective May 15, 2017.
- e. Mayor's Appointments

Shawnee Planning Commission

David Bergsten 2nd Full Term Expires 6/1/2020
Reappointment

Tom Rowell 1st Full Term Expires 6/1/2021
Replaces Dell Kerbs - Resigned

Zoning Board of Adjustment

William Kirkland 1st Full Term Expires 6/1/2020
Reappointment

- f. Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 4 Seck Tract, 33712 Post Office Neck

From: Dana Burton

To: Tod and Lori Harrison

(Deferred from April 3, 2017 City Commission Meeting)

Lot 10 Hart Tract, 16309 Hart Road

From: Steve and Sheila Walker

To: Daniel and Marie Haderer

Lot 11 Hart Tract, 16315 Hart Road

From: Steve and Sheila Walker

To: Daniel and Marie Haderer

Lot 12 Hart Tract, 16319 Hart Road

From: Steve and Sheila Walker

To: Daniel and Marie Haderer

- g. Acceptance of the Library Cooling Tower & Heat Pump Rehab Project and placing the bonds and warranties into effect.
- h. Accept public improvements, i.e. sanitary sewer, water line, and paving/drainage for the Shawnee Auto Mall Addition, placing maintenance bonds into effect, authorizing obtainment of signatures and recording of the final plat.
- i. Accept public water line for the Life Church property located at 5113 N. Harrison Ave. and placing maintenance bonds into effect.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to approve Consent Agenda Item Nos. 1(a-i). Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

There was no Citizens Participation.

AGENDA ITEM NO. 3:

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Jeremy Brown.

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

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

NAY: None

AGENDA ITEM NO. 4:

Public hearing and consideration of an ordinance to rezone property located at 4720 North Harrison Street from A-1; Rural Agricultural District to C-3; Highway Commercial District. Case No. P05-17. Applicant: Nelmon Brauning.

Community Development Director Justin DeBruin described the location of the rezoning and noted that the owner has not specified an intended commercial use, but wants to obtain commercial zoning for future prospects in the area. Mr. DeBruin stated that there had been no public concern with the rezoning of this property.

No one appeared in favor or against said rezoning for property located at 4720 North Harrison Street from A-1; Rural Agricultural District to C-3; Highway Commercial District.

A motion was made by Commissioner Gillham, seconded by Vice Mayor Harrod, to approve an ordinance rezoning property located at 4720 North Harrison Street from A-1; Rural Agricultural District to C-3; Highway Commercial District.

Ordinance No. 2605NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 1378 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE NORTH 112 FEET; THENCE WEST 389 FEET; THENCE SOUTH 112 FEET; THENCE EAST 398 FEET TO THE POINT OF BEGINNING, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Shaw

Ordinance No. 2605NS was adopted by the City Commission.

AGENDA ITEM NO. 5:

Acknowledge Sales Tax Report received
May 2017.

Finance Director Cynthia Arnold reported that sales tax collected this month was \$1,573,986.00, which is up 5.40% or \$80,587.00 from May of 2016.

AGENDA ITEM NO. 6:

City Manager Report

City Manager Justin Erickson gave the following updates.

- a. The Conference Center remodeling has begun at the Heart of Oklahoma Exposition Center and is going well. The flooring of the upstairs has already been completed.
- b. There are two public meetings regarding Strategic Planning scheduled. The next one will be held on May 19th at 2:00 p.m. at First Nation Bank, and the second will be held on May 23rd at 6:30 p.m. at the Community Center.
- c. A Special Call meeting will be held on May 18th at 6:30 p.m. at the Heart of Oklahoma Exposition Center, regarding the Parks Master Plan.
- d. A Budget Workshop is scheduled for May 31st at 9:00 a.m. at the Heart of Oklahoma Exposition Center.
- e. Shawnee Splash will be open to the public on Friday, May 26, 2017. Both the Rotary Boy Scout Park Splash Pad and the Shawnee Splash Pad at Woodland Park are currently open.
- f. Construction has begun on the Avedis/City sidewalk project. Contractors are currently working on East Main Street and will be replacing and installing new sidewalk all the way to Bryan Street.

AGENDA ITEM NO. 7:

Consider Bids:

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

BIDDER

AMOUNT

Tom Hudson Paving, Inc.
Guthrie, OK

\$844,650.36

Silver Star Construction Co., Inc.
Moore, OK

\$656,000.00

MTZ Construction, Inc.
Oklahoma City, OK

\$480,250.00

Parathon Construction Edmond, OK	\$491,000.00
A-Tech Paving Oklahoma City, OK	\$489,250.00
Rudy Construction Co. Oklahoma City, OK	\$576,000.00
Big Star Services, LLC Sand Springs, OK	\$474,225.00
C-P Integrated Services, Inc. Oklahoma City, OK	\$583,853.75

City Engineer John Krywicki read eight (8) bids into the record. Mr. Krywicki requested that the bid award be deferred to the next City Commission meeting on June 5, 2017.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to defer the bid award to the June 5, 2017 City Commission meeting. Motion carried 7-0.

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

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

<u>BIDDER</u>	<u>AMOUNT</u>
G&S Sign Services, LLC Oklahoma City, OK	\$168,515.00 Additive Alternate: \$173,795.00
Randy's Signs Shawnee, OK	\$144,475.00 Additive Alternate: \$169,975.00

City Engineer John Krywicki read two (2) bids into the record. Mr. Krywicki requested that the bid award be deferred to the next City Commission meeting on June 5, 2017.

A motion was made by Commissioner Bushong, seconded by Commissioner Gillham, to defer the bid award to the June 5, 2017 City Commission meeting. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 8:

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. 9:

Commissioners Comments

Commissioner Shaw said she is pleased to see construction around the city and the progress on the sidewalks. She pointed out that the City Hall roof needs attention also.

Commissioner Shaw thanked Emergency Management staff for the weather updates and for doing a good job. Commissioner Shaw also thanked Mr. David Bergsten for reapplying to the Planning Commission.

Commissioner Rutherford announced an upcoming event with local Law Enforcement called “Cops and Kids”. Commissioner Rutherford called on Police Chief Mason Wilson to give event details. Chief Mason Wilson stated that this will be an annual event starting this year on August 26th, and will be hosted at Woodland Park. He noted that Community Renewal will be assisting with the event and providing food and inflatables for the event.

Vice Mayor Harrod thanked Justin DeBruin and Action Staff for assisting with property on West Farrell Street.

Vice Mayor Harrod asked that the City look into installing more pedestrian cross walk lights around the city.

Commissioner Gillham shared that he experienced a recent accident in his home, and expressed the importance of covering emergency situations before they arise.

Commissioner Bushong reiterated what Commissioner Shaw said about all the new construction around the city. He also gave notice to the Shawnee Wolves High School Baseball team for winning the State Championship and being ranked number one in the country.

AGENDA ITEM NO. 10:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:52 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

KACIE BACHHOFFER, DEPUTY CITY CLERK

BOARD OF CITY COMMISSIONERS

CITY OF SHAWNEE
SPECIAL CALLED SESSION
MAY 18, 2017

The Board of City Commissioners met in Special Called Session at the Heart of Oklahoma Exposition Center, 1700 West Independence, Shawnee, Oklahoma, Thursday, May 18, 2017 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. The following members were in attendance and a quorum was declared.

Richard Finley
Chairman

Dub Bushong
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

Absent
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Absent
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

Absent: James Harrod, Lesa Shaw

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

NOTICE OF A CALLED SPECIAL SESSION OF THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA

You and each of you are hereby notified that by virtue of a call issued by me on this 15th day of May, 2017, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee, Oklahoma at the Heart of Oklahoma Exposition Center, 1700 West Independence, Shawnee, Oklahoma at 6:30 p.m. on the 18th day of May, 2017, and you are hereby notified to be present at said meeting. The purpose of said meeting will be to hold a public meeting to discuss park planning efforts, including, but not limited to, the consulting landscape architect firm, CLS and Associates, presenting preliminary drawings for Boy Scout Park, KidSpace Park, Woodland Park, and other downtown park planning options.

Witness my hand this 15th day of May, 2017.

(SEAL)

ATTEST:

s/s Phyllis Loftis

PHYLLIS LOFTIS, CMC
CITY CLERK

s/s Justin Erickson

JUSTIN ERICKSON
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 15th day of May, 2017 at 12:18 p.m., and executed the same by delivering a true and correct copy thereof to the Mayor and to each of the Commissioners of the Board of City Commissioners for the City of Shawnee, Oklahoma as follows:

A read verification was not received from Mayor Richard Finley via email.

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

A read verification was not received from Commissioner Ron Gillham via email.

A read verification was received from Commissioner/Vice Mayor James Harrod via e-mail at 10:08 a.m. on May 16, 2017.

A read verification was not received from Commissioner Darren Rutherford via email.

A read verification was not received from Commissioner Lesa Shaw via email.

A read verification was received from Commissioner Ben Salter via e-mail at 3:55 p.m. on May 15, 2017.

s/s Phyllis Loftis

Phyllis Loftis, CMC, City Clerk

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 18TH DAY OF MAY, 2017 AT 6:30 P.M. AT THE HEART OF OKLAHOMA EXPOSITION CENTER, 1700 WEST INDEPENDENCE, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE TO HOLD A PUBLIC MEETING TO DISCUSS PARK PLANNING EFFORTS, INCLUDING, BUT NOT LIMITED TO, THE CONSULTING LANDSCAPE ARCHITECT FIRM, CLS AND ASSOCIATES, PRESENTING PRELIMINARY DRAWINGS FOR BOY SCOUT PARK, KIDSPACE PARK, WOODLAND PARK, AND OTHER DOWNTOWN PARK PLANNING OPTIONS.

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY SECTION 4, ARTICLE IV OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, A SPECIAL SESSION OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA IS HEREBY CALLED TO MEET AT THE HEART OF OKLAHOMA EXPOSITION CENTER, 1700 WEST INDEPENDENCE, SHAWNEE, OKLAHOMA AT 6:30 P.M. ON THE 18TH DAY OF MAY, 2017 FOR THE PURPOSE OF HOLDING A PUBLIC MEETING TO DISCUSS PARK PLANNING EFFORTS, INCLUDING, BUT NOT LIMITED TO, THE CONSULTING LANDSCAPE ARCHITECT FIRM, CLS AND ASSOCIATES, PRESENTING PRELIMINARY DRAWINGS FOR BOY SCOUT PARK, KIDSPACE PARK, WOODLAND PARK, AND OTHER DOWNTOWN PARK PLANNING OPTIONS.

Witness my hand this 15th day of May, 2017.

s/s Justin Erickson

JUSTIN ERICKSON, CITY MANAGER

(SEAL)

ATTEST:

s/s Phyllis Loftis

PHYLLIS LOFTIS, CMC, CITY CLERK

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN SPECIAL CALLED SESSION AT THE HEART OF OKLAHOMA EXPOSITION CENTER, 1700 WEST INDEPENDENCE, SHAWNEE, OKLAHOMA, THURSDAY, MAY 18, 2017 AT 6:30 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. MAYOR FINLEY PRESIDED AND CALLED THE MEETING TO ORDER. THE FOLLOWING MEMBERS WERE IN ATTENDANCE.

CALL TO ORDER AT 6:30 P.M.

PRESENT AT ROLL CALL: Bushong, Gillham, Finley, Rutherford, Salter

ABSENT: Harrod, Shaw

DECLARATION OF A QUORUM

City Staff in Attendance: Justin Erickson, City Manager
Joe Vorndran, City Attorney
James Bryce, Director of Operations
Justin DeBruin, Planning Director
Kerri Foster, Recreation Manager
Kacie Bachhofer, Deputy City Clerk
Keenan English, Airport Manager
Lyndsay Pickens, Administrative Assistant
Geoff Garner, Deputy Director of Operations
Kerri Quarry, Executive Assistant
Randal Wiley, Municipal Judge

Others/Media in Attendance: Vicki Misa, Shawnee News Star
Patty Marshall, Countywide & Sun

AGENDA ITEM NO. 1: Public meeting to discuss park planning efforts, including, but not limited to, the consulting landscape architect firm, CLS and Associates, presenting preliminary drawings for Boy Scout Park, KidSpace Park, Woodland Park, and other downtown park planning options.

City Manager Justin Erickson gave a brief background on the park planning efforts and introduced Connie Scothorn and Brian Patric, Landscape Architects, with CLS & Associates, LLC (CLS). Ms. Scothorn explained the purpose of this meeting was to relay to the public how CLS has proposed to arrange and design parks within the City of Shawnee, and to get helpful feedback from the public during the design phase.

Ms. Scothorn and Mr. Patric gave a detailed presentation on Boy Scout Park, KidSpace Park, Woodland Park, and Celebration of Life Park. They explained the favorable and unfavorable qualities of each park and how CLS plans to improve the functionality of each area. After each park presentation, the Landscape Architects answered questions from citizens.

AGENDA ITEM NO. 2:

ADJOURNMENT

There being no further business to be considered, the meeting was adjourned by power of the Chair (7:19 p.m.).

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

KACIE BACHHOFFER, DEPUTY CITY CLERK

Regular Board of Commissioners

1.c.

Meeting Date: 06/05/2017

Budget Amd Expo

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Fund 104

To amend the budget for the Expo Center renovations from sale of property

Attachments

Budget Amd Expo

City of Shawnee
Budget Amendment
FUND 104
June 5, 2017

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
104	4115			Sale of property	-	213,237.57	213,237.57
					-		
				Total	-	213,237.57	213,237.57

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
104	5-1310-5420			Capital Outlay Buildings	440,000.00	213,237.57	653,237.57
					-	-	-
					440,000.00	213,237.57	653,237.57

Approved by the City Commission this
06/05/2017

Explanation of Budget Amendment:
To amend the budget for the expo center renovations from sale of property

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Regular Board of Commissioners

1.d.

Meeting Date: 06/05/2017

Lake Leases

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 5 Johnston Tract, 16712 Magnino Road

From: Lora Davis

To: Lora Davis and James Hunter

Lot 1 Coffman Tract, 15407 Perry Road

From: Stanley and Jacqueline Mills

To: Raymond and Jennifer Burrell

Lot 12 Eckel Tract, 15105 Eckel Road

From: Peggy Downey

To: Frank and Mary Sims

Attachments

Lake Lease Davis

Lake Lease Burrell

Lake Lease Sims



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	05/24/2017	License No. #030483
Type	☐ Renewal ☒ Transfer (Family)	
Commission Meeting Date	June 5 th , 2017	
Property Address	16712 MAGNINO ROAD	
Lake Site Location	LOT 5 JOHNSTON TRACT	
Lease Dates	06/05/2017 – 06/05/2047	
Lease Fee (changes annually)	\$689.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	LORA DAVIS & JAMES HUNTER	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	LORA DAVIS	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	11/19/2012	
Misc. Comments	 Total Charges Paid: \$689.00	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 030483**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of June 5th, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

LORA DAVIS

of 16712 MAGNINO RD SHAWNEE OK 74801-4005 ,

JAMES HUNTER

of 6508 NW CANEY CREEK DR KANSAS CITY MO 641512364,

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 689.00 dollars for 2017, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**16712 MAGNINO RD
LOT 5 JOHNSTON TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR

PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART



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

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

Date	05/24/2017	License No. #030988
Type	☐ Renewal ☒ Transfer (Fee: \$1,000)	
Commission Meeting Date	June 5 th , 2017	
Property Address	15407 PERRY ROAD	
Lake Site Location	LOT 1 COFFMAN TRACT	
Lease Dates	06/05/2017 – 06/05/2047	
Lease Fee (changes annually)	\$689.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	RAYMOND & JENNIFER BURRELL	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	STANLEY & JACQUELINE MILLS	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☐ Conventional ☐ Aerobic	
Last Inspected/Pumped	NONE – VACANT LOT	
Misc. Comments	 Total Charges Paid: \$1,689.00	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 030988**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of June 5th, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

RAYMOND BURRELL
of 15511 PERRY RD SHAWNEE OK 74801 ,
JENNIFER BURRELL
of 15511 PERRY RD SHAWNEE OK 74801,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 689.00 dollars for 2017, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15407 PERRY RD
LOT 1 COFFMAN TRACT**

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

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

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

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

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

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

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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.**

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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.

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

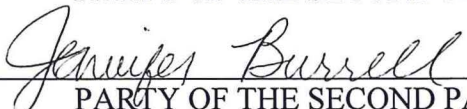
MAYOR

PARTY OF THE FIRST PART

ATTEST:

CITY CLERK


PARTY OF THE SECOND PART


PARTY OF THE SECOND PART



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

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

Date	05/24/2017	License No. #030990
Type	☐ Renewal ☒ Transfer (Fee: \$1,000)	
Commission Meeting Date	June 5 th , 2017	
Property Address	15105 ECKEL ROAD	
Lake Site Location	LOT 12 ECKEL TRACT	
Lease Dates	06/05/2017 – 06/05/2047	
Lease Fee (changes annually)	\$689.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	FRANK & MARY SIMS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	PEGGY DOWNEY	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	07/25/2013	
Misc. Comments	 Total Charges Paid: \$1,689.00	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 030990**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of June 5th, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

FRANK SIMS

of PO BOX 3815 SHAWNEE OK 74802-3815 ,

MARY SIMS

of PO BOX 3815 SHAWNEE OK 748023815,

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 689.00 dollars for 2017, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15105 ECKEL RD
LOT 12 ECKEL 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").

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CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR

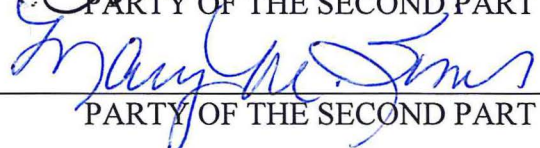
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART

Regular Board of Commissioners

1.e.

Meeting Date: 06/05/2017

Central Disposal

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the Central Disposal Contract for FY 2017-2018.

Attachments

Central Disposal Memo

Central Disposal Contract

Central Disposal Addendum



MEMORANDUM

To: Justin Erickson, City Manager.
From: Steve Nelms, Utility Director
CC: Mayor, and City Commission. Cindy Sementelli, Finance Director
Date: 06/05/2017
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 FY17/18.

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 FY17/18.

**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:

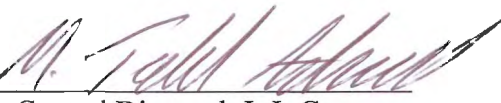

Brian McDougal
City Manager

Attest:


Phyllis Loftis, CMC, City Clerk
Authority Secretary

CONTRACTOR

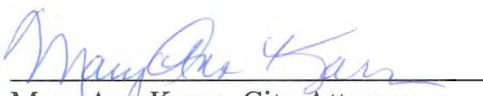
By:


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.f.

Meeting Date: 06/05/2017

Pioneer Library Budget

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Pioneer Library Budget

**PIONEER LIBRARY SYSTEM
BUDGET
JULY 1, 2017 - JUNE 30, 2018**

REVENUES

Ad Valorem Taxes			
Cleveland County	\$12,529,585		
McClain County	1,666,779		
Pottawatomie County	<u>2,177,791</u>		
Total Ad Valorem Taxes		\$16,374,155	
Oklahoma Department of Libraries			
State Aid	<u>\$132,431</u>		
Total State Aid		\$132,431	
Other Revenue	<u>\$459,636</u>		
		<u>\$459,636</u>	
Subtotal All Revenue			\$16,966,222
Use of Designated Fund Balance			\$972,840
Fund Balance			
Reserved for Encumbrances			\$0
Fund Balance Carryover			
Assigned Fund Balance		\$718,556	
Committed Fund Balance		\$333,907	
Unassigned Fund Balance		<u>\$4,516,082</u>	
Total Fund Balance			<u>\$5,568,545</u>
TOTAL REVENUE			<u>\$23,507,607</u>

EXPENDITURES

Personnel Services	\$11,510,784		
Books and Other Materials	2,720,440		
General & Administrative	965,750		
Technology	1,909,219		
System Services	<u>832,869</u>		
(C/E, Development, Literacy, Programming, Outreach)			
(Marketing and Communications, Strategy & Innovation)			
Subtotal All Expenditures		\$17,939,062	
Fund Balance			
Reserved for Encumbrances			\$0
Fund Balance Carryover			
Assigned Fund Balance		\$718,556	
Committed Fund Balance		\$333,907	
Unassigned Fund Balance		<u>\$4,516,082</u>	
Total Fund Balance			<u>\$5,568,545</u>
TOTAL GENERAL FUND EXP & FUND BALANCE			<u>\$23,507,607</u>


Suzanne McClain Atwood, Chair
Brent Wheelbarger, Vice-Chair


Lisa Wells, Secretary

5/30/2017

INCOME	Revised Budget August 2016/2017	Budget May 2017/2018	Change From 2016/17	% Change From 2016/17 Budget
Cleveland Co.	\$12,472,005	\$12,529,585	\$57,580	0.46%
McClain Co.	\$1,666,779	\$1,666,779	\$0	0.00%
Pott Co.	\$2,177,791	\$2,177,791	\$0	0.00%
Total Ad Valorem	\$16,316,575	\$16,374,155	\$57,580	0.35%
State Revenue				
State Aid	\$141,391	\$132,431	(\$8,960)	-6.34%
Miscellaneous				
Fines	\$170,000	\$ 165,000	(\$5,000)	-2.94%
Reprographics	\$32,000	\$42,000	\$10,000	31.25%
Public Printers	\$52,000	\$45,000	(\$7,000)	-13.46%
Promotional Sales	\$0	\$0	\$0	
Headphone Sales	\$650	\$650	\$0	0.00%
Lost Book Reimburs	\$12,000	\$12,000	\$0	0.00%
Non Resident Fees	\$1,100	\$1,100	\$0	0.00%
Fax Income	\$21,000	\$21,000	\$0	0.00%
Interest Income	\$18,000	\$18,000	\$0	0.00%
Lease Income	\$60,336	\$60,336	\$0	0.00%
Loan Proceeds	\$63,125	\$61,250	(\$1,875)	-2.97%
Miscellaneous	\$2,300	\$2,300	\$0	0.00%
Contractual Services	\$30,000	\$31,000	\$1,000	3.33%
Total Miscellaneous	\$462,511	\$459,636	(\$2,875)	-0.62%
Subtotal All Revenue	\$16,920,477	\$16,966,222	\$45,745	0.27%
Release of Fund Balance Reserved for Encumbrances				
Use of Designated Fund Balance		\$972,840	\$972,840	
Fund Balance				
Assigned Fund Balance	\$1,138,996	\$718,556	(\$420,440)	-36.91%
Committed Fund Balance	\$333,907	\$333,907	\$0	0.00%
Unassigned Fund Balance	\$5,068,482	\$4,516,082	(\$552,400)	-10.90%
Total Fund Balance	\$6,541,385	\$5,568,545	(\$972,840)	-14.87%
TOTAL REVENUE	\$23,461,862	\$23,507,607	\$45,745	0.19%

EXPENSES	Revised Budget August 2016/2017	Budget May 2017/2018	Change from 2016/17	% Change From 2016/17 Budget
Personnel Services				
Salaries	\$8,705,675	\$8,705,675	\$0	0.00%
Social security/medicare	\$665,984	\$665,984	\$0	0.00%
Recruitment	\$4,000	\$4,000	\$0	0.00%
Retirement Benefits	\$695,000	\$695,000	\$0	0.00%
Health Insurance	\$1,274,830	\$1,304,025	\$29,195	2.29%
Group Term Life Insurance	\$25,000	\$31,800	\$6,800	27.20%
Disability Insurance	\$35,000	\$30,000	(\$5,000)	-14.29%
Employee Assistance Programs	\$15,800	\$15,800	\$0	0.00%
Workers Compensation	\$35,000	\$37,500	\$2,500	7.14%
Contract Labor	\$7,000	\$7,000	\$0	0.00%
Unemployment Insurance	\$7,000	\$7,000	\$0	0.00%
Scholarship	\$7,000	\$7,000	\$0	0.00%
Total Personnel Services	\$11,477,289	\$11,510,784	\$33,495	0.29%
Materials	\$2,300,000	\$2,300,000	\$0	0.00%
Materials Norman East		\$420,440	\$420,440	
Administrative Services				
Professional Services	\$125,000	\$125,000	\$0	0.00%
Attorney Fees	\$75,000	\$75,000	\$0	0.00%
Equipment	\$75,000	\$75,000	\$0	0.00%
Equipment Repair & Maint.	\$2,000	\$2,000	\$0	0.00%
Insurance	\$111,000	\$100,000	(\$11,000)	-9.91%
Membership	\$13,000	\$13,000	\$0	0.00%
Postage	\$40,000	\$45,000	\$5,000	12.50%
Supplies	\$85,000	\$85,000	\$0	0.00%
Telephone	\$40,000	\$61,000	\$21,000	52.50%
Travel	\$43,000	\$43,000	\$0	0.00%
Vehicles	\$28,000	\$28,000	\$0	0.00%
Audit	\$30,500	\$27,750	(\$2,750)	-9.02%
Interest Expense	\$0	\$0	\$0	
Bad Debt Expense	\$0	\$0	\$0	
Miscellaneous Expense	\$5,000	\$5,000	\$0	0.00%
Reprographics	\$70,000	\$70,000	\$0	0.00%
Sales Tax	\$6,000	\$6,000	\$0	0.00%
Data Processing	\$85,000	\$85,000	\$0	0.00%
Fine Collection Service	\$27,000	\$27,000	\$0	0.00%
Revaluation	\$93,000	\$93,000	\$0	0.00%
Budget Contingency				
Total G& A	\$953,500	\$965,750	\$12,250	1.28%
Technology	\$1,356,819	\$1,356,819	\$0	0.00%
Technology Norman East		\$552,400	\$552,400	
System Services				
Continuing Education	\$155,369	\$155,369	\$0	0.00%
Development	\$25,000	\$25,000	\$0	0.00%
Events/Hospitality	\$3,500	\$3,500	\$0	0.00%
System Signage	\$0	\$0	\$0	
Strategy and Innovation	\$149,000	\$149,000	\$0	0.00%
Marketing and Communication	\$190,000	\$190,000	\$0	0.00%

Programming	\$65,000	\$65,000	\$0	0.00%
Literacy	\$10,000	\$10,000	\$0	0.00%
System Facilities	\$200,000	\$200,000	\$0	0.00%
System Outreach	\$35,000	\$35,000	\$0	0.00%
Total System Services	\$832,869	\$832,869	\$0	0.00%
Subtotal GF Expenditures	\$16,920,477	\$17,939,062	\$1,018,585	6.02%
Fund Balance				
Fund Balance Assigned Current Year				
Fund Balance Carryover Prior				
Assigned Fund Balance	\$1,138,996	\$718,556	(\$420,440)	-36.91%
Committed Fund Balance	\$333,907	\$333,907	\$0	0.00%
Unassigned Fund Balance	\$5,068,482	\$4,516,082	(\$552,400)	-10.90%
Total Fund Balance	\$6,541,385	\$5,568,545	(\$972,840)	-14.87%
Total General Fund Expend. and Fund Balance	\$23,461,862	\$23,507,607	\$45,745	0.19%

Regular Board of Commissioners

1.g.

Meeting Date: 06/05/2017

Renewal Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.

Regular Board of Commissioners

1.g.1.

Meeting Date: 06/05/2017

PCDC Juvenile

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

PCDC Juvenile

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, 2017 through June 30, 2018. 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 Stuart and Clover, 130 North Broadway, Suite 100, Shawnee, Oklahoma, 74801, (405) 275-0700.

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 _____, 2017.

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.g.2.

Meeting Date: 06/05/2017

Housing 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 Fingerprint

AGREEMENT FOR FINGERPRINTING SERVICES

Beginning April 1, 2012, the City of Shawnee Police Department will provide 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 provide 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 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, 2017 thru June 30, 2018. 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's from 1:30 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

Date

Shawnee Police Department

Date

Regular Board of Commissioners

1.g.3.

Meeting Date: 06/05/2017

South Central

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

AGREEMENT FOR ROW MAINTENANCE SERVICES

This contract, made and entered into this _____ day of _____, 2017, 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, 2017 to June 30, 2018. 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 _____ 2017.

CITY OF SHAWNEE, OKLAHOMA

JUSTIN ERICKSON, CITY MANAGER

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

SOUTH CENTRAL INDUSTRIES, INC.

ADMINISTRATOR

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

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.g.4.

Meeting Date: 06/05/2017

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, 2017, 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, 2017 to June 30, 2018. 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 _____, 2017.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.g.5.

Meeting Date: 06/05/2017

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, 2017, 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, state and local donations 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, 2017 and ending the 30th day of June, 2018. 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 approximately 78 noon meals per day, five days a week, 250 days a year, excluding eleven (11) holidays and weekends at the Shawnee Community Center (804 S. Park Street). 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.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

CHRIS HARDEN, EXECUTIVE DIRECTOR

Subscribed and sworn to before me this _____ day of _____, 2017.

NOTARY PUBLIC

Commission Expires: _____

Commission Number: _____

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

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.g.6.

Meeting Date: 06/05/2017

SPS Police

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

AGREEMENT

This agreement made and entered into this 1st day of July, 2017, 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, 2017 through the 30th day of June, 2018. 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

(SEAL)
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 _____, 2017

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.g.7.

Meeting Date: 06/05/2017

Stuart Clover

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Stuart Clover



STUART & CLOVER

June 5, 2017

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

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

Dear Mr. Erickson:

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

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

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

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

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



STUART & CLOVER

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

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

Yours very truly,

/s Joseph M. Vorndran

JOSEPH M. VORNDRAN
FOR THE FIRM

AGREED:

CITY OF SHAWNEE, OKLAHOMA

By: _____

Regular Board of Commissioners

1.g.8.

Meeting Date: 06/05/2017

McCloud Re Dispatch Svcs

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with City of McCloud for dispatch services.

Attachments

McCloud Dispatch Svcs

City of Shawnee -City of McLoud Dispatch Agreement

This Agreement made and entered into by and between the City of Shawnee (hereinafter "Shawnee") and the City of McLoud (hereinafter "McLoud") this ____ day of _____, 2017.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows, to wit:

1. Shawnee agrees to dispatch McLoud Police and Fire Department on all calls received by the PUBLIC SERVICE ANSWERING POINT (PSAP) that have Emergency Service Numbers (ESNs) in its assigned jurisdiction. Shawnee shall monitor and dispatch radio traffic utilizing the primary 800 MHz McLoud Police Department Channel and the McLoud Fire Department Channel. The City of Shawnee dispatch will maintain a radio frequency dedicated to McLoud Police and will continually man the frequency with a dispatcher.
2. Shawnee shall text, and tone the Fire Department using the McLoud Fire Department channel to notify firefighters for EMS or fire calls in the McLoud Fire District. Shawnee will also conduct morning alarm and radio tests.
3. Shawnee agrees, subject to such policies and procedures as shall be established, to receive and dispatch the designated on call Utility representative for McLoud Utility emergency calls, and answer the McLoud 10 digit non-emergency lines on weekends, holidays and between the hours of 5 p.m. and 8:30 a.m. on such lines as are routed or otherwise rolled over to the Shawnee PSAP.
4. Provided the line(s) can be rolled over to the Shawnee PSAP, Shawnee agrees to monitor the Sensaphone alarm for the Mabel Bassett Prison water system and dispatch the on call McLoud Utility designee.
5. Shawnee shall loan McLoud 11 portable 800 MHz radios for use by the McLoud police officers/ and shall provide radio programming support as needed, to include rebanding, and other system programming issues that arise. McLoud shall be responsible for the loss, damage or destruction of such radios, and shall provide a log describing the officer to which each radio is assigned. The loan will be for two (2) years. Should the contract terminate all radios will be returned to the City of Shawnee immediately.
6. Shawnee shall provide access to its GEOSAFE software for use by the McLoud Police. McLoud shall be responsible for providing the necessary hardware for such software.

7. Shawnee shall provide OLETS, Triple I and OSBI information to authorized persons, and provide CAD logs and telephone/radio recordings as reasonably requested.
8. McLoud shall provide a list of rotating wrecker services operating in McLoud.
9. McLoud and Shawnee shall each provide and update as necessary a roster of contact names, titles and phone numbers for emergency contact for each of the services provided herein.
10. It is agreed that the City of Shawnee Dispatch Center shall activate the outdoor warning devices (sirens) for the City of McLoud upon the following conditions being present:

- a. Tornadoic weather conditions directly affecting the area:

Devices shall be activated in the Tornado/Attention/Alert mode upon notification from a credible source that:

1. The National Weather Service has issued a Tornado Warning for McLoud for a storm located near or moving towards the city limits.
2. Trained, credible spotters for either Emergency Management or the media report a tornado, funnel, or rotating wall cloud located near or moving toward the city limits of McLoud.

- b. Other emergency or disaster situations when warranted at the discretion of the McLoud Emergency Management Director

When hazardous materials incidents or other events exist, that in the opinion of the McLoud Emergency Management Director warrant activation of the siren system, activation of the Tornado/Attention/Alert mode shall be used.

- c. Warning of an Enemy Attack upon the United States

Upon notification from the Oklahoma Highway Patrol, State Emergency Operations Center, Pottawatomie County Sheriff's Office, or other credible warning point listed in the State Warning Plan that an attack warning has been issued for Pottawatomie County, the devices shall be immediately activated in the Attack mode.

- d. Process of Testing Devices

It is agreed that the City of Shawnee Dispatch Center shall activate the devices in the Tornado/Attention/Alert mode for testing purposes each Saturday at 12:00 P.M. (Noon) unless the weather is inclement, the sky is overcast, or for other

reasons as determined by the McCloud Emergency Management Director. It is the duty and responsibility of the McCloud Emergency Management Director to notify the Shawnee Dispatch Center of the cancellation of a regular Saturday test. Additional testing may be needed at other times as authorized by the McCloud Emergency Management Director.

e. Costs for Maintenance and Operation of Devices

It is agreed that the City of McCloud is responsible for costs associated with the maintenance and operation of the outdoor warning devices.

11. In consideration for the services to be provided, McCloud agrees to pay Shawnee the sum of \$3,000.00 per month payable by the 15th of each month. The first payment shall include payment of \$18,000 for past due amount from July 1 - January 31, 2015, plus any additional accrued months past January 31 at a rate of \$3,000 per month. Any past due amounts previous to July 1, 2015 shall be paid at the prior contracted amount.
12. The parties specifically agree and understand that the appropriate representatives of the parties shall be required to develop and adopt such policies, procedures, rules, regulations and guidelines as shall be necessary to carry this agreement into effect. To the extent possible, McCloud agrees to adopt or adapt its policies and procedures to align with the policies and procedures of Shawnee.
13. The parties agree that they shall execute and deliver such additional agreements, documents and writings as shall be necessary to effectuate the terms and conditions of this agreement.
14. The term of this Agreement shall be for a period of twelve (12) months commencing on July 1, 2017 and ending June 30, 2018:
 - (a) This Agreement shall be renewed automatically by Shawnee and McCloud for a successive twelve (12) month period commencing July 1, 2017 and ending June 30, 2018 unless either party gives the other 30 days' notice prior to the end of the applicable term. Should either party choose to terminate this agreement all equipment will be returned to the appropriate parties.
 - (b) The time periods stated in this Agreement shall not be construed to violate applicable state law concerning contracting beyond the applicable fiscal years of the respective parties; and
15. This Agreement represents the whole of the agreement between the parties and may not be altered or amended except in writing signed and executed by both parties.

There are no other agreements, oral or written, precedent or contemporaneous, between the parties.

16. This Agreement is entered into for good and sufficient consideration and both parties have executed the same of their own free will and for their mutual benefit and by the execution of their signatures hereto represent that the consideration is sufficient to bind them during the term of this Agreement. This Agreement shall be enforced under the laws of the State of Oklahoma;
17. The invalidity or ineffectiveness for any reason of anyone or more words, phrases, clauses, paragraphs, subsections sections hereof this instrument shall not affect the remaining portions hereof so long as such remaining portions shall constitute a rational instrument.
18. The provisions of this Agreement hereof shall be binding upon the undersigned, their successors.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the ____ day of _____, 2017.

By: _____
Richard Finley, Mayor

Attest: _____
Phyllis Loftis, CMC, City Clerk
(SEAL)

By: _____
Mayor of McLoud

Attest: _____
Clerk of McLoud
(SEAL)

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

Joseph Vorndran, City Attorney

Regular Board of Commissioners

1.h.

Meeting Date: 06/05/2017

Contract Review

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.

Regular Board of Commissioners

1.h.1.

Meeting Date: 06/05/2017

Historical Shawnee

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

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

Attachments

Historical Shawnee

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

This Agreement is entered into this 1st day of July, 2017, 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 2017 and to continue until the 30th day of June 2018.
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. HSA shall submit a request for renewal to the City Clerk's Office no later than March 30, 2018. As a part of this request, HSA shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.
8. 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.

WITNESS our hands this _____ day of _____, 2017.

HISTORIC SHAWNEE ALLIANCE, INC.

PRESIDENT

ATTEST:

SECRETARY/NOTARY

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

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.h.2.

Meeting Date: 06/05/2017

Senior Citizens

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

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

Attachments

Senior Citizens

AGREEMENT BETWEEN THE CITY OF SHAWNEE and
SENIOR CITIZENS OF SHAWNEE, INC.

This Agreement made and entered into as the 1st day of July, 2017, 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 Senior Center, 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.

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 400 North Bell, more commonly known as the Municipal Auditorium (gym area and restroom area) for walking.

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 on 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 agrees to pay to SCSi the sum of One Hundred Eight Thousand Dollars (\$108,000.00) at the rate of Nine Thousand Dollars (\$9,000.00) 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 and maintenance to be provided by SCSi for the benefit of the Senior Citizen Center.

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

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

13. 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.

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

15. 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.

16. SCSI agrees to furnish the City with copies of all minutes of SCSI's meetings.

17. SCSI agrees to conduct background checks on all employees and potential employees in accordance with the policies and procedures set forth by the City's human resources department. Further, SCSI will not retain or hire any employee or potential employee that would not be eligible for employment with the City in accordance with the policies and procedures set forth by the City's human resources department.

18. 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.

19. It is understood and agreed that this agreement may be terminated for no cause by either party upon thirty (30) days written notice to the other party.

20. This Agreement terminates automatically on June 30, 2018. SCSI shall submit a request for renewal to the City Clerk's Office no later than March 30, 2018. As a part of this request, SCSI shall submit a clean, unqualified audit of its financials and be

prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.

21. 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 _____, 2017

Senior Citizens of Shawnee, Inc., this _____ day of _____, 2017

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

SENIOR CITIZENS OF SHAWNEE, INC.

PRESIDENT

ATTEST:

SECRETARY

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

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.h.3.

Meeting Date: 06/05/2017

SEDF

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 2017-2018.

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

Attachments

SEDF

AGREEMENT BETWEEN THE CITY OF SHAWNEE and
SHAWNEE ECONOMIC DEVELOPMENT FOUNDATION

This Agreement made and entered into this 1st day of July, 2017, is between the City of Shawnee, a municipal corporation hereinafter referred to as "CITY", and the Shawnee Economic Development Foundation hereinafter referred to as "SEDF".

I. DUTIES AND RESPONSIBILITIES OF SEDF

- 1. 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:
 - a. 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.
 - b. Encouraging and assisting resident industry to maintain and expand employment opportunities.
 - c. Implementing a comprehensive and aggressive marketing program to attract new industrial manufacturing jobs to CITY.
 - d. Providing materials including graphics and photos where appropriate to those individuals or companies evaluating the CITY for industrial and commercial investments.
 - e. Creating a variety of marketable industry facilities by making best use of existing industrial potential and the development of new facilities where required.
 - f. Providing additional employment opportunities.

- g. Encouraging and assisting state installations and federal installations in CITY to maintain employment and seek way to expand those facilities and attract new facilities.
 - h. 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.
 - i. 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.
 - j. 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.
- 2. 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.
- 3. Incentive Program.** SEDF, in conjunction with the CITY, shall prepare an incentive program for the retention, recruitment and expansion of businesses within the CITY.
- 4. 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.
- 5. Expenses of Operation.** SEDF agrees to maintain office and work space suitable for its operation, and shall be responsible for all expenses relating thereto.

6. Records and Reporting.

- a. **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.
 - b. **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.
 - c. **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.
7. **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.

II. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT

1. **Effective Date.** This Agreement shall take effect on July 1, 2017, and shall remain in effect until June 30, 2018. 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.

- 2. Transfer of Rights and Responsibilities.** No party to this agreement can transfer or assign its rights and responsibilities without approval of the other parties.
- 3. 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 \$231,000.00, and SEDF will actively pursue raising similar funds from the private sector. In the event of a merger occurring during Fiscal Year 2017-2018 between SEDF and the Shawnee Chamber of Commerce, the CITY will provide an additional \$50,000.00 to fund additional operations, subject to approval by the City Commission.
- 4. Renewal.** SEDF shall submit a request for renewal to the City Clerk's Office no later than March 30, 2018. As a part of this request, SEDF shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.

III. NON-DISCRIMINATION

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 _____, 2017.

SHAWNEE ECONOMIC DEVELOPMENT
FOUNDATION

CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY/NOTARY

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

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.h.4.

Meeting Date: 06/05/2017

COCAA

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

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

Attachments

COCAA

AGREEMENT BETWEEN THE CITY OF SHAWNEE and
CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.

This Agreement is entered into this 1st day of July, 2017 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".

WITNESSETH

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, 2017, and to continue uninterrupted service thereafter until the 30th day of June, 2018. Hours of this service shall be from 7:00 a.m. until 8:00 p.m. Monday through Friday, and Saturday 8:00 a.m. until 5:00 p.m. (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, 2017 – June, 2018. 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' 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 SCS 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. COTS shall submit a request for renewal to the City Clerk's Office no later than March 30, 2018. As a part of this request, COTS shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.
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.

WITNESS our hands this ____ day of _____, 2017.

ACTION, INC.
(CENTRAL OKLAHOMA TRANSIT)

EXECUTIVE DIRECTOR

ATTEST:

SECRETARY/NOTARY

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

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.h.5.

Meeting Date: 06/05/2017

SEFF

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

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

Attachments

SEFF

AGREEMENT BETWEEN THE CITY OF SHAWNEE and
SAFE EVENTS FOR FAMILIES

This Agreement is entered into this 1st day of July, 2017, by and between the City of Shawnee, Oklahoma, a municipal corporation 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, 2017, and to continue until the 30th day of June, 2018.
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.
4. SEFF agrees to furnish to the CITY copies of all minutes of SEFF meetings.
5. 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.

6. The CITY acknowledges that it cannot bind future commissions to a financial decision beyond the present fiscal year.
7. SEFF shall submit a request for renewal to the City Clerk's Office no later than March 30, 2018. As a part of this request, SEFF shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.
8. 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.

WITNESS our hands this _____ day of _____, 2017.

SAFE EVENTS FOR FAMILIES

PRESIDENT

ATTEST:

SECRETARY/NOTARY

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

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.h.6.

Meeting Date: 06/05/2017

VSI

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

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

Attachments

VSI

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

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

I. DUTIES AND RESPONSIBILITIES OF SEDF

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

II. DUTIES AND RESPONSIBILITIES OF CITY OF SHAWNEE

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

III. DISPOSITION OF FUNDS AND EQUIPMENT

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

IV. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT

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

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

V. NON-DISCRIMINATION

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

VI. WAIVER

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

VII. BREACH OF AGREEMENT

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

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

WITNESS our hands this _____ day of _____, 2017.

VISIT SHAWNEE, INC.

CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY/NOTARY

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

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

3.

Meeting Date: 06/05/2017

Avedis Presentation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by Michelle Briggs, President/CEO of the Avedis Foundation regarding a matching grant for recreation.

Attachments

No file(s) attached.

Regular Board of Commissioners

4.

Meeting Date: 06/05/2017

Jr Svc League Presentation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by Junior Service League of Shawnee regarding Wayfinding sponsorship.

Attachments

No file(s) attached.

Regular Board of Commissioners

5.

Meeting Date: 06/05/2017

VSI Presentation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by Visit Shawnee, Inc. regarding Wayfinding signage funding.

Attachments

No file(s) attached.

Regular Board of Commissioners

6.

Meeting Date: 06/05/2017

Budget Public Hrg

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing for Fiscal Year 2017-2018 budget.

Attachments

Budget Publication FY17-18

Notice of Public Hearing City of Shawnee, Oklahoma Shawnee Municipal Authority Shawnee Airport Authority Proposed Budget Summary Fiscal Year 2017-2018 (AS ADJUSTED FOR FINAL VALUES)																									
	001	101	102	103	104	105	106	107	108	112	113	201	301	302	350	501	511	601	701	702	704	706	709		
Description	General Fund	Street & Alley Fund	E 911 Fund	Revolving Oil & Gas Revenue Fund	Economic Development Fund	Spay/ Neuter Fund	Hotel/Motel Surcharge Fund	Police Sales Tax Fund	Fire Sales Tax Fund	Tax Increment Fund	Drug Forfeiture Fund	Debt Service Fund	Capital Improvement Fund	Street Improvement Fund	Aquatic Center Fund	Shawnee Municipal Authority	Shawnee Airport Authority	Workers Comp Self- Insurance Fund	Library Fund	Cemetery Perpetual Care Fund	Senior Citizens Fund	Gifts and Contributions Fund	Sister Cites Fund	Total	
ESTIMATED REVENUES & FUND BALANCE																									
Beginning Fund Balance	5,200,137	2,883	62,479	283,229	159,681	21,512	151,958	49,460	49,460	-	14,687	165,417	368,422	5,110,178	21,070	4,733,613	282,236	395,492	6,027	175,716	21,219	91,651	-	17,366,528	
Transfers In	2,296,050	150,000	-	-	-	-	-	-	-	-	-	-	489,725	-	-	-	-	-	74,000	-	-	-	31,000	3,040,775	
All Other Revenues	21,172,913	300,500	245,000	13,752	305,404	3,000	515,000	410,775	410,775	50,000	-	27,323	2,562,125	2,870,000	350,000	15,553,110	639,836	660,500	-	5,000	-	-	-	46,095,013	
TOTAL	28,669,100	453,383	307,479	296,981	465,086	24,512	666,958	460,235	460,235	50,000	14,687	192,740	3,420,272	7,980,178	371,070	20,286,723	922,072	1,055,992	80,027	180,716	21,219	91,651	31,000	66,502,316	
APPROPRIATIONS :				637,934									309,000			-	-	-	-	-	-	-	-	3,280,491	
1 General Administration	2,971,491	-	-	-	-	-	-	-	-	-	-	-	168,850			-	-	660,500	-	-	-	-	-	1,440,921	
2 Community Services	611,571	-	-	-	60,000	-	-	-	-	-	-	-	0			-	-	-	-	-	-	-	-	560,000	
3 Exposition Center	500,000	-	-	-	-	-	-	-	-	-	-	-	0			-	-	-	-	-	-	-	-	746,938	
4 Community Development	746,938	-	-	-	-	-	-	-	-	-	-	-	0			-	-	-	-	-	-	-	-	1,239,392	
5 Engineering	491,454	-	-	-	-	-	-	-	-	-	-	-	242,100	505,838		-	-	-	-	-	-	-	-	7,725,312	
6 Police Department	7,281,309	-	-	-	-	-	-	-	-	-	-	-	444,003			-	-	-	-	-	-	-	-	6,552,770	
7 Fire Department	6,174,770	-	-	-	-	-	-	-	-	-	-	-	378,000			-	-	-	-	-	-	-	-	19,380,962	
8 Public Works	3,049,674	-	-	-	-	-	-	-	-	-	-	-	533,062	-	350,000	15,378,448	639,836	-	69,778	-	-	-	-	639,836	
9 Airport	-	-	-	-	-	-	-	-	-	-	-	-	-			-	-	-	-	-	-	-	-	9,250	
10 Contingencies	-	-	-	9,250	-	-	-	-	-	-	-	-	-			-	-	-	-	-	-	-	-	3,174,030	
11 Transfers Out	335,000	-	-	-	15,000	-	452,980	410,525	410,525	-	-	-	-	50,000		1,500,000	-	-	-	-	-	-	-	-	
12 Other Reserves	-	-	-	-	-	-	-	-	-	-	-	-	-			-	-	-	-	-	-	-	-	-	
13	-	-	-	-	-	-	-	-	-	-	-	-	-			-	-	-	-	-	-	-	-	-	
14 Streets Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	5,206,740		-	-	-	-	-	-	-	-	5,206,740	
15 Street & Alley	-	450,000	-	-	-	-	-	-	-	-	-	-	-			-	-	-	-	-	-	-	-	450,000	
16 Economic Development	-	-	-	-	231,000	-	-	-	-	-	-	-	-			-	-	-	-	-	-	-	-	231,000	
17 E 911	-	-	230,000	-	-	-	-	-	-	-	-	-	-			-	-	-	-	-	-	-	-	230,000	
18 Spay/Neuter	-	-	-	-	-	2,800	-	-	-	-	-	-	-			-	-	-	-	-	-	-	-	2,800	
19 Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	1,345,257			2,096,049	-	-	-	-	-	-	-	3,441,306	
20 Library	-	-	-	-	-	-	-	-	-	-	-	-	-			-	-	-	80,027	-	-	-	-	80,027	
21 Senior Citizens	-	-	-	-	-	-	-	-	-	-	-	-	-			-	-	-	-	-	-	-	-	-	
22 Sister Cities	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-	-	-	31,000	-	31,000	
FUND BALANCE	6,506,892	3,383	77,479	287,731	159,086	21,712	213,978	49,710	49,710	50,000	14,687	192,740	-	2,217,600	21,070	1,312,226	282,236	395,492	-	110,938	21,219	91,651	-	12,079,541	
TOTAL	28,669,100	453,383	307,479	296,981	465,086	24,512	666,958	460,235	460,235	50,000	14,687	192,740	3,420,272	7,980,178	371,070	20,286,723	922,072	1,055,992	80,027	180,716	21,219	91,651	31,000	66,502,316	
NOT IN BALANCE!	\$0.00																								\$0.00

This preliminary estimate of Revenues and Appropriations for the City of Shawnee, Shawnee Municipal Authority and the Shawnee Airport Authority of Shawnee Oklahoma, is for the funds and period identified above as of May 30, 2017
For a downloadable PDF visit <http://www.ShawneeOK.org>
A public hearing will be held on the Preliminary Budget Summary of Revenues and Appropriations in the City Commission Chambers at City Hall,
9th and Broadway, Shawnee, Oklahoma, at 6:30 p.m. on June 5, 2017
Justin Erickson, City Manager
(Seal)
Attest:
s/s Phyllis Loftis, City Clerk

Regular Board of Commissioners

7.

Meeting Date: 06/05/2017

Strategic Plan

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution to adopt the Shawnee Strategic Plan.

Attachments

Strategic Plan Memo

Strategic Plan Reso



Office of the City Manager

MEMORANDUM

AGENDA: June 5, 2017

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Consideration of City of Shawnee Strategic Plan**

SUMMARY AND BACKGROUND

The preparation and adoption of a Strategic Plan is an important undertaking. This endeavor was designed to correspond closely with the City's annual budget process and was discussed in detail at a City Commission Retreat held on January 6, 2017. The City Commission voted to establish a Strategic Planning Subcommittee comprised of Mayor Richard Finley, Vice-Mayor James Harrod and Commissioner Lesa Shaw on January 17, 2017.

Over the last four months, City staff and the Strategic Planning Subcommittee crafted the Strategic Plan (attached). This process was guided heavily by a forecast of City needs over the next five years. Public involvement was also critical to ensure the direction of the City is reflective of public desires and concerns. Accordingly, the City conducted its first ever comprehensive community survey that was distributed to 2,200 households in late-2016 and hosted a series of public meetings (held May 2, May 9, May 19, and May 23).

The Shawnee Strategic Plan is guided by a central *Mission, Vision* and set of *Values* that speak to a desired future for the community. It is built on maximizing existing strengths and embracing opportunities to improve the quality of life for Shawnee citizens. This Plan is designed to be clear, pragmatic and accessible. It includes timelines, measures for success, and financial information critical to successful implementation. It will be a guiding document for the next five years. The Plan should be reviewed annually as part of the budget process and may be amended by action of the City Commission.

RECOMMENDATION

Staff recommends approval of the attached resolution adopting the City's Strategic Plan.

Attachments

City of Shawnee Strategic Plan

2017-2022

DRAFT



Adopted by the Shawnee City Commission
June __, 2017
Resolution #



City of Shawnee Strategic Plan 2017-2022

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City of Shawnee

Strategic Plan

2017-2022

Introduction

This Plan is guided by a central **Mission, Vision** and set of **Values** that speak to a desired future for the community. It is built on maximizing existing strengths and embracing opportunities to improve the quality of life for Shawnee citizens. This Plan is designed to be clear, pragmatic and accessible. It includes timelines, measures for success, and financial information critical to successful implementation. The Shawnee Strategic Plan, as adopted by the Shawnee City Commission shall be a guiding document for the next five years.

Process

The preparation and adoption of this Strategic Plan is an important undertaking. The endeavor was designed to correspond closely with the City's annual budget process and was discussed in greater detail at a City Commission Retreat held on January 6, 2017. The City Commission voted to establish a Strategic Planning Subcommittee comprised of Mayor Richard Finley, Vice-Mayor James Harrod and Commissioner Lesa Shaw on January 17, 2017.

This process was guided heavily by a forecast of City needs over the next five years. Public involvement was critical to ensure the direction of the City is reflective of public desires and concerns. Accordingly, the City conducted its first ever comprehensive community survey that was distributed to 2,200 households in late-2016 and hosted a series of public meetings (held May 2, 9, 19, 23). The City contracted with the National Research Center, a firm that specializes in community surveys for governmental entities. A Community Livability Report (Exhibit 1, Figure 1) was generated that provides the opinions of a scientifically-valid sample of 420 residents of the City of Shawnee.

In summary, the results illustrate the following:

Strengths to Build On	Areas to Improve
• High citizen participation • Overall direction of the City • Strong support for capital needs identified in this Plan • High rated services: Fire, Police, others • Sense of community • Support for downtown efforts • Economic characteristics/development • Quality of life improvements	• Recreation and wellness programs • Customer service enhancements • Street and sidewalk maintenance • Honest and transparent government • Crime prevention, safety • Sidewalks and public transportation • Place to raise children • Overall image and reputation, pride, cleanliness

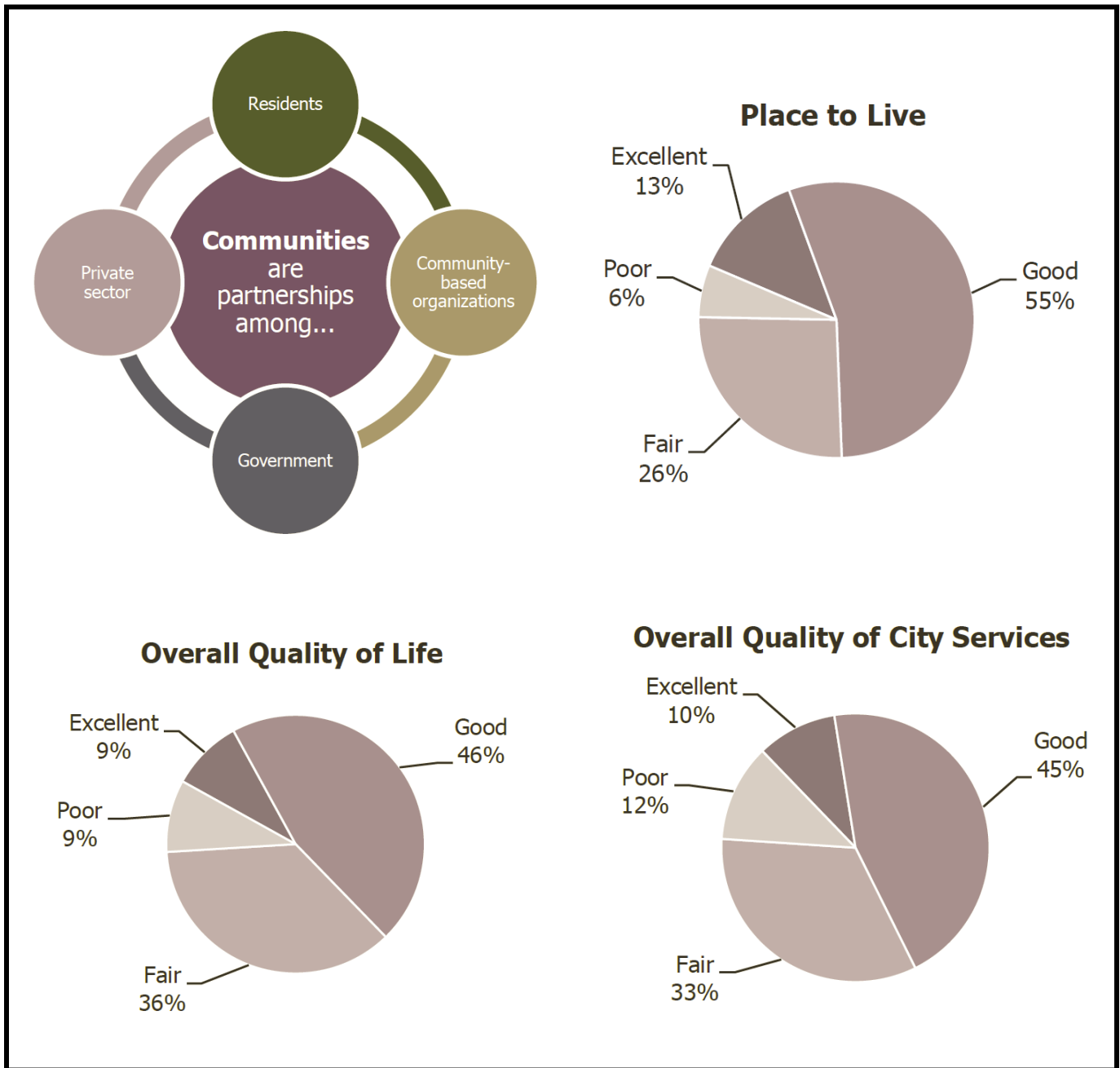


Figure 1: Excerpts from the Shawnee Community Livability Report, 2016 (Exhibit 1)

Mission

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

Serve – Strive – Improve

The City’s mission statement speaks to core of why the municipality exists and who it serves. Figure 2 illustrates how the City’s Mission, Vision and Values work in tandem to support this Plan:



Figure 2: Strategic Planning Process

Vision 2022

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

Core Values

- A. Transparency.** The principles of integrity, accountability and openness will guide the City and help to increase and promote levels of trust between the City and its citizenry.
- B. Collaboration.** The City actively seeks collaboration with local, Tribal, State and Federal partners along with many other organizations to advance the community.
- C. Pride.** The City takes pride in its work and helps to foster greater civic pride, remembering that our collective actions help to form a greater sense of community.
- D. Wellness.** The City supports a broad range of wellness initiatives to address community livability and promote a high quality of life.
- E. Fiscal Responsibility.** The City will remain a good steward of taxpayer funds, fostering transparency and best practices through strong accounting and fiscal management policy.
- F. Customer Service.** City employees shall be problem solvers and have the following characteristics: professional, dependable, empathetic, ethical in their work, and be fully committed to supporting the mission, vision, and core values of the City.
- G. Continual Progress.** The City strives to make incremental progress, improving and implementing long-range plans and addressing immediate issues in a prudent and resourceful way that uses data and performance measures to monitor progress and evaluate success.
- H. Strategic Focus.** The City is a place where comprehensive and strategic planning is ongoing and where plans are devised with stakeholder input, including implementation plans that are feasible.
- I. Safety.** Shawnee aspires to be a safe community where all citizens feel secure in their neighborhoods and places of work, leisure, business and worship.

Strategic Themes and Objectives

The core areas of emphasis noted below (Figure 3) were established to be central themes that summarize the strategic direction of the City. It is these pivotal items that will guide the City's efforts and infrastructure improvements over the next five years. These six central themes are what the City will focus on to achieve its Mission and Vision and the Strategic Objectives provide clear operational milestones.



Shawnee Splash Aquatic Center

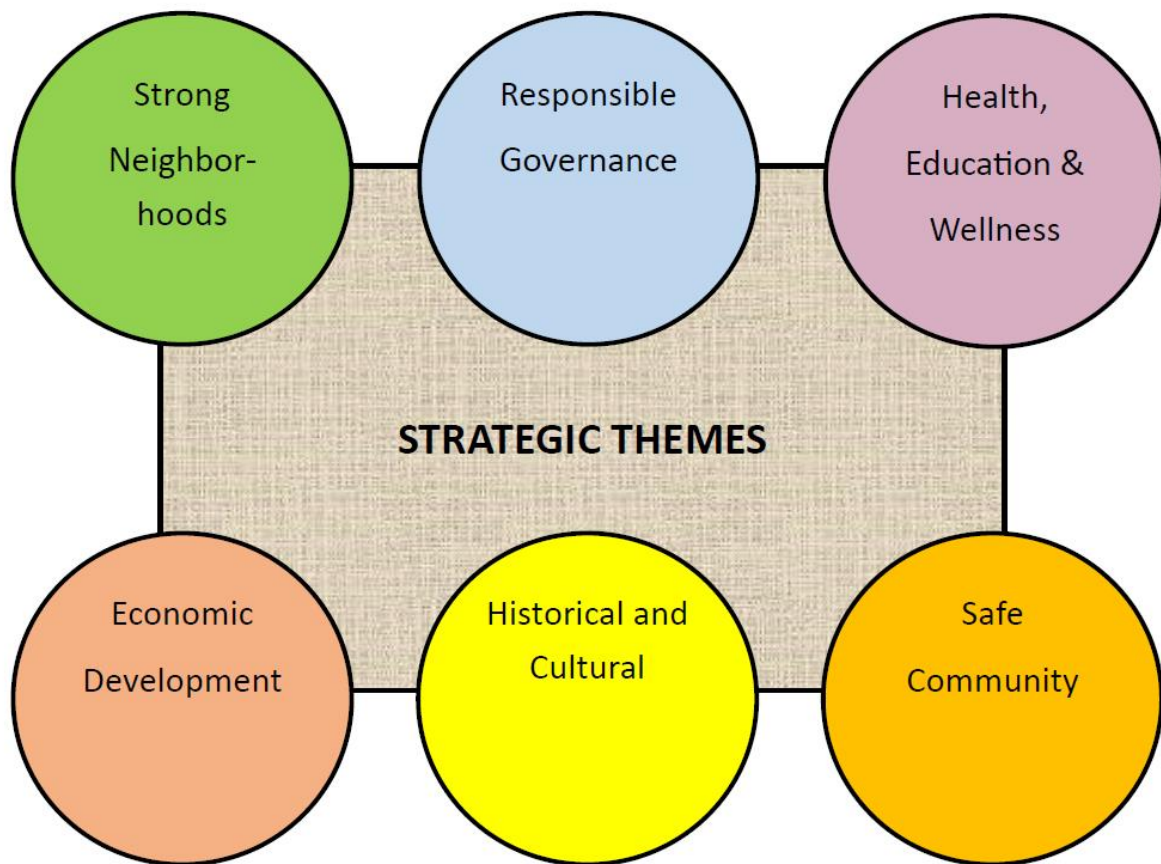
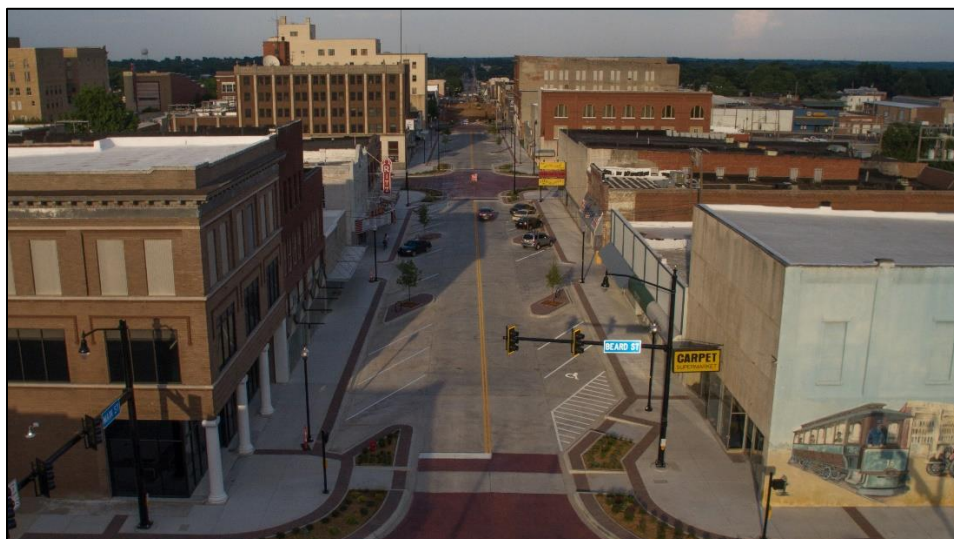


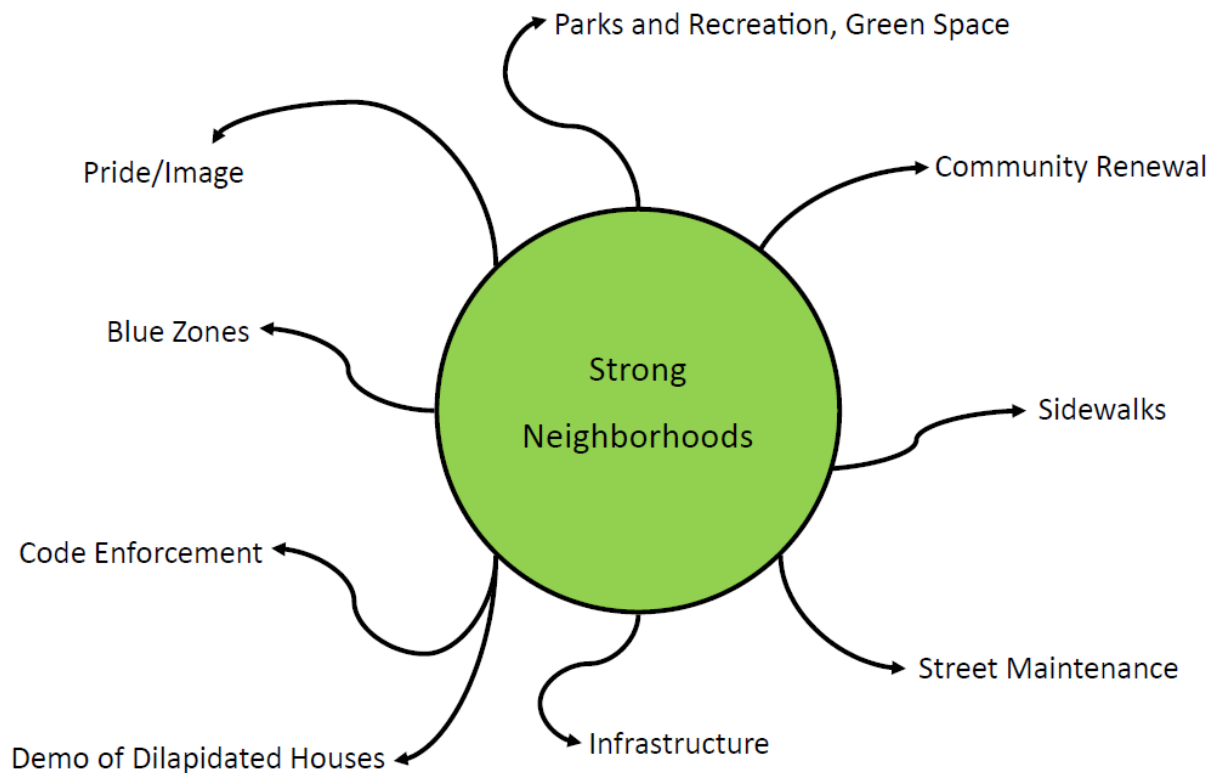
Figure 3: Strategic Themes



Downtown Shawnee

I. Strong Neighborhoods

Shawnee is comprised of a series of neighborhoods and it is within these neighborhoods that citizens judge our delivery of service as it relates to utilities, street maintenance, code enforcement, proximity to parks and sidewalks, and form an overall image of this community. Strong neighborhoods comprise a social fabric of community norms and organizations such as Community Renewal are effectively working to strengthen bonds. The 2016 Citizen Survey indicated a strong desire from the public for stronger neighborhood improvement measures by the City.

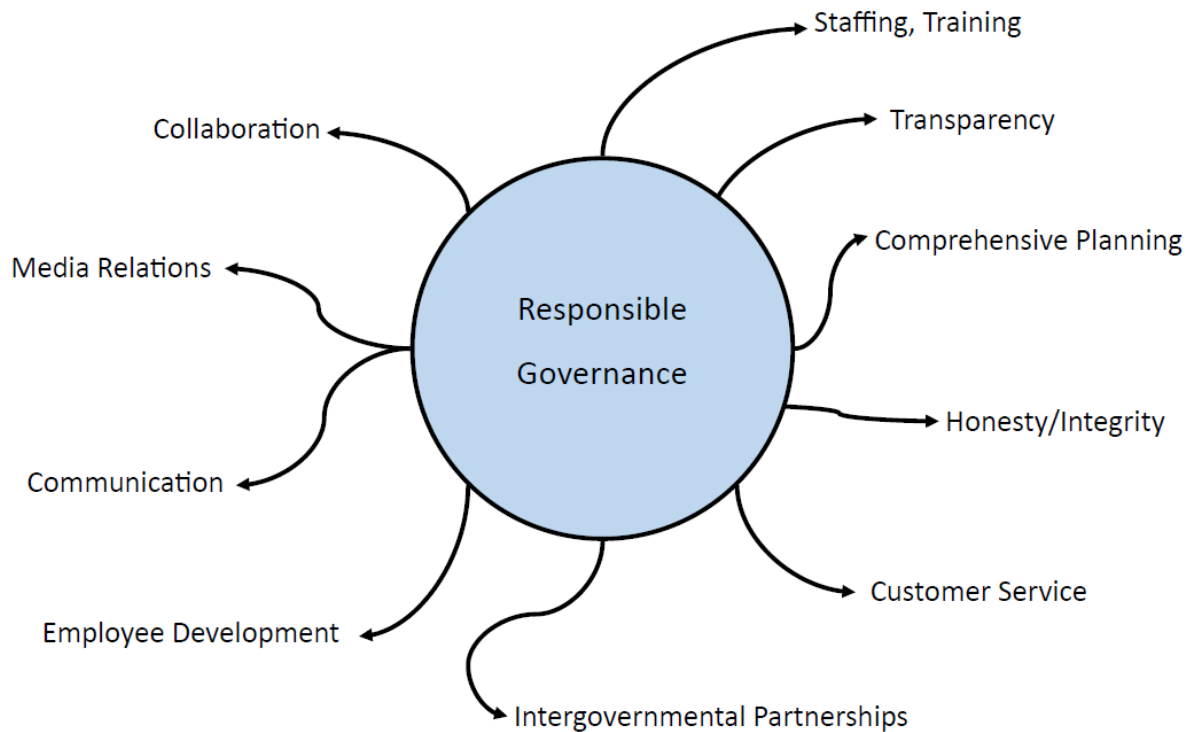


Strategic Objectives

1. Promote vibrant walkable neighborhoods that are close to parks and other amenities
2. Improve housing conditions and neighborhood redevelopment
3. Eliminate blight including debris removal
4. Reduce crime and improve on crime prevention strategies
5. Enhance pride in the community and support neighborhood cohesion
6. Maintain good public infrastructure in a cost-effective manner

II. Responsible Governance

The City will be guided by an ethos of integrity, collaboration and employee development. We will generate practical and transparent plans that are focused on the long-term and incorporate life-cycle costs. In addition, the City will be collaborative and work with all stakeholders to continually improve and advance. Staff will be provided with the tools and administrative discretion necessary to do their work and serve the public. Service delivery enhancements will be evaluated and implemented.

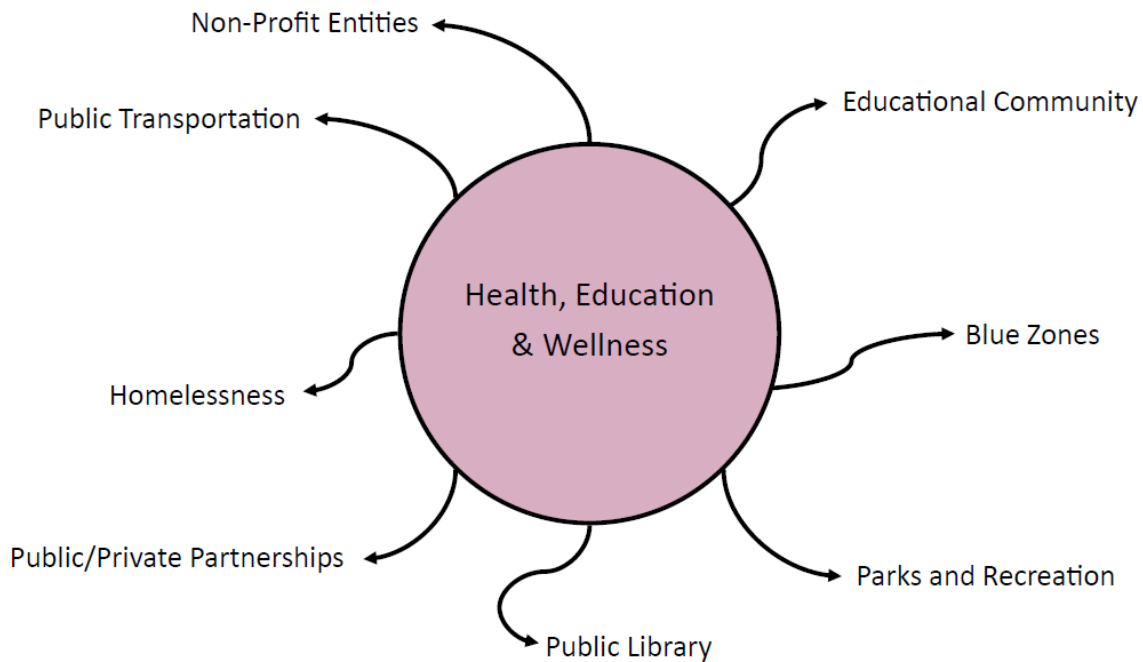


Strategic Objectives

1. Improve citizen satisfaction with governmental services throughout all levels of the organization
2. Improve public access to information and enhance public education and engagement
3. Support City employee growth, career progression, and succession planning
4. Optimize the use of technology across the organization to improve services and efficiency
5. Support an organizational culture that reinforces and rewards adherence to the City's Mission, Vision and Values
6. Be committed to continuous improvement and to a system of monitoring and improvement
7. Work with all governmental and nonprofit entities to facilitate community initiatives and plan for a better future

III. Health, Education and Wellness

The 2016 Citizen Survey indicated very low community satisfaction with parks and recreational opportunities in the City. With the Avedis Foundation's support, the Blue Zones initiative provides a critical opportunity to change the course for the community. Health, education and wellness also extends to issues such as homelessness and mental health. The City will work with all stakeholders to improve health and wellness opportunities and outcomes in the community.



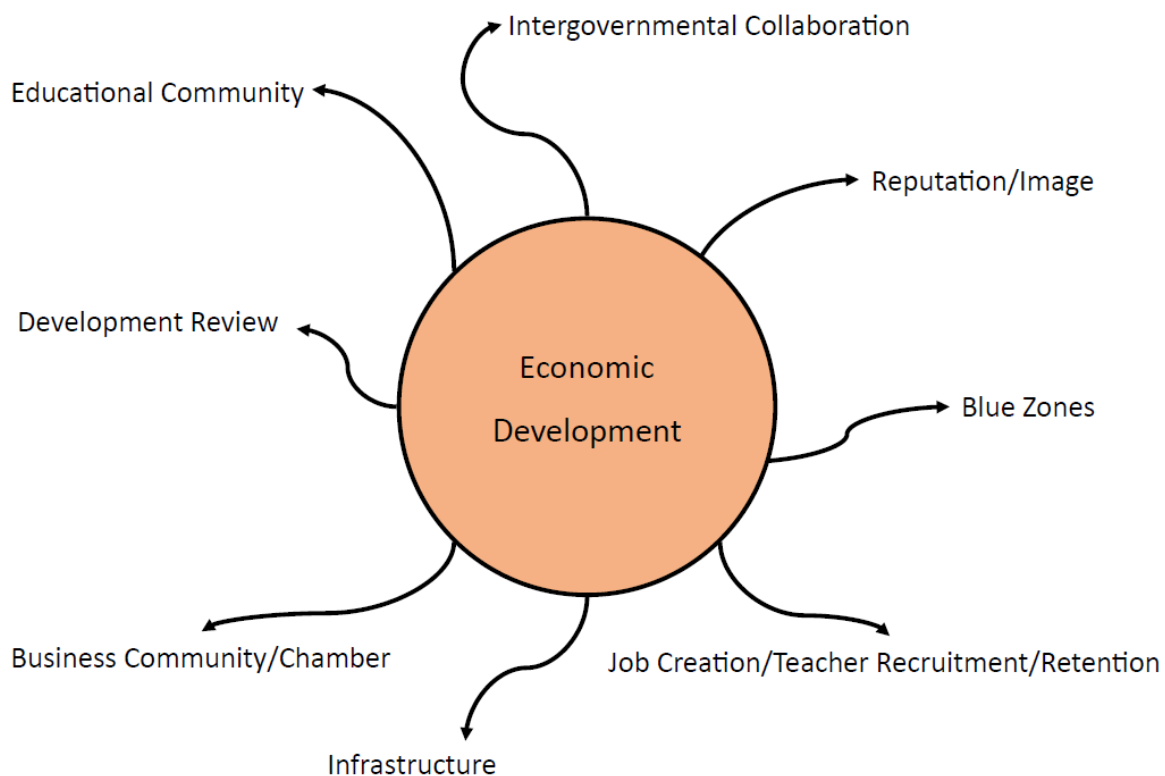
Strategic Objectives

1. Improve the overall health and wellness of the community
2. Provide better access to sidewalks, trails and parks
3. Promote a strong downtown as the heart of the community
4. Support the public library as a key partner
5. Reduce vagrancy and support solutions for homelessness
6. Enhance public transportation
7. Support the diverse educational community and assist where possible in the hiring/retention of educators
8. Form public/private partnerships to support health and wellness initiatives and work closely with all stakeholders

IV. Economic Development

Support for economic development efforts ranked high in the 2016 Community Survey. The quality and availability of new commercial development has been well-received by the general public. There is more to do however, and much rests on developing partnerships with a variety of parties as indicated in the diagram below. The City can most directly play a role by establishing clear rules and guidelines with an efficient and fair permitting process, making infrastructure enhancements, actively engaging in retail and industrial recruitment and working closely with the Shawnee Economic Development Foundation, the Great Shawnee Area Chamber of Commerce, and all governmental entities.

Community-wide initiatives like Blue Zones and addressing the overall reputation and image of Shawnee are also paramount. The City has made major improvements in downtown Shawnee and survey results indicate that the public supports continued emphasis on downtown and economic development.



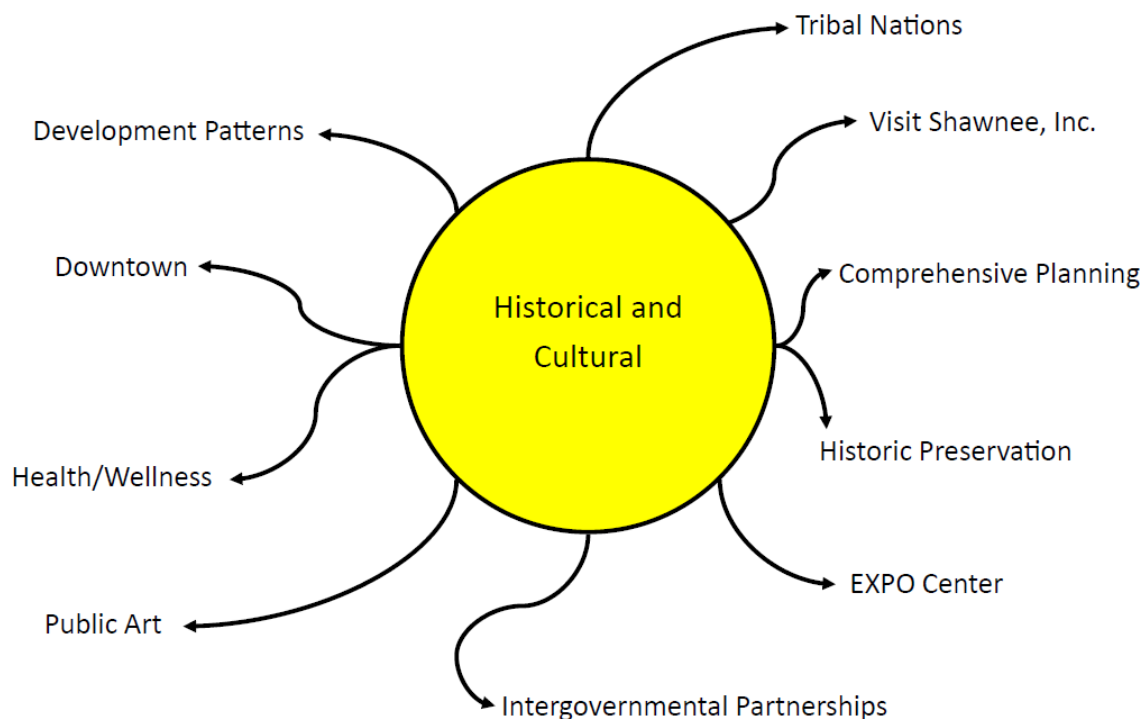
Strategic Objectives

1. Continue to support a broad array of economic development initiatives to grow the economy and provide more goods and services to Shawnee and surrounding communities
2. Make Shawnee a preferred place to do business and invest
3. Plan for and seek funding for major roadway projects as inducers of economic development
4. Work closely with the SEDF to support economic development
5. Provide adequate public infrastructure to support economic development
6. Continue to make quality of life/place enhancements
7. Make Shawnee a place where more people want to reside, invest, conduct business in, and visit

V. Historical and Cultural

Shawnee has extensive historical and cultural resources that enrich the identity of the City and add to the rich social fabric of the community. Native Americans hold a central role in our regional identity and local Tribal Nations are an important part of the community. The new Pottawatomie County Museum will celebrate area history and diversity when completed in 2018. The City strives to be an inclusive place that values the intricate nature of our history and evolving cultural influences and how they influence contemporary practices and decisions.

Since early pioneer days, the Shawnee area also has relied on a strong agricultural base and the Heart of Oklahoma Exposition Center (EXPO) is home to many livestock events and is also the site of the County Fair and the famous International Youth Finals Rodeo (IFYR). The heart of the community – downtown Shawnee – is seeing major reinvestment on the heels of the completion of the streetscape project. Shawnee will work with partners such as Visit Shawnee, Pottawatomie County, the Pottawatomie County Museum, and all Tribal Nations to support and promote cultural events and highlight our community and its heritage. Lastly, Shawnee’s diverse array of education institutions makes us a center of learning for the region, with several institutions being in place for over a century.



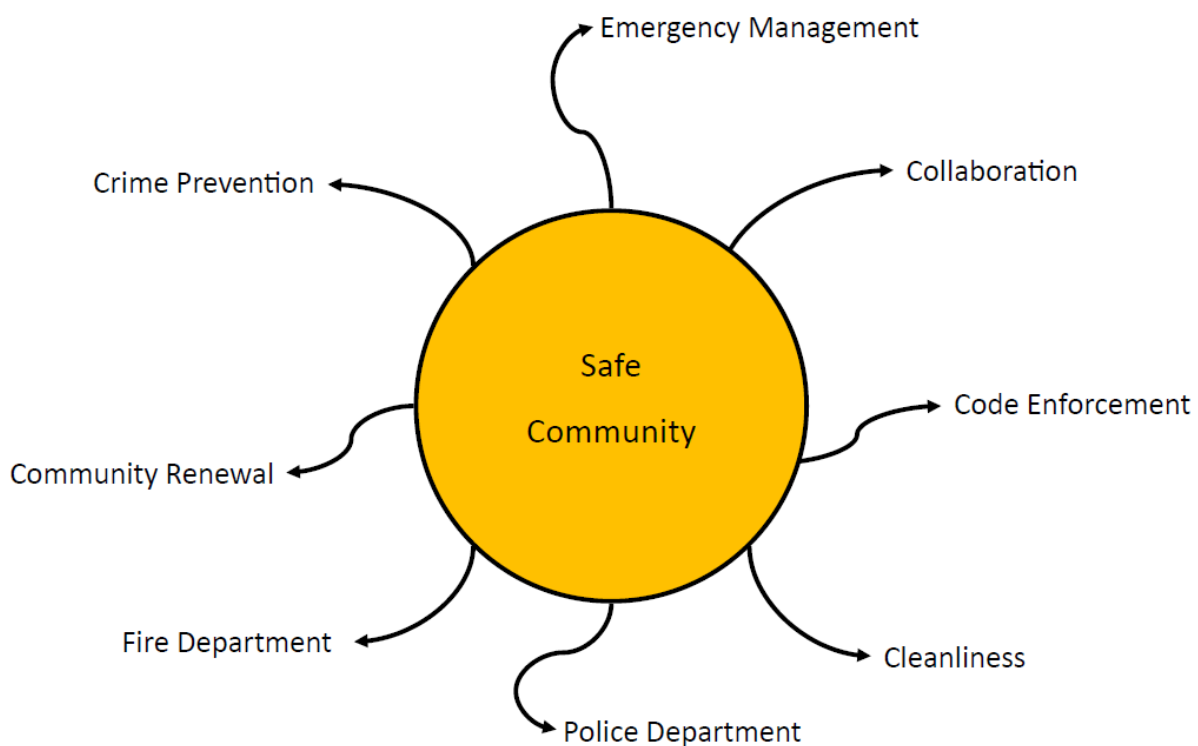
Strategic Objectives

1. Support efforts to promote regional culture and history
2. Support the EXPO and work with partner to enhance this important regional facility
3. Support historic preservation and adaptive reuse of buildings
4. Incorporate historical and cultural considerations into planning documents and decision-making efforts
5. Work with local Tribal nations to promote arts, culture and tourism in Shawnee

VI. Safe Community

A safe community is comprised of various elements that work in tandem to ensure citizens, businesses, property owners, and visitors to Shawnee feel comfortable in their daily routines and in their neighborhoods at night. A safer community ranked very high on the 2016 Citizen Survey and the community also highlighted a desire to put a greater emphasis on crime prevention.

The City will work with partners like Community Renewal, law enforcement agencies, fire and life safety agencies and other agencies and non-profits to promote a safe and prosperous community. The City will also work to ensure that they have the equipment, personnel, training and capital asset items that they need to keep our community safe.



Strategic Objectives

1. Maintain adequate personnel, training and equipment to keep the public safe
2. Address the long-term space needs for the Police Department
3. Address training facility needs for the Fire Department
4. Lower crime rates throughout the City and improve crime prevention efforts
5. Partner with the law enforcement community and continue to seek cooperative efforts and efficiencies

Strategic Action Plan

The table below reiterated the City's Strategic Objectives and includes specific Action Items organized by each Strategic Theme. Potential outcome metrics are also listed to assist with measuring the level of successful implementation. The objectives and action items support the Mission, Vision and Values of the City and will be further reflected on the five-year Capital Improvement Plan that begins on Page 15.

Table 1: Strategic Objectives, Action Items and Outcome Metrics

STRATEGIC OBJECTIVES	ACTION ITEMS	OUTCOME METRICS
STRONG NEIGHBORHOODS		
- Promote vibrant walkable neighborhoods that are close to parks and other amenities - Improve housing conditions and neighborhood redevelopment - Eliminate blight including debris removal - Reduce crime and improve on crime prevention strategies - Enhance pride in the community and support neighborhood cohesion - Maintain good public infrastructure in a cost-effective manner	- Enhance code enforcement efforts and dedicate funding towards demolition efforts - Utilize CDBG/Urban Renewal funds to support target neighborhoods through homeowner assistance and demolition - Implement additional community policing activities and support the bike patrol program - Support Community Renewal efforts and the Block Leader program - Invest in sidewalk and street maintenance and investigate street improvement districts	- Code enforcement stats - Building permits - Crime rates - Survey data - Formation of neighborhood groups/associations
RESPONSIBLE GOVERNANCE		
- Improve citizen satisfaction with governmental services throughout all levels of the organization - Improve public access to information and enhance public education and engagement - Support City employee growth, career progression, and succession planning - Optimize the use of technology across the organization to improve services and efficiency - Support an organizational culture that reinforces and rewards adherence to the City's Mission, Vision and Values - Be committed to continuous improvement and to a system of monitoring and improvement	- Implement a broad array of customer service enhancements including a comprehensive update of the City's website - Update the Shawnee Comprehensive Plan - Promote competitive wages and benefits to retain the City's most valuable commodity – its people - Improve transparency through better communication and updated policies, ordinances and standards - Remodel City Hall to meet the needs of staff and the public - Implement specific performance management criteria across all departments - Conduct interagency planning to best gauge and address needs - Complete an employee satisfaction survey and updated wage scale	- Survey data - Website data - Personnel data - Customer satisfaction data - Quality assurance data

STRATEGIC OBJECTIVES	ACTION ITEMS	OUTCOME METRICS
7. Work with all governmental and nonprofit entities to facilitate community initiatives and plan for a better future		
HEALTH, EDUCATION AND WELLNESS		
1. Improve the overall health and wellness of the community 2. Provide better access to sidewalks, trails and parks 3. Promote a strong downtown as the heart of the community 4. Support the public library as a key partner 5. Reduce vagrancy and support solutions for homelessness 6. Enhance public transportation 7. Support the diverse educational community and assist where possible in the hiring/retention of educators 8. Form public/private partnerships to support health and wellness initiatives and work closely with all stakeholders	3.1 Support Blue Zones initiative by dedicating City resources including staff time to the effort 3.2 Continue implementation of the Master Trail Plan and the City/Avedis Sidewalk Grant Partnership 3.3 Establish a comprehensive recreation department 3.4 Continue to work with the Central Oklahoma Transit System and the Potawatomi Nation to enhance service 3.5 Complete design and work to implement master park plans for key park facilities and the downtown square concept 3.6 Make physical improvements to the City Auditorium, Senior Center, and Community Center 3.7 Adopt revised Street Design Standards that account for best practices related to pedestrian, bike and automotive use	• New miles of sidewalks and trails • Survey data • Recreation participate rates • Transit participation rates • Park sites improved • Bike lanes • Trail lighting
ECONOMIC DEVELOPMENT		
1. Continue to support a broad array of economic development initiatives to grow the economy and provide more goods and services to Shawnee and surrounding communities 2. Make Shawnee a preferred place to do business and invest 3. Plan for and seek funding for major roadway projects as inducers of economic development 4. Work closely with the SEDF to support economic development 5. Provide adequate public infrastructure to support economic development 6. Continue to make quality of life/place enhancements 7. Make Shawnee a place where more people want to reside, invest, conduct business in, and visit	4.1 Continue funding the Shawnee Economic Development Foundation 4.2 Continue efforts to streamline City permitting processes 4.3 Form collaborative partnerships with the private sector and the educational community to support economic development efforts 4.4 Implement improvements to the City's water and wastewater treatment plant(s) in accordance with the Shawnee Municipal Authority Master Utilities Plan 4.5 Actively recruit and incentivize primary job creation and retail expansion 4.6 Adopt a comprehensive street improvement and maintenance plan and consider a "complete streets" policy 4.7 Support intergovernmental cooperative agreements and partner to promote and support economic development	• Income data • Building permit data • Sales tax collections • Employment rates • Infrastructure improvements • Public investment

STRATEGIC OBJECTIVES	ACTION ITEMS	OUTCOME METRICS
HISTORICAL AND CULTURAL		
1. Support efforts to promote regional culture and history 2. Support the EXPO and work with partner to enhance this important regional facility 3. Support historic preservation and adaptive reuse of buildings 4. Incorporate historical and cultural considerations into planning documents and decision-making efforts 5. Work with local Tribal nations to promote arts, culture and tourism in Shawnee	5.1 Provide funds to repair the Santa Fe Depot roof and parking lot 5.2 Support the Pottawatomie County Museum 5.3 Complete a comprehensive master plan for the EXPO 5.4 Investigate the dedication of public funds to public art 5.5 Provide financial assistance to Visit Shawnee, Inc. to support the promotion of Shawnee regionally and nationally 5.6 Ensure the Shawnee Comprehensive Plan is consistent with the historical, cultural and social context of the community 5.7 Support continued enhancement of downtown Shawnee through the creation of Tax Increment Financing Districts 5.8 Provide financial and staff assistance to the Historic Shawnee Alliance 5.9 Create a master plan for the City's historical and cultural resources or include such a plan in the City's Comprehensive Plan update	• Public investment • Public art installations • Work of partners • Private investment • Historic structures • Tourism efforts • Façade grants
SAFE COMMUNITY		
1. Maintain adequate personnel, training and equipment to keep the public safe 2. Address the long-term space needs for the Police Department 3. Address training facility needs for the Fire Department 4. Lower crime rates throughout the City and improve crime prevention efforts 5. Partner with the law enforcement community and continue to seek cooperative efforts and efficiencies	6.1 Review public safety staffing levels and seek ways to address personnel needs 6.2 Procure a new police headquarters building and consider sharing space with law enforcement partners 6.3 Address large fire apparatus needs and explore the construction of a fire-training facility 6.4 Remodel Fire Stations No. 1 and No. 3 6.5 Support Community Renewal <i>neighbor-to-neighbor</i> effort 6.6 Monitor and manage infrastructure improvements	• Crime rates • Response rates • Service calls • Survey data • Interagency cooperation agreements

Capital Improvement Plan

Table 2 provides an overview of major capital projects that the City anticipates undertaking between 2017 and 2022, if funding is available and is not in priority order. The CIP includes major capital projects of \$50,000 and greater. Smaller items, general equipment and vehicles, and annual street maintenance funds are not included in the list. If funding is noted under the “City Funding” column, then the City has sufficient funds to budget at the anticipated time of payment. The “Non-City Funds” column includes funding that has been secured by funding partners or may be secured in the future through successful grant application or other means.

The Shawnee Municipal Authority has a separately adopted Master Plan and list of capital projects that was adopted by the City Commission on October 6, 2014 and is also considering a 5-year budget that is scheduled for consideration by the Shawnee City Commission on June 5, 2017. It is important to state that not all Action Items noted in Table 1 above, directly correspond with a major capital item. Many items are to be conducted through internal action and smaller purchasing and operational/administrative efforts.

Table 2: City of Shawnee, Capital Improvement Plan 2017-2022 (not in priority order)

ID	DEPARTMENT	ITEM DESCRIPTION	ESTIMATE	CITY FUNDING	NON-CITY FUNDS	FUNDING SOURCES
1	Police	Police Headquarters Building	\$2,000,000			City
2	Fire	Station 2 Remodel	\$1,500,000	\$1,500,000		City
3	Fire	Pumper Truck	\$658,000	\$657,102		City
4	Fire	Ladder Truck	\$997,000	\$997,000		City
5	Fire	Remodel of Station 1, Station 3	\$950,000			City
6	Fire	Training Center (done in phases)	\$750,000		\$375,000	City, grants, donations
7	Streets	Kickapoo - Spur to Farrall (City portion)	\$19,118,590	\$3,800,000	\$15,318,590	ODOT, City, SMA
8	Streets	Major Street Enhancements	\$5,500,000	\$1,000,000	\$2,500,000	City, ODOT
9	Streets	MacArthur Street Sidewalk	\$675,000	\$188,460	\$486,640	ODOT, City, Avedis
10	Streets	Sidewalk/Trails Projects	\$3,500,000	\$1,750,000	\$1,750,000	City, Avedis
11	Operations/Parks	Major Park Enhancements (various sites)	\$2,500,000		\$1,250,000	City, grants, donations
12	Operations/Parks	Santa Fe Depot Roof and Parking Lot	\$450,000			City
13	Operations/Parks	Auditorium/Senior Center Roof	\$250,000			
14	Operations/Parks	Cemetery Improvements	\$400,000			City, grants, donations

ID	DEPARTMENT	ITEM DESCRIPTION	ESTIMATE	CITY FUNDING	NON-CITY FUNDS	FUNDING SOURCES
15	Operations/Parks	New roofs at various City facilities	\$500,000			City
16	Operations/Parks	Garage building (operations, SMA, streets)	\$1,250,000	\$600,000		City, SMA
17	Operations/Parks	Downtown Square	\$400,000		\$200,000	City, grants, donations
18	Operations/Parks	Community Center Remodel	\$200,000		\$75,000	City, grants
19	Operations/Parks	Kiwanis Park Restroom (Lake)	\$200,000		\$100,000	City, grants
20	Operations/Parks	Optimist Park splash pad and restroom	\$700,000		\$350,000	City, grants
21	Operations/Parks	Auditorium Remodel	\$500,000		\$250,000	City, grants
22	Operations/Parks	City Hall Remodel	\$1,500,000			City
23	EXPO	EXPO Master Plan implementation	\$3,000,000		\$1,500,000	City, County, grants
24	Community Development	Comprehensive Plan Update	\$150,000	\$75,000		City
25	Information Technology	City website redesign	\$50,000	\$50,000		City
26	Emergency Management	Radio system upgrades	\$750,000			City, grants
27	Emergency Management	Community Warning Siren Upgrades	\$150,000			City
28	SAA	T-Hanger Expansion Project	\$1,175,877		\$1,047,963	City, SAA, SIA
Totals			\$49,774,467	\$10,617,562	\$25,203,193	

Project Timeframes

Table 3 includes estimated completion dates for each capital project. Dates and projects may be adjusted based on available funding, grant opportunities and to account for spending priorities during the life of this Plan. Some projects will be phased in or include separate sites (such as major park improvements).

Table 3: Projected Fiscal Year(s) for CIP Projects

ID	DEPARTMENT	ITEM DESCRIPTION	17-18	18-19	19-20	20-21	21-22
1	Police	Police Headquarters Building		X	X		
2	Fire	Station 2 Remodel	X				
3	Fire	Pumper Truck	X				
4	Fire	Ladder Truck	X				
5	Fire	Remodel of Station 1, Station 3					X
6	Fire	Training Center (done in phases)			X	X	X
7	Streets	Kickapoo - Spur to Farrall (City portion)		X	X		
8	Streets	Major Street Enhancements				X	X
9	Streets	MacArthur Street Sidewalk		X			
10	Streets	Sidewalk/Trails Projects	X	X	X	X	X
11	Operations/Parks	Major Park Enhancements		X	X	X	X
12	Operations/Parks	Santa Fe Depot Roof and Parking Lot		X			
13	Operations/Parks	Auditorium/Senior Center Roof		X			
14	Operations/Parks	Cemetery Improvements			X		
15	Operations/Parks	New roofs at various City facilities		X	X	X	X
16	Operations/Parks	Garage building (operations, SMA, streets)		X			
17	Operations/Parks	Downtown Square				X	
18	Operations/Parks	Community Center Remodel				X	
19	Operations/Parks	Kiwanis Park Restroom (Lake)					X
20	Operations/Parks	Optimist Park splash pad and restroom					X
21	Operations/Parks	Auditorium Remodel				X	

ID	DEPARTMENT	ITEM DESCRIPTION	17-18	18-19	19-20	20-21	21-22
22	Operations/Parks	City Hall Remodel					X
23	EXPO	EXPO Master Plan In Process		X	X	X	X
24	Community Development	Comprehensive Plan Update	X	X			
25	Information Technology	City website redesign	X				
26	Emergency Management	Radio system upgrades		X			
27	Emergency Management	Community Warning Siren Upgrades		X	X	X	X
28	SAA	T-Hanger Expansion Project			X		

Financial Discussion

The Five-Year CIP includes a series of substantial improvements that the City is committed to making. Funding for each project is not presently secured and some project rely heavily on the procurement of outside funding and grants. Debt finance is contemplated in the amount of \$5 million in the year 2021, when the City pays off some previously issued debt that funded much needed capital projects such as the municipal pool and EXPO parking lot (Figure 4).

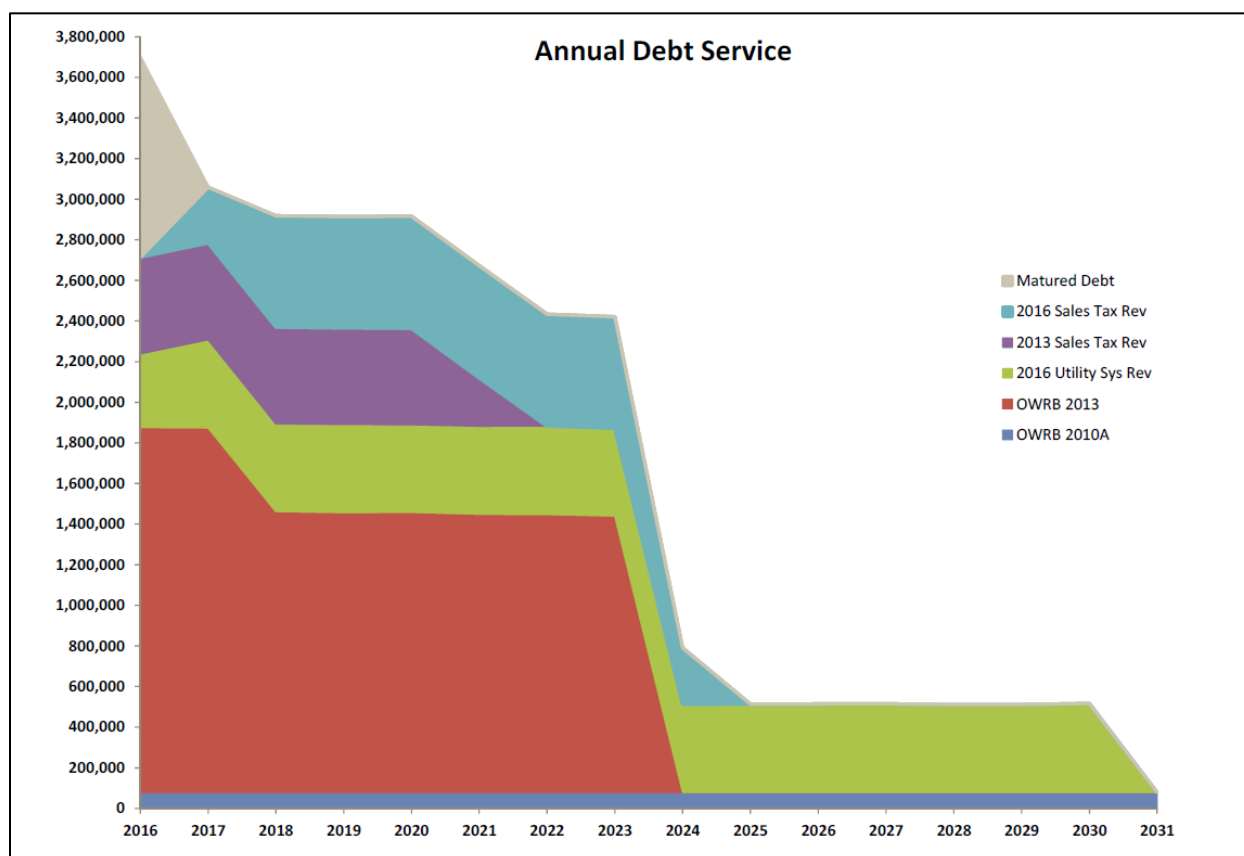


Figure 4: City of Shawnee, Annual Debt Service

Even with generous outside funding and additional debt issuance, the City is still short by approximately \$7.8 million to complete all of the projects on the list (Table 4). Therefore, additional public funding will be needed to complete the project list in full.

Table 4: CIP Project Funding

Total CIP Projects	\$49,774,467
City Funding	\$10,617,562
Non-City Funding (grants, etc.)	\$25,203,193
Funding Still Needed	\$13,953,712
Capital Allocation (5-year total)	\$1,250,000
Bond/Debt Issuance (2021)	\$5,000,000
Unfunded Portion	\$7,703,712

General Obligation Bonds

General Obligation ("G.O.") Bonds are issued to fund capital improvements and are paid off by property taxes. As of March 2017, the City of Shawnee had no outstanding G.O. Bonds. The City's most recent G.O. Bonds were paid off on February 1, 2009, when the City made its final principal payment of \$100,000 on bonds which were used for street improvements.

Debt on property tax rolls must be approved by a vote of the people. In many cities, the school districts use property tax levies and the cities use sales tax. Current levies of other Oklahoma cities are:

Nichols Hills	29.14
Broken Arrow	16.92
Oklahoma City	14.81
Moore	14.67
Norman	14.11
Jenks	13.29
Del City	5.77
Yukon	4.48
Bethany	4.30
Mustang	2.35
Midwest City	0.96
Edmond	0.00
Shawnee	0.00

With an average levy of 3.70 mills Shawnee could repay \$5,000,000 of debt in 10 years. With an average levy of 6.80 mills Shawnee could repay \$5,000,000 of debt in 5 years. The funds would have to be used for capital purposes for the City of Shawnee. A vote of the people would be required.

Sales Tax

Pursuant to an election held in the City on the 2nd day of March, 1999, a majority of the qualified voters voting in said election approved the amendment of City Ordinance No. 1080 NS to (a) expand the purposes for which the proceeds of the one percent (1%) sales tax levied thereby may be used to include, among other things, the dedication of 7/8ths of such one percent (1%) sales tax to (i) capital improvements, (ii) economic development, or (iii) the payment of debt service on bonds issued by the City or a public trust of which the City is the beneficiary and (b) establish said one percent (1%) sales tax as a permanent tax. The one cent tax generated approximately \$5,980,000 for fiscal year ending June 2016. Shawnee's sales tax revenue was up 3.86% from the fiscal year ending June 2015.

As stated above, the ballot allows for 7/8ths of the 1 cent to be used for debt service. At present the 7/8ths is pledged to the 2013 Sales Tax Revenue Note and the 2016 Sales Tax Revenue Note. The annual debt service on these loans is approximately \$1,025,000. The loans were made based upon the lowest bid. In 2011, the Shawnee Municipal Authority borrowed \$1,480,000 at 5% for 5 years and \$2,365,000 at 2.45% taxable for 5 years. The final maturity of the 2011 borrowings was December 2016. In 2013, the Authority borrowed \$2,225,000 at 2.43%. The final maturity of the

2013 Note is September 1, 2020. In 2016, the Authority borrowed \$3,565,000 at 2.14%. The final maturity of the 2016 Note is December 1, 2023.

A new bond could be issued by extending the current payments for 11 years past the current maturities; by doing this, the City could issue sales tax debt of \$10,000,000. The City could also issue additional sales tax debt by increasing the annual debt service payments above \$1,025,000. Below is a list of cities located in the region. As indicated by Table 5, Shawnee has the lowest rate of any of these cities with the exception of Tecumseh, which is at the same level. The average City-only tax rate for all sampled cities was 3.790%. If the Shawnee sales tax rate was at the area average, over \$24 million would be available for operations and projects over the five-year life of the Strategic Plan.

Table 5: Regional Sales Tax Comparison

CITY	STATE SALES TAX	CITY SALES TAX	COUNTY SALES TAX	TOTAL
Ada	4.5%	4.0%	0.875%	9.375
Asher	4.5%	4.0%	1.495%	9.995%
Del City	4.5%	4.0%	--	8.5%
Edmond	4.5%	3.75%	--	8.25%
McCloud	4.5%	4.0%	1.495%	9.995%
Meeker	4.5%	4.0%	1.0%	9.5%
Midwest City	4.5%	3.85%	--	8.35%
Moore	4.5%	3.75%	.25%	8.50%
Norman	4.5%	4.0%	.25%	8.75%
Oklahoma City	4.5%	3.875%	--	8.375%
Seminole	4.5%	4.0%	1.25%	9.75%
Shawnee	4.5%	3.0%	1.495%	8.995%
Tecumseh	4.5%	3.0%	1.495%	8.995%
OVERALL TAX CITY TAX				
Average: 9.025% 3.790%				
Median: 8.995% 4.000%				

Project Funding Example

If the City were to attempt to raise funds of approximately \$7.8 million to fill the funding gap of the CIP, the following allocation could be made:

Police	\$2,000,000
Fire	\$1,350,000
Emergency Management	\$900,000
Streets	\$2,000,000
Parks	\$1,500,000
Total	\$7,750,000

The above funding could be secured with a voter-approved one-quarter cent (0.25) increase in sales tax for a period of five-years.

Performance Measures

A Strategic Objectives included in this Plan must be backed by actionable items that can be objectively measured. Accordingly, Table 1 includes specific Action Items and a list of possible metrics by which to gauge success. Performance measures provide a numerical way to gauge the City's work and response. Using data, the City can determine if its objectives and action items are being sufficiently met and can assist in making informed decisions. These measures also assist with organization priorities, budgeting, daily operations and the allocation of resources.

The City will develop department-specific performance measures as part of implementation of this Strategic Plan (Table 1, Action Item 2.6). In the development and use of performance measure, the City should understand that an effective measurement system should meet the following criteria and be:

- Results Driven – focused on outcomes
- Selective – focused on the most important indicators of performance
- Useful – provide information of value to decision makers and stakeholders
- Accessible – provide timely and transparent information via regular intervals
- Reliable – provide accurate and consistent information

Good performance measures should meet the following criteria and be:

- Relevant – related to the activity being measures and measures matter to the intended audience
- Cost-Effective – benefit must exceed cost of collecting, analyzing and retaining data
- Comprehensive – incorporate significant/meaningful aspects of governmental operations
- Understandable – measures must be clear and concise and non-technical
- Timely – measurements must be made with a frequency that allows them to be used in decision-making, responsive
- Comparable – must be able to compare data over time
- Reliable – measures must have data that is objective and verifiable that can be accurately obtained

Implementation of an effective performance management system rests on developing appropriate types of measures. Measures often include the following types:

- Outcome Measure – quantifiable indicator of public benefits derived from City action
- Output Measure – quantifiable indicator of number of goods or services provided
- Efficiency Measure – quantifiable indicator of productivity expressed in various unit
- Input Measure – indicator of factors, resources or requests that affect City performance

Information adapted from the State of Texas, Guide to Performance Measure Management (2012): <http://www.sao.texas.gov/reports/main/12-333.pdf> and the GASB Concepts Statement No. 2, Service Efforts and Accomplishments Reporting (2008): <http://www.seagov.org/aboutpmg/characteristics.shtml>

Conclusion

This document represents the first Strategic Plan adopted by the City of Shawnee. It has been timed and designed to be adopted concurrent with the FY17-18 City Budget and should be viewed as a living document that can be adapted as needed based on changing circumstances. The Plan should be reviewed annually as part of the budget process and may be amended by action of the City Commission.

This Plan will guide the activities of the City of Shawnee, ensuring that all actions help to achieve our vision and reinforce our mission and core values. This Plan provides a roadmap for continuous improvement and a framework for decision-making and the retooling of organizational culture. Our community is represented by a variety of stakeholders and all viewpoints are important and should be considered in the decision-making process.

The Shawnee of 2022 is certain to be a different place than it is today and it is up to the entire community to ensure that the Shawnee of the future remains a place worthy of calling home.



RESOLUTION NO. _____

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

WHEREAS, the Shawnee City Commission engaged in a strategic planning process beginning in late-2016 and established a Commission Subcommittee on January 17, 2017 to focus on this endeavor; and

WHEREAS, the Strategic Planning Subcommittee devoted numerous hours of research, study, and deliberation to formulate the draft Strategic Plan; and

WHEREAS, the City of Shawnee conducted a Citywide public survey in late-2016 and held public forums on May 2, May 9, May 19 and May 23 of this year to solicit feedback on the draft plan from the community; and

WHEREAS, the Shawnee City Commission finds that the adoption of the Shawnee Strategic Plan is vital to planning for the future of the community and to the allocation of resources; and

WHEREAS, the City Commission deems the final draft of the Shawnee Strategic Plan to be comprehensive, appropriate, aspirational and strategically sound.

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

THAT the City of Shawnee shall be guided by a Strategic Plan and the final draft plan is hereby adopted and approved this 5th day of June, 2017.

City of Shawnee, Oklahoma
A Municipal Corporation

RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

8.

Meeting Date: 06/05/2017

Motorola Lease

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 Memo

Motorola Lease Reso

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: May 31, 2017
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, 2017 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, 2017 through June 30, 2018 unless prior to June 30, 2018 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 2018 as submitted by the City Manager and Finance Director.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution 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, 2017, 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, 2017, and ending on the 30th day of June 2018, 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, 2017.

City of Shawnee, Oklahoma
A Municipal Corporation

ATTEST:

(SEAL)

RICHARD FINLEY, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

9.

Meeting Date: 06/05/2017

AT&T Contract

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

AT&T Contract Memo

AT&T Contract Reso

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: May 31, 2017
Re: Renewal of Service Agreement with A.T. & T.

NATURE OF THE REQUEST:

I am writing to request the Commission's adoption of a Resolution renewing our service agreement with A.T. & T Corporation.

STAFF ANALYSIS/ CONSIDERATIONS:

On January 18, 2017 the City Commission entered into a service agreement with A.T. & T. for provision of telephone services to City Hall, the City Hall Annex, and the Public Works Service Center along with a few other City office locations near City Hall. The term of the agreement was for 36 months unless terminated by the City at the end of a fiscal year.

Unless renewed, our agreement will expire on June 30, 2017 and full payment of the remaining contractual balance will be due to A.T. & T.

This Resolution renews our lease agreement with A. T. & T. from the period July 1, 2017 through June 30, 2018.

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 2018 as submitted by the City Manager and Finance Director.

RESOLUTION NO. _____

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

WHEREAS, on the 11th day of January, 2017, a certain service agreement was made and entered into by and between the City of Shawnee, Oklahoma, and A. T. & T. Corporation covering the provision of A. T. & T.'s "Flexible Reach" solution for telephone service for City Offices, and

WHEREAS, the expiration date of aforesaid service Agreement is June 30, 2017, unless extended in the manner provided in said service Agreement, and

WHEREAS, it is the desire of the City to renew, extend and revitalize said service 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 payments due under the service Agreement have been fully paid to date;

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

THAT the service Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, subject to the approval of the said A.T.& T. 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, 2017, and ending on the 30th day of June 2018.

Dated this _____ day of June, 2017.

City of Shawnee, Oklahoma
A Municipal Corporation

ATTEST:

(SEAL)

RICHARD FINLEY, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

10.

Meeting Date: 06/05/2017

Admin Hrg Appeal

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Admin Hrg Appeal Staff Rpt

Admin Hrg Appeal



MEMORANDUM

AGENDA: June 5th, 2017

TO: Shawnee City Commission

FROM: Justin DeBruin, Community Development Director

RE: Appeal of Administrative Order, 703 S. Pottenger

SUMMARY

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

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

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

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

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

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

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

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

RECOMMENDATION

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

ATTACHMENTS:

1. Exhibit 1 - Letter of Appeal
2. Photos

RECEIVED CITY CLERK'S OFFICE

Date 5/18/17 Time 2:58pm

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

5-18-17

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

To whom it may concern:

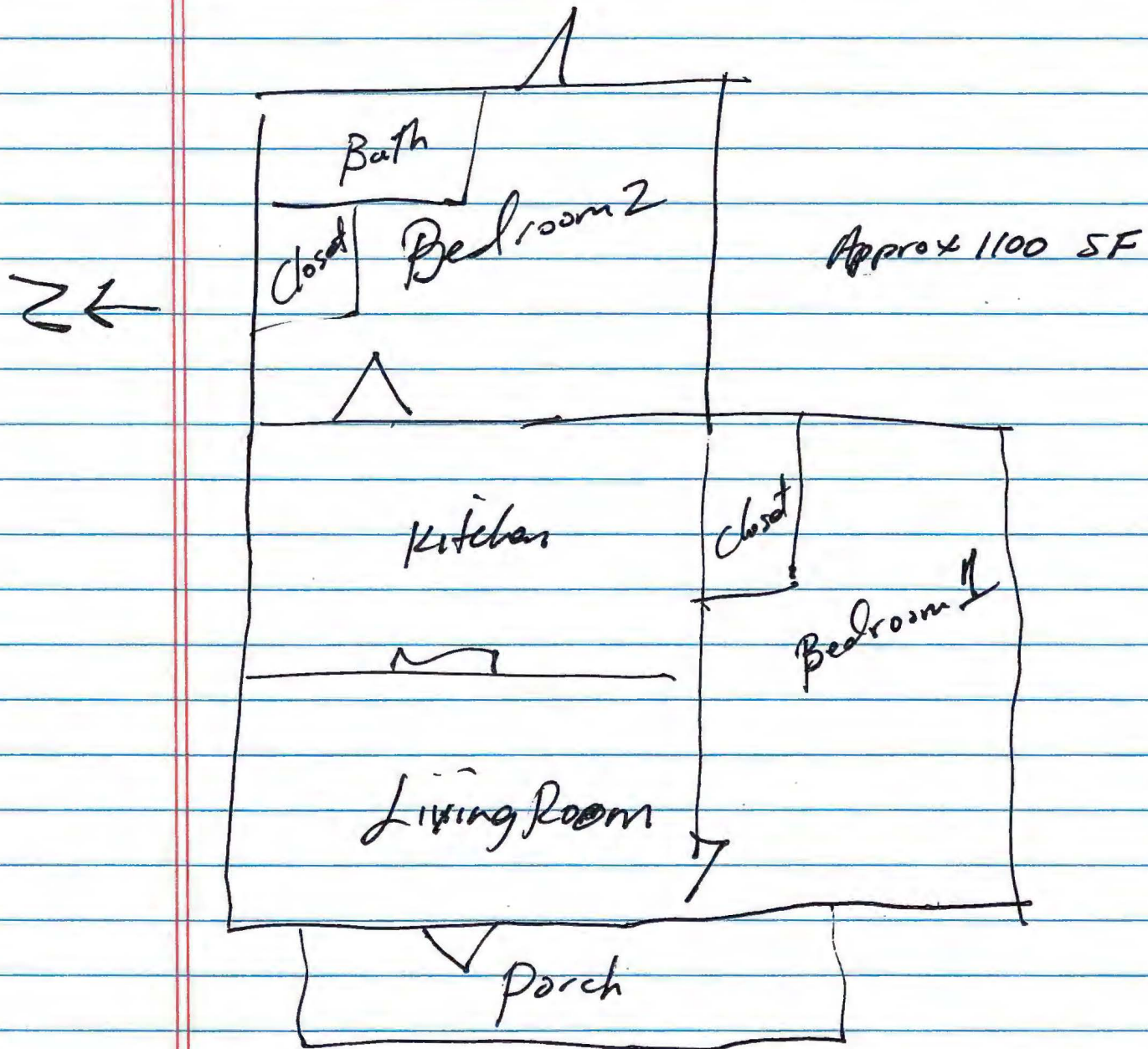
Please take notice that all future notices
and correspondence needs to be sent to:
Clint Latham

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

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

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

703 S. Pottenger

















RECEIVED CITY CLERK'S OFFICE

Date 5/18/17 Time 2:58pm

To: City Clerk
From: Clint Latham, Codiak Investments, Inc. 5-18-17

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

To whom it may concern:

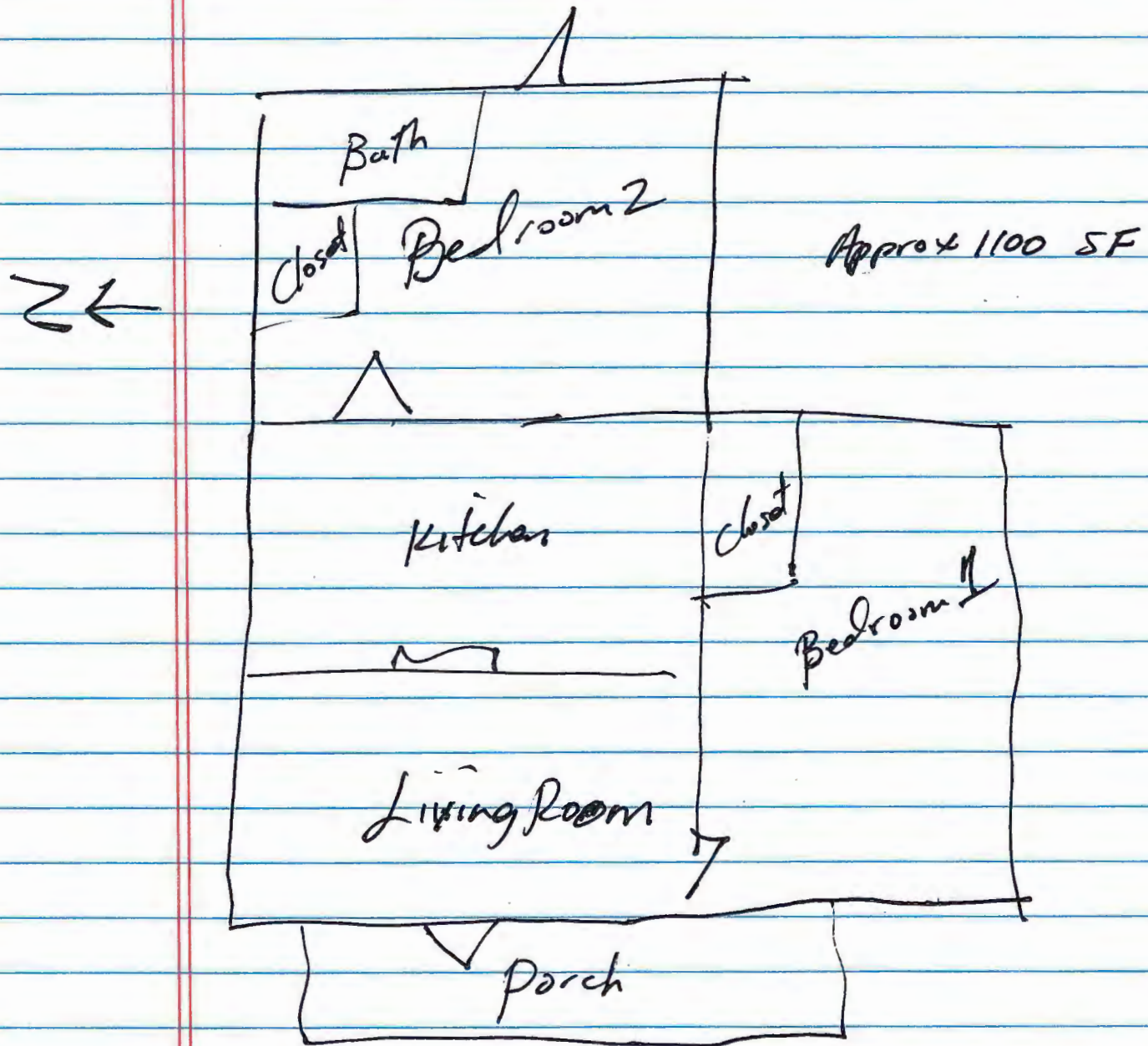
Please take notice that all future notices and correspondence needs to be sent to:
Clint Latham

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

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

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

703 S. Pottenger



Regular Board of Commissioners

11.

Meeting Date: 06/05/2017

Cancel 07-03-2017 Mtg

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration and possible action to cancel the July 3, 2017 City Commission meeting.

Attachments

No file(s) attached.

Regular Board of Commissioners

12.

Meeting Date: 06/05/2017

OMRF Hennen

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Rex Hennen.

Attachments

No file(s) attached.

Regular Board of Commissioners

13.

Meeting Date: 06/05/2017

S11-16 Rolling Hills Final Plat Correciton

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval for a correction to the Final Plat of Rolling Hills Addition, adjusting the location of a twenty (20') foot utility easement. Case No. S11-16. Application: Absentee Shawnee Housing Authority *(Originally considered and approved at the May 16, 2016 City Commission meeting.)*

Attachments

S11-16 Rolling Hills Staff Rpt



**STAFF REPORT
REZONE
CASE #P01-17**

TO: Shawnee City Commission

AGENDA: June 5, 2017

RE: Correction to the Final Plat of Rolling Hills Addition

The applicant, Absentee Shawnee Housing Authority, is requesting a minor correction to the Final Plat of Rolling Hills Addition in order to adjust a portion of an existing utility easement ten (10') feet to the south of its current location. The current placement of the utility easement creates difficulty in placing a legally conforming residential property on site.

Staff has reviewed the request and finds the correction to be minimal in nature, causing no detriment to the “common area,” located south of the subject lot.

As the Addition remains under one ownership, Staff recommends approval of the proposed plat correction, allowing adjustment of the Rolling Hills Addition Final Plat.

CERTIFICATE OF REGISTERED LAND SURVEYOR
CORRECTION OF PLAT

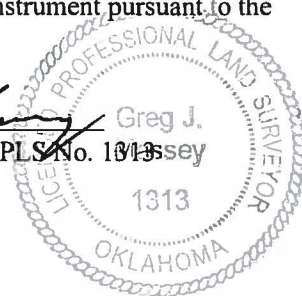
State of Oklahoma)
) SS:
County of Oklahoma)

1. The undersigned, Gregory J. Massey, Registered Land Surveyor in the State of Oklahoma who executed the Final Plat of ROLLING HILLS SECTION 1, an addition to the City of Shawnee, Oklahoma, being a part of the Northwest Quarter of Section 21, Township 10 North, Range 4 East of the Indian Meridian, certifies that said Final Plat was duly filed and recorded in Pottawatomie County, the 18th day of January, 2017 in the office of the County Clerk of Pottawatomie County, Oklahoma.
2. That said instrument contained scrivener's errors affecting Lot 4, all being owned by Absentee Shawnee Housing Authority, which are hereby amended and corrected by this instrument pursuant to the provisions of Section 41-115 of Title 11 of the Oklahoma Statutes.
3. The Surveyor hereby certifies that the 20 feet wide utility easement all being in Lot 4 of said plat shall be corrected to a 20 feet wide utility easement being 10 feet either side of the south lot line of said Lot 4.

(See Attached Exhibit "A")

These errors of the scrivener are hereby amended and corrected by this instrument pursuant to the provisions of Section 41-115 of Title 11 of the Oklahoma Statutes.

Dated this 12th day of May, 2017, by Greg J. Massey
Gregory J. Massey, PLS No. 1313



State of Oklahoma)
) SS:
County of Oklahoma)

Before me, the undersigned Notary Public in and for said County and State, on this 12th day of May, 2017, personally appeared Gregory J. Massey, to me known to be the same person who executed the within and foregoing instrument and acknowledged the same as his free and voluntary act for the uses and purposes therein set forth.

My commission expires: 4/20/2018
Commission No. 02005622



ACCEPTANCE:

Be it resolved by the Council of the City of Shawnee that the Final Plat corrections of Lot 4 of the Final Plat of ROLLING HILLS SECTION 1 as shown hereon, are approved by the City of Shawnee on this _____ day of _____, 2017.

ATTEST:

CITY OF SHAWNEE, OK

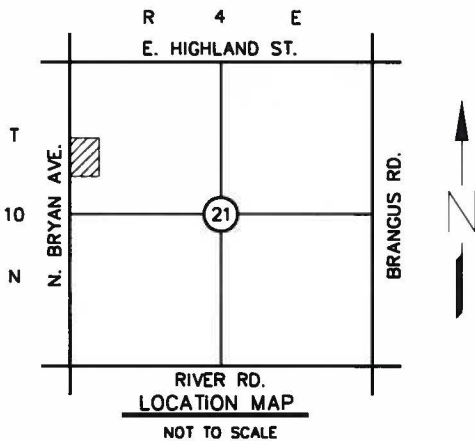
City Clerk

Mayor

Reviewed and approved as to form and legality

Municipal Counselor

DATE: MAY, 2017
LOCATION: ROLLING HILLS ADDITION
SECTION 1,
SHAWNEE, OK.



Regular Board of Commissioners**14.a.**

Meeting Date: 06/05/2017

Bids Rehab Concrete Sts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Rehab Concrete Memo

Rehab Concrete Notice

Rehab Concrete Mailing List

Rehab Concrete Plan Holders



June 1, 2017

To: Justin Erickson, City Manager

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

Re: Award Recommendation for FY16-17 Rehab Concrete Streets Project
(Contract No. COS-PW-16-04)

The City received bids for the above referenced project and they were opened at the May 16, 2017 City Commission Meeting. Attached are the Bid Tabulation Sheet from that night, and also attached are the bid tabulations for each bid received. The low bid received was from Big Star Services, LLC (Sand Springs, Ok) in the amount of \$474,225 and the second low bid received was from MTZ Construction (Oklahoma City, Ok) in the amount of \$480,250. Not ever having received a bid from Big Star on previous projects, nor having ever heard of their company, nor familiar with their ability to do the work, we requested Big Star to submit a listing of past projects and references (see attached email correspondence).

Big Star submitted eight (8) references of past projects and all but one was for utility type work, i.e. road bore, water line installation, directional drilling, etc., and only one was for roadway/street construction, and that one is currently under construction, but it's only a one block street reconstruction project in Ponca City. Upon request to Big Star to resubmit another reference listing for their paving projects they had worked for previous years, we received back the same listing that they had submitted previously.

Although Big Star was the low bid by \$6,025, staff cannot recommend to the City Commission to award the Rehab Streets Project to them due to their lack of experience and work on road/street paving projects, which we find as a company, Big Star Services has not completed any road/street paving projects, and their only experience is on a one block project in Ponca City that is currently being worked.

Staff does recommend award of the Rehab Concrete Streets Project to MTZ Construction in the amount of \$480,250. MTZ Construction is a very experience paving contractor (past projects and reference listing attached), and is under contract with the City on our Avedis/City Sidewalk Project which is currently under construction.

BID TABULATION SHEET

FY 16-17 REHAB CONCRETE STREETS PROJECT

CONTRACT NO. COS-PW-16-04

MAY 16, 2017

<u>BIDDER</u>		<u>AMOUNT</u>
<u>Tom Hudson Paving, Inc.</u> Guthrie, OK	⑧ \$	<u>844,650.36</u>
<u>Silver Star Construction Co., Inc.</u> Moore, OK	⑦	<u>656,000.00</u>
<u>MTZ Construction, Inc.</u> Oklahoma City, OK	②	<u>480,250.00</u>
<u>Parathon Construction</u> Edmond, OK	④	<u>491,000.00</u>
<u>A-Tech Paving</u> Oklahoma City, OK	③	<u>489,250.00</u>
<u>Rudy Construction Co.</u> Oklahoma City, OK	⑤	<u>576,000.00</u>
<u>Big Star Services, LLC</u> Sand Springs, OK	①	<u>474,225.00</u>
<u>C-P Integrated Services, Inc.</u> Oklahoma City, OK	⑥	<u>583,853.75</u>

COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	BIG STAR SERVICES, LLC UNIT PRICE	BIG STAR SERVICES, LLC TOTAL	MTZ CONSTRUCTION UNIT PRICE	MTZ CONSTRUCTION TOTAL
1	202 (C)	UNCLASSIFIED EXCAVATION	1,000	C.Y	\$ 8.00	\$ 8,000.00	\$ 10.00	\$ 10,000.00
2	230 (A)	SOLID SLAB SODDING	500	S.Y.	\$ 9.00	\$ 4,500.00	\$ 4.00	\$ 2,000.00
3	303	AGGREGATE BASE	1,500	TONS	\$ 24.20	\$ 36,300.00	\$ 35.00	\$ 52,500.00
4	414 (B)	6" CONCRETE PAVING {H.E.S.}	7,500	S.Y.	\$ 35.55	\$ 266,625.00	\$ 45.00	\$ 337,500.00
5	619 (B)	CONCRETE PAVEMENT REMOVAL	7,500	S.Y.	\$ 17.55	\$ 131,625.00	\$ 7.00	\$ 52,500.00
6	619 (C)	SAW CUTTING EXIST. PAVING	500	L.F.	\$ 4.00	\$ 2,000.00	\$ 2.00	\$ 1,000.00
7	800	TRAFFIC CONTROL	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00
8	609 (A)	6" INTEGRAL CURB	750	L.F.	\$ 16.90	\$ 12,675.00	\$ 15.00	\$ 11,250.00
9		MOBILIZATION	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00
TOTAL AMOUNT OF BASE BID						\$ 474,225.00		\$ 480,250.00

COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	A-TECH PAVING UNIT PRICE	A-TECH PAVING TOTAL	PARATHON CONSTRUCTION UNIT PRICE	PARATHON CONSTRUCTION TOTAL
1	202 (C)	UNCLASSIFIED EXCAVATION	1,000	C.Y	\$ 12.00	\$ 12,000.00	\$ 8.00	\$ 8,000.00
2	230 (A)	SOLID SLAB SODDING	500	S.Y.	\$ 4.00	\$ 2,000.00	\$ 3.50	\$ 1,750.00
3	303	AGGREGATE BASE	1,500	TONS	\$ 40.00	\$ 60,000.00	\$ 30.00	\$ 45,000.00
4	414 (B)	6" CONCRETE PAVING {H.E.S.}	7,500	S.Y.	\$ 42.50	\$ 318,750.00	\$ 46.50	\$ 348,750.00
5	619 (B)	CONCRETE PAVEMENT REMOVAL	7,500	S.Y.	\$ 8.00	\$ 60,000.00	\$ 8.00	\$ 60,000.00
6	619 (C)	SAW CUTTING EXIST. PAVING	500	L.F.	\$ 4.00	\$ 2,000.00	\$ 4.00	\$ 2,000.00
7	800	TRAFFIC CONTROL	1	L.S.	\$ 12,000.00	\$ 12,000.00	\$ 4,000.00	\$ 4,000.00
8	609 (A)	6" INTEGRAL CURB	750	L.F.	\$ 10.00	\$ 7,500.00	\$ 13.00	\$ 9,750.00
9		MOBILIZATION	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 11,750.00	\$ 11,750.00
TOTAL AMOUNT OF BASE BID					\$ 489,250.00		\$ 491,000.00	

COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	RUDY CONSTRUCTION UNIT PRICE	RUDY CONSTRUCTION TOTAL	C-P INTEGRATED UNIT PRICE	C-P INTEGRATED TOTAL
1	202 (C)	UNCLASSIFIED EXCAVATION	1,000	C.Y	\$ 10.00	\$ 10,000.00	\$ 15.43	\$ 15,430.00
2	230 (A)	SOLID SLAB SODDING	500	S.Y.	\$ 3.00	\$ 1,500.00	\$ 5.47	\$ 2,735.00
3	303	AGGREGATE BASE	1,500	TONS	\$ 38.00	\$ 57,000.00	\$ 26.12	\$ 39,180.00
4	414 (B)	6" CONCRETE PAVING {H.E.S.}	7,500	S.Y.	\$ 50.00	\$ 375,000.00	\$ 59.62	\$ 447,150.00
5	619 (B)	CONCRETE PAVEMENT REMOVAL	7,500	S.Y.	\$ 10.00	\$ 75,000.00	\$ 5.14	\$ 38,550.00
6	619 (C)	SAW CUTTING EXIST. PAVING	500	L.F.	\$ 3.00	\$ 1,500.00	\$ 2.14	\$ 1,070.00
7	800	TRAFFIC CONTROL	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 9,136.92	\$ 9,136.92
8	609 (A)	6" INTEGRAL CURB	750	L.F.	\$ 8.00	\$ 6,000.00	\$ 20.47	\$ 15,352.50
9		MOBILIZATION	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 15,249.33	\$ 15,249.33
TOTAL AMOUNT OF BASE BID						\$ 576,000.00		\$ 583,853.75

COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	SILVER STAR CONSTRUCTION UNIT PRICE	SILVER STAR CONSTRUCTION TOTAL	TOM HUDSON PAVING UNIT PRICE	TOM HUDSON PAVING TOTAL
1	202 (C)	UNCLASSIFIED EXCAVATION	1,000	C.Y	\$ 20.00	\$ 20,000.00	\$ 13.30	\$ 13,300.00
2	230 (A)	SOLID SLAB SODDING	500	S.Y.	\$ 6.00	\$ 3,000.00	\$ 17.88	\$ 8,940.00
3	303	AGGREGATE BASE	1,500	TONS	\$ 36.00	\$ 54,000.00	\$ 61.35	\$ 92,025.00
4	414 (B)	6" CONCRETE PAVING {H.E.S.}	7,500	S.Y.	\$ 57.80	\$ 433,500.00	\$ 73.64	\$ 552,300.00
5	619 (B)	CONCRETE PAVEMENT REMOVAL	7,500	S.Y.	\$ 12.00	\$ 90,000.00	\$ 10.60	\$ 79,500.00
6	619 (C)	SAW CUTTING EXIST. PAVING	500	L.F.	\$ 6.00	\$ 3,000.00	\$ 4.84	\$ 2,420.00
7	800	TRAFFIC CONTROL	1	L.S.	\$ 6,500.00	\$ 6,500.00	\$ 18,185.69	\$ 18,185.69
8	609 (A)	6" INTEGRAL CURB	750	L.F.	\$ 16.00	\$ 12,000.00	\$ 21.37	\$ 16,027.50
9		MOBILIZATION	1	L.S.	\$ 34,000.00	\$ 34,000.00	\$ 61,952.17	\$ 61,952.17
TOTAL AMOUNT OF BASE BID					\$ 656,000.00		\$ 844,650.36	

John Krywicki

Big Star Services

From: Tammy Stiner <tlstiner67@yahoo.com>
Sent: Tuesday, May 30, 2017 9:57 AM
To: John Krywicki
Subject: Re: City of Shawnee

John, the first reference Jim Fairbanks is our only paving reference. We hired a crew of employees and estimator from S&J Construction (out of business) to start a concrete/paving division in our own company. This crew has done a lot of work for Ponca City. I believe Jim can give you a fair assessment of the type of work they perform.

Tammy Stiner
Big Star Services

On May 30, 2017, at 8:51 AM, John Krywicki <jkrywicki@shawneeok.org> wrote:

Tammy,

We appreciate you getting us a reference listing of past projects that Big Star Services was wanting us to check, however, the majority are for utility work and not roadway or paving construction. If you could get us a listing of actual roadway/street paving projects that Big Star Services was awarded, and/or subcontracted that work, and the names/phone numbers of the governmental agency or developer that were over those paving projects.

Thanks,
John K.

*John M. Krywicki, P.E.
City Engineer
Shawnee, OK*

*Ph: 405.878.1660
Fax: 405.878.1719*

From: Tammy Stiner [<mailto:tlstiner67@yahoo.com>]
Sent: Friday, May 19, 2017 12:06 PM
To: John Krywicki <jkrywicki@shawneeok.org>
Subject: Re: City of Shawnee

References

Big Star Services

Jim Fairbanks, Ponca City Engineer 580-767-0333 Gen17-14 Elm Street Ponca to Oklahoma Ave Curb, gutter, street and sidewalk repair w/waterline replacement.

Justin Cook PE Engineer 918-260-8414

Mark McGuire PE Engineer 918-224-2764

Tim Quattrocchi Sunoco Butane Blending Project, Hwy 75 Road bore with tie in and pipe into plant, pipe laid around plant with fire hydrants, paving and sidewalks.

Levi Montgomery 918-381-4493 TriStar Construction Sub City of Tulsa Job, Directional bore 26,000' of 8" and 14" poly pipe with paving repair.

Tom Martin 918-232-4125 Cook Consulting Sub City of Panama Job, Bore and pipe work with paving repair.

Wendel Williams 918-521-5867 Osage Rural Water 15, Road and Creek bores with pipe work and tie-ins.

Don Murphree 205-632-8225 Schlumberger Kellyville Training Center, Site work, road work, bore, pipe work and pump-station layout with piping.

Tammy Stiner
Big Star Services LLC

From: Gene Parvin <gparvin2@yahoo.com>
To: Tammy Stiner <tlstiner67@yahoo.com>
Sent: Friday, May 19, 2017 10:52 AM
Subject: Fw: City of Shawnee

Gene Parvin
Project Manager/Estimator
Big Star Services
918-521-0310

On Thursday, May 18, 2017 4:08 PM, John Krywicki <jkrywicki@shawneeok.org> wrote:

Gene,

Attached is the bid tabulation of bids received Tuesday night. Big Star is the apparent low bid, and award of the project will occur at the June 5th City Commission meeting. Since we are not familiar with Big Star, nor have had them bid or have been awarded any work here in Shawnee, we will need you to submit a listing and types of projects completed within the last two

(Big STAR Services)

years along with contact persons and phone numbers, before a recommendation of award can be made by Staff to the City Commission. Please send the listing of projects and references to my return email at jkrywicki@shawneeok.org .

Thanks,
John K.

*John M. Krywicki, P.E.
City Engineer
Shawnee, OK*

*Ph: 405.878.1660
Fax: 405.878.1719*

MTZ CONSTRUCTION

CONSTRUCTION PROJECTS

CITY OF LAWTON: BISHOP PUBLIC SCHOOL
PARKING LOT, SIDEWALKS AND DIRTWORK
Inspector: Chance Anderson Ph# (405) 320-3765
2013: JULY- OCTOBER \$450,000.00

CITY OF ADA: OAK AVE., 16TH & 17TH ST and ASH AVE., ROADWAY IMPROVEMENTS
PAVEMENT ON STREET
INSPECTOR: GARY PH# (580) 436-8156

CITY OF LAWTON: NW ARLINGTON STREET & NW 35TH DRAINAGE & STREET CONSTRUCTION
INSPECTOR: VICTOR ROSAS Ph# (405) 512-0975
February 2014-JUNE 2016 \$3.5M

CITY OF CHICKASHA: 7TH STREET REPAIR
INSPECTOR: GYM Ph# (405) 431-0563
SEP-DEC 2015 \$323,000.00

CITY OF OKLAHOMA CITY: MP-0465
INSPECTOR: ROBERT Ph# (405) 394-7368
MAY-NOV 2015 \$250,000.00

CITY OF CHOCTAW: STREET REPAIR
INSPECTOR: JOHN BAXTER Ph#(415) 919-6622

CITY OF ADA: CHICKASAW NATION
ARLINGTON STREET IMPROVEMENTS
INSPECTOR: JOEL Ph# (580) 399-9237
FEB-NOV 2016 1.04M

CITY OF MIDWEST CITY: N. OAKS CUL DE SAC CONSTRUCTION
INSPECTOR: GLENN PRESLEY PH#: 405-739-1267
OCT 2015-JAN 2016 \$150,000.00

MITZ CONSTRUCTION

CITY OF TISHOMINGO: PARKING LOT

INSPECTOR: JOEL Ph# (580) 399-9237

JAN-MARCH 2016 \$816,000.00

CITY OF CHICKASHA 2017-013: STREET INTERSECTION REPLACEMENT

✓ INSPECTOR: RON CHAPMAN PH#: (405) 999-0629

OCT- 2016-FEB2017 \$239,400.00

CITY OF CHICKASHA 2017-015: SIDEWALK REPLACEMENT

INSPECTOR: RON CHAPMAN PH#: (405) 999-0629

✓ NOV2016-PRESENT \$193,250.00

CITY OF CHICKASHA 2017-016: STREET STORM SEWER INLET REPLACEMENT

✓ INSPECTOR: RON CHAPMAN PH#: (405) 999-0629

DECEMBER 2016-PRESENT \$127,800.00

MTZ CONSTRUCTION

CURRENT PROJECT

CITY OF OKLAHOMA CITY : MS-0049-SIDEWALKS IMPROVEMENTS

INSPECTOR: ROBERT WITT Ph) (405) 834-4874

APRIL 2016-PRESENT \$3.22M

CITY OF OKLAHOMA CITY: M3-W003A-MAPS 3 SIDEWALKS PROJECT 2 IMPROVEMENTS

INSPECTOR: ISAAC LOCKE (405) 394-6973

AUGUST 2016-PRESENT \$1.33M

CHICKASHA NATION: SULPHUR ROUTE #3274 18TH ST:

INSPECTOR: JOEL MCSWAIN PH: (580) 399-9237

FEB 2017-PRESENT \$215,241.66

MTZ CONSTRUCTION

OTHER REFERENCES:

JOHN H. MCKAY	CHICKASAW NATION	580-272-5458
JOEL MCSWAIN	CHICKASA NATION	580-399-9237
ROB CAMP	CITY OF CHICKASHA	580-297-0954
RON CHAPMAN	CITY OF CHICKASA	405-999-0629
RICK HARGETT	CITY OK OKC	405-248-7362
RENEE ELLIOT	CHICKASAW NATION	580-421-8886
BRANDON BUNDY	CITY OF MIDWEST CITY	405-739-1213
GLORIA BROWN	CITY OF OKC	405-682-7064
PAUL RYCKBOST	CITY OF OKC	405-297-2879
JASON HULIN	ODOT	580-323-0702
EDWARD SIMMS	SAYRE CITY MGR	580-729-1072
MARVIN MARSEE	OKC INSPECTOR	405-694-8159
TOM CLARK	CITY OF MWC	405-760-1763
JIM LUCKETT	EL RENO PUB WORKS DIR	405-422-2139

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., **Tuesday, May 16, 2017**, for:

BID: CONTRACT NO. COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT (VARIOUS LOCATIONS)

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, April 26, 2017, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK. Questions should be submitted in writing via email to MLudi@shawneeok.org prior to the Pre-Bid Conference.**

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

BID: CONTRACT NO. COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT
(VARIOUS LOCATIONS)
May 16, 2017

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

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

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., **Tuesday, May 16, 2017**. The City of Shawnee reserves the right to reject any and all bids.



Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: *Justin Erickson*
Justin Erickson, City Manager

Project Mailing list
COS-PW-16-04
FY16-17 REHAB CONCRETE STREETS PROJECT

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

ACE PAVING & CONSTRUCTION INC
NBU 8108
PRAGUE OK 74864

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

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

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

Austin Paving
PO Box 2707
Stillwater, OK 74076

Bishop Paving
PO Box 1334
OKC, OK 73101

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

Christian Construction Company
20125 180th Street
Purcell, OK 73080

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

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

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

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

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

CP3 Enterprises
13112 NS 3500
Maud, Oklahoma 74854

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

Davenport Construction
6001 N. Horseshoe Bend
Edmond, Ok 73034

DOLESE
20 N W 13TH
OKLAHOMA CITY OK 73103

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

DTH Construction
35603 Moccasin Trail
McLoud, OK 74851

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

Eagle Vision Construction
PO Box 1225
Shawnee, OK 74802

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

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

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

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

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

Project Mailing list
COS-PW-16-04
FY16-17 REHAB CONCRETE STREETS PROJECT

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

HD Supply
14701 E. 116 N
Owasso, Ok 74055

Heller Construction
PO Box 1438
Hot Springs, Arkansas 71902

Howard Construction
901 S. Spring Lane
Blanchard, OK 73010

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

J & S Dozer
1822 Elmgrove Road
Muskogee, Ok 74403

Jordan Contractors
123 S. Broadway
Tecumseh, Ok 74873

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

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

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

Kustom Krete
1901 Glenn Wood Dr.
Moore, OK 73160

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

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

MARKWELL PAVING COMPANY
P O BOX 82005
OKC OK 73148

McWane Pipe
10012 S. Maplewood Pl
Tulsa, OK 74137

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

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

Merryman Excavators
1501 Land Road
Woodstock, IL

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

Mike Little Construction
1901 N. Kickapoo
Shawnee, OK 74804

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

OBC Inc
PO Box 3817
Edmond, Ok 73083

Parathon Construction
PO Box 1287
Edmond, Ok 73083-1287

Pbx Corporation
PO Box 644
Sapulpa, Ok 74067

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

PIONEER ROCK
P O BOX 176
COMMERCE OK 74339

PM Construction
131 N. Richey
Pasadena, Texas 77506

Project Mailing list
COS-PW-16-04
FY16-17 REHAB CONCRETE STREETS PROJECT

RUDY CONSTRUCTION CO.
P O BOX 14575
OKC OK 73113

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

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

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

Shoestring Enterprises LLC
PO Box 390
Olustee, OK 73560

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

TG Excavating
26016 E. Admiral Place
Catoosa, OK 74015

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

TJ Campbell
6900 S SUNNYLANE
OKC OK 73135

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

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

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

Trent Construction
2200 N. Luther Road
Harrah, Ok 73045

T T K CONSTRUCTION
P O BOX 3681
EDMOND OK 73083

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

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

Wee Construction Co
PO Box 263
Washington, OK 73093

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

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

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

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

Central Contracting
17301 South Sunny Lane
Norman, Ok 73071

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

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

Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850

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

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT
(VARIOUS LOCATIONS)
(HAVE CONFIRMED RECEIPT OF ADDENDUM)

Business Name: HASKELL LEMON CONSTRUCTION COMPANY
Contact: Tammy Robinson
Address: P.O. BOX 75608
OKC, OK 73147
Telephone: 405-947-6069
Fax: 405-947-6068
Cell: 405-206-5119
E-Mail: trobinson@HASKELLLEMON.COM
Paid for & Picked Up Specs: 4/13/17 credit

Business Name: RUDY CONSTRUCTION
Contact: PHIL PRATT
Address: PO BOX 14575
OKC, OK 73113
Telephone: 405-478-9900
Fax: 405-478-9901
Cell: _____
E-Mail: INFO@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: 4/19/17 CK #65977

Business Name: TOM HUDSON PAVING
Contact: JANET HUDSON
Address: 7400 W. HWY 33
GUTHRIE, OK 73044
Telephone: 405-341-9305
Fax: 405-359-1028
Cell: 405-641-5114
E-Mail: TOMHUDSONPAVING@AOL.COM
Paid for & Picked Up Specs: 4/21/17 CK #31675 MAILED

Business Name: BIG STAR SERVICES
Contact: GENE PARVIN
Address: 138 S. 176TH WEST AVE.
SAND SPRINGS, OK 74063
Telephone: 918-521-0310
Fax: _____
Cell: 918-521-0310
E-Mail: GPARVIN2@YAHOO.COM
Paid for & Picked Up Specs: 4/26/17 CK#10620

Business Name: MTZ CONSTRUCTION, INC
Contact: JOSE MARTINEZ
Address: 3534 SW 37TH ST.
OKC, OK 73119
Telephone: 405-593-1395
Fax: 405-686-0716
Cell: 405-593-1395
E-Mail: MTZCONSTRUCTION2012@HOTMAIL.COM
Paid for & Picked Up Specs: 4/26/17 CREDIT CARD

Business Name: A-TECH PAVING
Contact: AMANDA BLENKINSOP
Address: 7845 N. ROBINSON AVE, SUITE H2
OKC, OK 73116
Telephone: 405-418-4741
Fax: 405-418-4743
Cell: _____
E-Mail: ABLENKINSOP@ATECHPAVING.COM
Paid for & Picked Up Specs: 4/26/17 CK #13100

Business Name: SILVER STAR CONSTRUCTION
Contact: AARON PARKER
Address: 2401 S. BROADWAY ST.
MOORE, OK 73160
Telephone: 405-793-1725
Fax: 405-793-9989
Cell: 405-365-0577
E-Mail: AARONP@SILVERSTARCONST.COM
Paid for & Picked Up Specs: 4/26/17 CK#415021

Business Name: CP INTEGRATED SERVICES
Contact: JAY HUGHES
Address: 3007 NW 63RD ST. STE #200
OKC, OK 73116
Telephone: 405-732-0532
Fax: 405-242-6499
Cell: 405-627-7280
E-Mail: JAYHUGHES@COXINET.NET
Paid for & Picked Up Specs: 4/26/17 CREDIT CARD

Business Name: SAC SERVICES INC.
Contact: JOE MARTINEZ
Address: 3600 S. ROSE AVE
OKC, OK 73119
Telephone: 405-682-4948
Fax: 405-686-0882
Cell: 405-834-9092
E-Mail: SACSERVICEMTZ@YAHOO.COM
Paid for & Picked Up Specs: 4/26/17 CK #1260

Business Name: REDLANDS CONTRACTING
Contact: CHRIS HENDRICKSON
Address: 5601 N.W. 72ND St. Suite 308
WAR ACRES, OK 73132
Telephone: 405-603-6565
Fax: 405-603-6567
Cell: 405-820-1054
E-Mail: CHRIS.REDLANDS@GMAIL.COM
Paid for & Picked Up Specs: 5/3/17 CK # 2609

Business Name: PARATHON CONSTRUCTION LLC
Contact: JIMMY SMITH
Address: PO BOX 1287
EDMOND, OK 73083
Telephone: 405-605-6006
Fax: 866-391-1572
Cell: 405-202-0643
E-Mail: PARATHONCONSTRUCTION@GMAIL.COM
Paid for & Picked Up Specs: 5/4/17 CK #6594

Business Name: GCC ENTERPRISES, INC
Contact: LARRY LARSEN
Address: 1601 VALLEY VIEW LANE
DALLAS, TEXAS 75234
Telephone: 972-406-1050
Fax: 972-406-1053
Cell: 940-337-8470
E-Mail: LLARSEN@GCCENTERPRISE.COM
Paid for & Picked Up Specs: 5/5/17 CREDIT

Regular Board of Commissioners**14.b.**

Meeting Date: 06/05/2017

Bids Gateway Signs

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Gateway Signs Memo

Gateway Signs Bid Tab

Gateway Signs Notice

Gateway Signs Mailing List

Gateway Signs Plan Holders



MEMORANDUM

June 1, 2017

TO: Justin Erickson, City Manager

FROM: _____

John Krywicki, P.E., City Engineer

RE: Recommendation of Award for the Gateway Park Signage Project: Contract No. COS-PW-16-05

SUMMARY AND BACKGROUND

The City of Shawnee opened Bids for the above referenced project at the May 16, 2017 Commissioners meeting. The City received two (2) bids and the bid tabulations are attached. The project was bid with a Base Bid and an Add Alternate Bid, with the add alternate bid being for the cost of supplying and installing solar powered lighting. Randy's Signs was the lowest bid on both the Base Bid (\$144,475) and was the lowest on the Base Bid plus Add Alternate (\$169,975), see attached Bid Tabulation.

Staff recommends awarding only the Base Bid portion of the Gateway Park Signage Project (Contract No. COS-PW-16-05) to Randy's Signs in the amount of \$144,475.

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

COS-PW-16-05
GATEWAY PARK SIGNAGE PROJECT

ITEM NO.	DESCRIPTION	QNTY.		G & S SIGN SERVICES, LLC	G & S SIGN SERVICES, LLC	RANDY'S SIGNS	RANDY'S SIGNS
		NO.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	LARGE MONUMENT GATEWAY SIGN	3	EA.	\$ 15,404.00	\$ 46,212.00	\$ 16,250.00	\$ 48,750.00
2	REMOVAL OF EXISTING GATEWAY SIGN AT MACARTHUR AVE. AND HIGHWAY 177	1	L.S.	\$ 777.00	\$ 777.00	\$ 400.00	\$ 400.00
3	EXISTING GATEWAY SIGN-CHANGE COPY (SEE FIGURE 1, FIGURE 3)	1	L.S.	\$ 1,140.00	\$ 1,140.00	\$ 1,500.00	\$ 1,500.00
4	LARGE PARK MONUMENT SIGN	6	EA.	\$ 9,730.00	\$ 58,380.00	\$ 8,750.00	\$ 52,500.00
5	SMALL PARK MONUMENT SIGN	3	EA.	\$ 8,177.00	\$ 24,531.00	\$ 5,175.00	\$ 15,525.00
6	POLE-MOUNTED PARK SIGN	17	EA.	\$ 2,175.00	\$ 36,975.00	\$ 1,400.00	\$ 23,800.00
7	TRAFFIC CONTROL	1	L.S.	\$ 200.00	\$ 200.00	\$ 2,000.00	\$ 2,000.00
TOTAL AMOUNT OF BASE BID					<u>\$ 168,215.00</u>		<u>\$ 144,475.00</u>
ALTERNATE A-LIGHTING							
1	SOLAR LIGHTING FOR MONUMENT GATEWAY SIGN	4	EA.	\$ 1,320.00	\$ 5,280.00	\$ 6,375.00	\$ 25,500.00
TOTAL ALTERNATE BID					<u>\$ 5,280.00</u>		<u>\$ 25,500.00</u>
TOTAL COMBINED BID					<u>\$ 173,495.00</u>		<u>\$ 169,975.00</u>

BID TABULATION SHEET

GATEWAY & PARK SIGNAGE PROJECT

CONTRACT NO. COS-PW-16-05

MAY 16, 2017

BIDDER

AMOUNT

G&S Sign Services, LLC
Oklahoma City, OK

BASA
\$168,515.00 *w/alt.* *\$173,795.00*

Randy's Signs
Shawnee, OK

\$144,475.00 *\$169,975.00*

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**BID: CONTRACT NO. COS-PW-16-05
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Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

**BID: CONTRACT NO. COS-PW-16-05
GATEWAY & PARK SIGNAGE PROJECT
May 16, 2017**

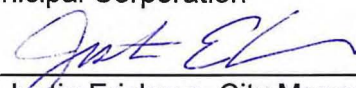
This project shall include **the final design, fabrication and installation of Gateway & Park signage throughout the community.** BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk 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.

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CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 
Justin Erickson, City Manager

Project Mailing list
COS-PW-16-05
GATEWAY & PARK SIGNAGE PROJECT

J & B GRAPHICS
1811 NW 1ST ST.
OKLAHOMA City, ok 73106

Sign factory
136 W. MACARTHUR
SHAWNEE, OK 74804

AMAX SIGN COMPANY
9504 E. 55TH PLACE
TULSA, OK 74145

G & S SIGN SERVICES
1019 E. GRAND BLVD.
OKC, OK 73129

RANDY'S SIGNS
34205 WACO ROAD
SHAWNEE, OK 74801

METROSIGN CORPORATION
401 N. ANN ARBOR AVE.
OKC, OK 73127

GEOGRAPH INDUSTRIES
475 INDUSTRIAL DR.
HARRISON, OHIO 45030

BOYCE INDUSTRIES INC.
3160 W. KEARNY ST.
SPRINGFIELD, MISSOURI
65803

COLOR-AD
7200 GARY ROAD
MANASSAS, VA 20109

ARCHITECTURAL GRAPHICS INC
2655 INTERNATIONAL PARKWAY
VIRGINIA BEACH, VA 23452

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-16-05
GATEWAY & PARK SIGNAGE PROJECT

Business Name: GEOGRAPH INDUSTRIES
Contact: MATT PANZECA
Address: 475 INDUSTRIAL DR.
HARRISON, OHIO 45030
Telephone 513-202-9200
Fax: 513-202-9299
Cell: _____
E-Mail: SALES@GEOGRAPH-IND.COM
Paid for & Picked Up Specs: no charge

Business Name: BOYCE INDUSTRIES INC.
Contact: ROBERT ROWLAND
Address: 3160 W. KEARNEY ST.
SPRINGFIELD, MISSOURI 65803
Telephone: 417-862-1778 EXT. 111
Fax: 417-865-9237
Cell: _____
E-Mail: RROWLAND@SIGNLINK.COM
Paid for & Picked Up Specs: no charge

Business Name: RANDY'S SIGNS INC.
Contact: RANDY PENIX
Address: 34305 WACO ROAD
SHAWNEE, OK 74801
Telephone: 405-273-2564
Fax: 405-273-0672
Cell: 405-788-9213
E-Mail: RANDY@RANDYSSIGNS.COM
Paid for & Picked Up Specs: no charge

Business Name: A-MAX SIGN
Contact: BRUCE ANDERSON
Address: 9520 e. 55TH PL.
TULSA, OK 74145-8108
Telephone: 918-622-0651
Fax: _____
Cell: _____
E-Mail: BANDERSON@AMAXSIGN.COM
Paid for & Picked Up Specs: no charge

Business Name: METRO SIGN CORPORATION
Contact: TROY SCHWENBERG
Address: 401 N. ANN ARBOR
OKC, OK 73127
Telephone: 405-949-1555
Fax: 405-949-1587
Cell: _____
E-Mail: TROY@METROSIGN.COM
Paid for & Picked Up Specs: no charge

Business Name: J & B GRAPHICS, INC.
Contact: BOB MORRIS
Address: 1811 NW 1ST STREET
OKC, OK 73106
Telephone: 405-524-7446
Fax: 405-528-4602
Cell: _____
E-Mail: JTURNER@JANDBGRAPHICS.NET
Paid for & Picked Up Specs: no charge

Business Name: G & S SIGN SERVICES
Contact: CAMERON GLEASON
Address: 1019 E. GRAND BLVD
OKC, OK 73129
Telephone: 405-604-3636
Fax: 405-604-3442
Cell: 405-255-1660
E-Mail: CAMERON@GSSIGNSERVICES.COM
Paid for & Picked Up Specs: no charge

Business Name: COLOR-AD
Contact: S.K. RAO
Address: 7200 GARY ROAD
MANASSAS, VA 20109
Telephone 703-631-9100
Fax: 703-631-7849
Cell: 516-250-9661
E-Mail: SKRAO@COLOR-AD.COM LSIEBERT@COLOR-AD.COM
Paid for & Picked Up Specs: no charge

Business Name: ARCHITECTURAL GRAPHICS INC.
Contact: WILLIAM CLARK
Address: 2655 INTERNATIONAL PARKWAY
VIRGINIA BEACH, VIRGINIA 23452
Telephone: 1-800-877-7868 EXT. 256
Fax: 757-430-1297
Cell: 757-635-6396
E-Mail: WCLARK@AGISIGN.COM
Paid for & Picked Up Specs: no charge

Business Name: GRAPHIC HOUSE INC
Contact: JASPER HARTINGER
Address: 400 SOUTH 72ND AVE
WAUSAU, WISCONSIN 54401
Telephone: 715-842-0402 EXT 222
Fax: 715-848-9108
Cell: _____
E-Mail: EMILYJ@GRAPHICHOUSEINC.COM
Paid for & Picked Up Specs: CREDIT CARD 4/21/17 MAILED

Business Name: WALSH BRANDING/HOFFER WASKA
Contact: WAYNE CAMPBELL
Address: 300 EAST BRADY
TULSA, OK 74120
Telephone: 918-743-9600
Fax: 918-388-9084
Cell: 918-600-7805
E-Mail: WAYNEC@WALSHBRANDING.COM
Paid for & Picked Up Specs: PD 4/26/17 CREDIT CARD

Business Name: _____
Contact: _____
Address: _____

Telephone: _____
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: _____

Regular Board of Commissioners

17.

Meeting Date: 06/05/2017

Enter ES

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.

Regular Board of Commissioners

18.

Meeting Date: 06/05/2017

Discuss ES

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.
