

AGENDA
BOARD OF CITY COMMISSIONERS
June 4, 2018 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Minutes from the May 21, 2018 regular meeting.
 - b. Lake Lease Transfers:

TRANSFERS:
Lot 6 Hart Tract, 16209 Hart Road
From: Alvin & Lynne Woodrell
To: Benjamin & Jerilyn Williams

Lot 7 Hart Tract, 16211 Hart Road
From: Alvin & Lynne Woodrell
To: Benjamin & Jerilyn Williams
 - c. Approve renewal of the following agreements for Fiscal Year 2018-2019:
 1. Contract with Stuart and Clover, PLLC for City Attorney services.
 2. Governmental Services contract with the Shawnee Civic and Cultural Development Authority.
 3. Agreement with Youth and Family Resource Center, Inc. for Juvenile Services.
 - d. Approve renewal of the following Community Service Contract Review Committee contracts for Fiscal Year 2018-2019:
 1. Visit Shawnee, Inc.
 2. Senior Citizens of Shawnee, Inc.

- e. Approval of a Memorandum of Understanding with District Attorney's Office, 23rd Judicial District, for services to victims of domestic violence and sexual assault.
 - f. Acknowledge receipt of Pioneer Library System Budget for July 1, 2018 through June 30, 2019.
 - g. Acceptance of the Shawnee Conference Center HVAC and Lighting Upgrade Project and placing the bonds and warranties into effect.
 - h. Authorize City Manager to contract with TAP Architecture for an evaluation of the building located at 912 E. Independence Street and with Terracon for related environmental services, including an asbestos survey.
- 2. Citizens Participation
 - (A three minute limit per person)
 - (A twelve minute limit per topic)
 - 3. Public hearing for Fiscal Year 2018-2019 budget.
 - 4. Consider a resolution to declare certain City of Shawnee Fire Department property surplus and authorize the donation or sale of said property.
 - 5. New Business
 - (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
 - 6. Administrative Reports
 - a. Fire Chief Dru Tischler – Purchase of Turnout Gear Extractor
 - b. Community Development Director Justin DeBruin – Comprehensive Plan Update
 - 7. Commissioners Comments
 - 8. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners**1.a.**

Meeting Date: 06/04/2018

CC Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 21, 2018 regular meeting.

AttachmentsCC Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
MAY 21, 2018 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, May 21, 2018 at 6:00 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley
Mayor

Dub Bushong
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Absent
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: Lesa Shaw

INVOCATION

Don Lynch,
Emergency Management Director

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 Shawnee Airport Authority Agenda Item No. 3.
- b. Minutes from the May 7, 2018 regular meeting.
- c. Acknowledge the following minutes and reports:
 - Shawnee Beautification Committee Minutes from the March 15, 2018 meeting

- License Payment Report for April 2018
- Project Payment Report for April 2018

d. Mayor's Appointments

Shawnee Planning Commission

Daniel Matthews 1st Full Term Expires 06/01/2021
Reappointment

Craig Walker 1st Full Term Expires 06/01/2021
Reappointment

e. Acknowledge the Central Disposal contract for Fiscal Year 2018-2019.

f. Approve renewal of the following agreements for Fiscal Year 2018-2019:

- Fingerprint Service for The Housing Authority of the City of Shawnee.
- Agreement with South Central Industries, Inc. for Right-of-way Maintenance Services.
- Lease agreement with Dace Dockrey for property known as Regional Park Property.
- Agreement with REACT Ambulance Authority for dispatch services.
- Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Shawnee Twin Lakes Trap Range.
- Agreement with Shawnee Shotgun Club for use of city property known as Shawnee Twin Lakes Trap Range.
- Agreement with Project H.E.A.R.T., Inc. to provide meals to elderly persons.

g. Authorize the Traffic Department to purchase a one-ton flatbed pickup at the state bid price of \$26,816.00.

h. Approve Change Order No. 3 for Fire Station No. 2 Rehab Project.

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

Ms. Holly Gordon said the recent 3rd Friday Block Party had a great turnout despite other local events. She also thanked Blue Zones for all their great work within the community.

AGENDA ITEM NO. 5: Consider a resolution to declare certain City of Shawnee Parks Department property surplus and authorize the sale of said property to the City of McLoud.

A RESOLUTION TO DECLARE CERTAIN CITY OF SHAWNEE PARKS DEPARTMENT PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEM; AND AUTHORIZING THE SALE OF SAID ITEM TO THE CITY OF MCLOUD.

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

AGENDA ITEM NO. 6:

Presentation of preliminary budget for Fiscal Year 2018-2019.

Finance Director Cynthia Arnold gave a presentation of the preliminary budget for Fiscal Year 2018-2019.

AGENDA ITEM NO. 7:

Acknowledge Sales Tax Report received May 2018. *(Attachment(s) to be provided at time of meeting.)*

Finance Director Cynthia Arnold reported that April sales tax was \$1,628,425.00, which is up 3.46% from 2017. For the year, the City is up 0.47% which is below budget projections.

UPON THE ARRIVAL OF MR. MARION MCMILLIAN THE COMMISSION ADDRESSED AGENDA ITEM NOS. 3 AND 4

AGENDA ITEM NO. 3:

Presentation and update regarding the Shawnee Forward organization by Marion McMillan, Chair of the Shawnee Economic Development Foundation.

Mr. Marion McMillian gave a presentation explaining the merger process of Shawnee Economic Development Foundation and the Greater Shawnee Chamber of Commerce. He stated members of both organizations have given very strong support of the collaboration.

AGENDA ITEM NO. 4:

Consider approval of the Shawnee Forward contract for Fiscal Year 2018-2019.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Salter, to approve the Shawnee Forward contract for Fiscal Year 2018-2019. Motion carried 5-0-1.

AYE: Harrod, Salter, Bushong, Gillham, Rutherford

NAY: None

ABSTAIN: Finley

AGENDA ITEM NO. 8:

City Manager Report

City Manager Justin Erickson gave updates on the following:

- a. Shawnee Splash – The municipal pool will open this Thursday, May 24th. The splash pads at Boy Scout Park and Woodland Park are now open.
- b. Open House – Will be held June 6th – 8th for citizens to tour Shawnee Police and Fire Stations. This is a chance to show the public what areas can be improved by the passage of the one-half cent sales tax at the June 26th election.
- c. Historic Bricks – The historic bricks that were removed during the Main Street Streetscape Project is being re-laid at the Pottawatomie County Museum parking lot.

Director of Operations James Bryce said the American Legion and the Veterans of Foreign Wars (VFW) will each be performing a ceremony on Memorial Day, Monday May 28th.

AGENDA ITEM NO. 9:

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. 10:

Commissioners Comments

Commissioner Bushong wished everyone a safe and happy Memorial Day weekend.

Commissioner Gillham said Downtown Shawnee is expanding and improving.

Commissioner Rutherford commented on the re-laid bricks at the Pottawatomie County Museum parking lot.

Commissioner Salter said Shawnee is moving in the right direction and he encouraged everyone to get behind the movement.

Mayor Finley agreed with Commissioner Salter and added that he hoped the growth would result in positive sales tax.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (6:26 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (6:33 P.M.)

AGENDA ITEM NO. 11: Discussion, consideration and possible action to go into executive session for discussion in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to enter into executive session for discussion in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.

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

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 6:34 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 7:02 P.M. WITH ALL MEMBERS PRESENT.

AGENDA ITEM NO. 12: Consider matters discussed in Executive Session regarding confidential communications between the City and the City Attorney concerning a pending claim which the City, with the advice of the City Attorney, has determined that disclosure would seriously impair the ability to the City to process the claim in the public interest as authorized by 25 O.S. Section 307(B)(4).

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to authorize City Manager and City Attorney to negotiate and execute a non-binding Letter of Intent with First United Bank for potential purchase of property located at 912 East Independence Street. Motion carried 6-0.

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

AGENDA ITEM NO. 13: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:03 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

KACIE ECK, DEPUTY CITY CLERK

Regular Board of Commissioners

1.b.

Meeting Date: 06/04/2018

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfers:

TRANSFERS:

Lot 6 Hart Tract, 16209 Hart Road

From: Alvin & Lynne Woodrell

To: Benjamin & Jerilyn Williams

Lot 7 Hart Tract, 16211 Hart Road

From: Alvin & Lynne Woodrell

To: Benjamin & Jerilyn Williams

Attachments

Lake Lease 16209

Lake Lease 16211

Community
Development
Department



222 N. Broadway
Shawnee, OK
(405) 878-1616

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

Date	05/29/2018	License No. #032510
Type	☐ Renewal ☒ Transfer	
Commission Meeting Date	June 4 th , 2018	
Property Address	16209 HART RD	
Lake Site Location	LOT 6 HART TRACT	
Lease Dates	06/04/2018 – 06/04/2048	
Lease Fee (changes annually)	\$703.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	BENJAMIN & JERILYN WILLIAMS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	ALVIN & LYNNE WOODRELL	
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	03/29/2018	
Misc. Comments	 Total Charges Paid: \$1,703.00	

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# 032510**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of June 4th, 2018 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

BENJAMIN WILLIAMS
of 301 E CAMMACK ST SHAWNEE OK 74804 ,
JERILYN WILLIAMS
of 301 E CAMMACK SHAWNEE OK 748043871,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 703.00** dollars for **2018**, 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:

**16209 HART RD
LOT 6 HART 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.

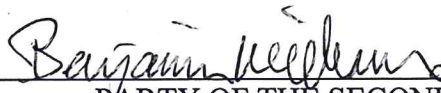
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

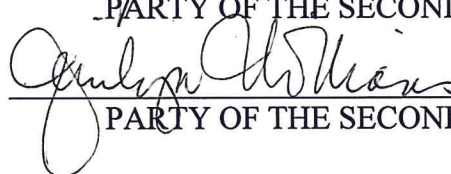
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART



City of
Shawnee
OKLAHOMA

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

Date	05/29/2018	License No. #032511
Type	☐ Renewal	☒ Transfer
Commission Meeting Date	June 4 th , 2018	
Property Address	16211 HART RD	
Lake Site Location	LOT 7 HART TRACT	
Lease Dates	06/04/2018 – 06/04/2048	
Lease Fee (changes annually)	\$703.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	BENJAMIN & JERILYN WILLIAMS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	ALVIN & LYNNE WOODRELL	
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: \$1,703.00	

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of 301 E CAMMACK ST SHAWNEE OK 74804 ,
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PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 703.00 dollars for 2018, 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:

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LOT 7 HART TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

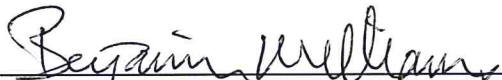
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

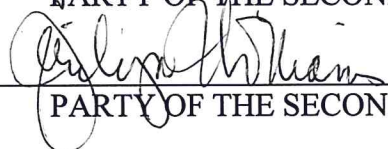
BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART


PARTY OF THE SECOND PART

Regular Board of Commissioners

1.c.

Meeting Date: 06/04/2018

Annual Contracts FY 2018-2019

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of the following agreements for Fiscal Year 2018-2019:

Attachments

No file(s) attached.

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

Meeting Date: 06/04/2018

Stuart and Clover

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

AttachmentsStuart and Clover



STUART & CLOVER

May 22, 2018

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 for Court matters, \$225.00 per hour for general municipal advisory and meeting attendance and \$250.00 for litigation services. Our per hour fee for legal assistant and intern time is \$100.00. Our law Firm has been providing legal services in Pottawatomie County since 1904. A substantial portion of our law practice relates to municipal law, real property law, business law and litigation. Other law Firm members and associates may be called upon to assist you in your representation. A minimum of one tenth (1/10) hour will be billed for each service performed.

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

The primary term of this engagement shall be from the date of execution until June 30, 2019. You shall at all times have the right to terminate our legal services in the event we violate this engagement. Our law Firm shall at all times have the right to terminate such services on your behalf, if (i) you fail or refuse to cooperate with any reasonable request made by the Court or our Firm in your representation, (ii) you fail or refuse to pay our billing statements in a timely manner, (iii) to continue representing you would result in a violation of the Rules of Professional Conduct, or (iv) We shall reasonably determine that the proper attorney/client relationship no longer exists, and it is in both our best interests that such relationship be terminated.



STUART & CLOVER

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

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

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

Yours very truly,

JOSEPH M. VORNDRAN
FOR THE FIRM

AGREED:

CITY OF SHAWNEE, OKLAHOMA

By: _____

Regular Board of Commissioners

1.c.2.

Meeting Date: 06/04/2018

SCCDA

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

SCCDA

GOVERNMENTAL SERVICES CONTRACT

This Agreement made pursuant to 74 O.S. § 1008 (2001) and entered into this 1st day of July, 2018, by and between the City of Shawnee, Oklahoma (hereinafter referred to as "City") and the Shawnee Civic and Cultural Development Authority, an Oklahoma Public Trust (hereinafter referred to as "SCCDA").

W I T N E S S E T H:

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

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

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

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

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

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

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

1. The term of this agreement shall be from July 1, 2018 through June 30, 2019. This agreement shall be subject to termination, without cause, upon thirty days notice by either party serving the other party with a written request to terminate the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF SHAWNEE, OKLAHOMA

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

SHAWNEE CIVIC AND CULTURAL
DEVELOPMENT AUTHORITY

RANDY GILBERT, CHAIRMAN

Approved as to form and legality this _____ day of _____, 2018

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.c.3.

Meeting Date: 06/04/2018

Youth & Family

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Youth and Family Resource Center, Inc. for Juvenile Services.

Attachments

Youth and Family

AGREEMENT FOR JUVENILE SERVICES

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

Youth and Family Resource Center, Inc. will:

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

Youth and Family Resource Center, Inc. reserves the right to refuse to accept for supervision any arrested juvenile for any reason, especially those exhibiting violence at the time of their arrest or those under the influence of drugs or alcohol.

In exchange for these services, the City will:

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

- (4) Pay to Youth and Family Resource Center, Inc. Ten Dollars (\$10.00) per hour for the supervision of each arrested juvenile.

This agreement shall go into effect on the 1st day of July, 2018 and shall expire on June 30, 2019. This agreement may be modified by either party by giving written notice at least thirty (30) days prior to the expiration date.

PASSED AND APPROVED by the Mayor and Commission of the City of Shawnee, Oklahoma this ____ day of _____, 2018.

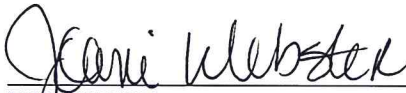
CITY OF SHAWNEE

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

YOUTH AND FAMILY RESOURCE CENTER,
INC.



DIRECTOR
EXECUTIVE DIRECTOR

Approved as to form and legality on this ____ day of _____, 2018

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.d.

Meeting Date: 06/04/2018

Contract Rev Comm Contracts

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of the following Community Service Contract Review Committee contracts for Fiscal Year 2018-2019:

Attachments

No file(s) attached.

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

Meeting Date: 06/04/2018

VSI

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Visit Shawnee, Inc.

AttachmentsVSI Contract

AGREEMENT BETWEEN THE CITY OF SHAWNEE and
VISIT SHAWNEE INC.

This Agreement made and entered into this 1st day of July, 2018, 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 VSI

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. SS 301-314) and the Open Records Act (51 O.S. SS 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, unless otherwise increased or decreased by the City in accordance with Section IV(2).

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, 2018 and shall remain in effect until June 30, 2019. 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, provided that the City reserves the right to increase or decrease the percentage disbursed to VSI as set forth in Section II(1). A decrease in funding shall not be implemented without a minimum of 90-days written notice.

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, 2019. 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 ensure 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 VSI, 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 _____, 2018.

VISIT SHAWNEE, INC.

CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY/NOTARY

APPROVED by the Mayor and City Commissioners of the City of Shawnee this
_____ day of _____, 2018.

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 _____, 2018.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.d.2.

Meeting Date: 06/04/2018

SCSI

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Senior Citizens of Shawnee, Inc.

Attachments

SCSI

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

This Agreement made and entered into as the 1st day of July, 2018, 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 citizen 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 Sixteen Thousand Six Hundred Eighty-nine and 24/100 Dollars (\$116,689.24) at the rate of Nine Thousand Seven Hundred Twenty-four and 11/100 Dollars (\$9,724.11) per month during the term of this agreement. 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. SCSi also agrees to cease the maintenance and use of petty cash in its operation, all funds including any cash receipts will be deposited in SCSi's bank the same day if possible, but under no circumstance outside of 48 hours of receipt by SCSi. SCSi will maintain accounting policies and procedures that are consistent with those adhered to by the City of Shawnee, and a copy of such procedures will be made available to SCSi upon request. If the City of Shawnee alerts SCSi to a deficiency in their accounting procedures, SCSi shall have no more than 30 days to correct the identified deficiency.
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, 2019. SCSi shall submit a request for renewal to the City Clerk's Office no later than March 30, 2019. 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 _____, 2018

Senior Citizens of Shawnee, Inc., this _____ day of _____, 2018

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 _____ , 2018

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

1.e.

Meeting Date: 06/04/2018

MOU with DA

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approval of a Memorandum of Understanding with District Attorney's Office, 23rd Judicial District, for services to victims of domestic violence and sexual assault.

Attachments

MOU with DA

MEMORANDUM OF UNDERSTANDING

STOP Violence Against Women Grant

This Memorandum of Understanding is entered into between District Attorney's Office, 23rd Judicial District and Shawnee Police Department. The purpose of this understanding is to set forth the agreements of operations for services to victims of domestic violence and sexual assault in Shawnee, Pottawatomie County, Oklahoma, and District 23.

This MOU covers the period of January 1, 2019 to December 31, 2019. Pursuant to this agreement each party shall perform in like manner according to the requirements listed below.

Shawnee Police Department shall:

1. Have a police officer available 24 hour per day, 365 days per year as needed to assist victims with emotional, physical, and psychological recovery needs.
2. For rape victims, be available to assist with the completion of a rape kit for use as evidence in prosecutorial circumstances. The police officer will explain to the victims the steps necessary to complete the exam to prepare them for the process.
3. Make transportation available from hospitals, police offices, investigators offices, etc., to a shelter if needed or desired by the victim.
4. After initial reporting, share information freely with the prosecutorial team for the purpose of gathering evidence.
5. Act as liaison between the prosecution team and victim to assist with keeping victims informed of the progress of each individual case.
6. Be responsive to all investigative follow-up requests.

District Attorney's Office shall:

1. Make available an investigator, as needed, or requested by law enforcement, to assist with the investigative needs of each case.
2. Request assistance of a police officer for each case from Shawnee Police Department providing the victim is in agreement. This is to ensure or enhance the long-term emotional stability of the victim.
3. Appoint liaison that is properly informed, to assist keeping victims informed of the progress of their individual cases and notified of delays or impediments to the progress of individual cases. Generally, this can be accomplished through the Prosecutorial team.

4. Share information freely with Shawnee Police Department for purposes of providing the most comprehensive services to victims, encompassing conflicting information, evidence, resources, etc.
5. Coordinate with law enforcement, transportation for victims to hospitals, investigative offices, etc. for completion of prosecutorial needs.
6. Never disclose the location of a shelter.

By signing the MOU, the parties agree to uphold the terms of MOU. Any party may amend their roles and responsibilities of the MOU by the written request and mutual approval. Any party may terminate their participation in the MOU with two weeks written notice. MOU will be reviewed annually.

City Manager

ATTEST:

City Clerk



District Attorney

5-22-18
Date

Regular Board of Commissioners

1.f.

Meeting Date: 06/04/2018

Pioneer Library Budget

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge receipt of Pioneer Library System Budget for July 1, 2018 through June 30, 2019.

Attachments

Pioneer Library Budget

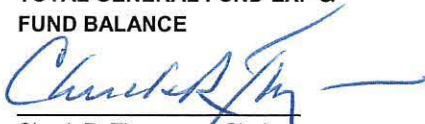
**PIONEER LIBRARY SYSTEM
BUDGET
JULY 1, 2018 - JUNE 30, 2019**

REVENUES

Ad Valorem Taxes			
Cleveland County	\$12,941,191		
McClain County	1,817,249		
Pottawatomie County	2,264,659		
Total Ad Valorem Taxes		\$17,023,099	
Oklahoma Department of Libraries			
State Aid	\$132,431		
Total State Aid		\$132,431	
Other Revenue	\$446,646		
		\$446,646	
Subtotal All Revenue			\$17,602,176
Use of Designated Fund Balance			\$0
Fund Balance			
Reserved for Encumbrances			\$0
Fund Balance Carryover			
Assigned Fund Balance		\$692,312	
Committed Fund Balance		\$226,262	
Unassigned Fund Balance		\$6,394,627	
Total Fund Balance			<u>\$7,313,201</u>
TOTAL REVENUE			<u><u>\$24,915,377</u></u>

EXPENDITURES

Personnel Services	\$11,391,368		
Books and Other Materials	2,350,000		
General & Administrative	965,650		
Technology	1,357,000		
System Services	793,417		
(C/E, Development, Literacy, Programming, Outreach)			
(Marketing and Communications)			
Subtotal All Expenditures		\$16,857,435	
Fund Balance			
Fund Balance Assigned Current Year		\$744,741	
Fund Balance Carryover Prior			
Assigned Fund Balance		\$692,312	
Committed Fund Balance		\$226,262	
Unassigned Fund Balance		\$6,394,627	
Total Fund Balance			<u>\$8,057,942</u>
TOTAL GENERAL FUND EXP & FUND BALANCE			<u><u>\$24,915,377</u></u>


Chuck R. Thompson, Chair


Lisa Wells, Secretary

5/29/2018

INCOME	Revised Budget November 2017/2018	Budget May 2018/2019	Change From 2017/18	% Change From 2017/18 Budget
Cleveland Co.	\$12,941,191	\$12,941,191	\$0	0.00%
McClain Co.	\$1,817,249	\$1,817,249	\$0	0.00%
Pott Co.	\$2,264,659	\$2,264,659	\$0	0.00%
Total Ad Valorem	\$17,023,099	\$17,023,099	\$0	0.00%
State Revenue				
State Aid	\$132,431	\$132,431	\$0	0.00%
Miscellaneous				
Fines	\$163,000	\$113,000	(\$50,000)	-30.67%
Reprographics	\$44,000	\$55,000	\$11,000	25.00%
Public Printers	\$45,000	\$45,000	\$0	0.00%
Headphone Sales	\$650	\$650	\$0	0.00%
Lost Book Reimburs	\$9,000	\$9,000	\$0	0.00%
Non Resident Fees	\$1,100	\$1,100	\$0	0.00%
Fax Income	\$19,200	\$19,200	\$0	0.00%
Interest Income	\$18,000	\$50,000	\$32,000	177.78%
Lease Income	\$60,336	\$60,336	\$0	0.00%
Loan Proceeds	\$61,250	\$59,375	(\$1,875)	-3.06%
Miscellaneous	\$3,300	\$3,300	\$0	0.00%
Contractual Services	\$31,000	\$30,685	(\$315)	-1.02%
Total Miscellaneous	\$455,836	\$446,646	(\$9,190)	-2.02%
Subtotal All Revenue	\$17,611,366	\$17,602,176	(\$9,190)	-0.05%
Release of Fund Balance				
Reserved for Encumbrances				
Use of Assigned Fund Balance	\$446,684	\$0	(\$446,684)	-100.00%
Use of Unassigned Fund Balance	\$0	\$0	\$0	0.00%
Fund Balance				
Assigned Fund Balance	\$692,312	\$692,312	\$0	0.00%
Committed Fund Balance	\$226,262	\$226,262	\$0	0.00%
Unassigned Fund Balance	\$6,394,627	\$6,394,627	\$0	0.00%
Total Fund Balance	\$7,313,201	\$7,313,201	\$0	0.00%
TOTAL REVENUE	\$25,371,251	\$24,915,377	(\$455,874)	-1.80%

EXPENSES	Revised Budget November 2017/2018	Budget May 2018/2019	Change from 2017/18	% Change From 2017/18 Budget
Personnel Services				
Salaries	\$8,709,306	\$8,709,306	\$0	0.00%
Social security/medicare	\$666,262	\$666,262	\$0	0.00%
Recruitment	\$4,000	\$4,000	\$0	0.00%
Retirement Benefits	\$795,000	\$795,000	\$0	0.00%
Health Insurance	\$1,304,025	\$1,085,000	(\$219,025)	-16.80%
Group Term Life Insurance	\$31,930	\$31,930	\$0	0.00%
Disability Insurance	\$29,870	\$29,870	\$0	0.00%
Employee Assistance Programs	\$11,500	\$11,500	\$0	0.00%
Workers Compensation	\$37,500	\$37,500	\$0	0.00%
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	\$11,610,393	\$11,391,368	(\$219,025)	-1.89%
Materials	\$2,350,000	\$2,350,000	\$0	0.00%
Materials Norman East	\$420,440	\$0	(\$420,440)	-100.00%
Administrative Services				
Professional Services	\$75,000	\$75,000	\$0	0.00%
Attorney Fees	\$60,000	\$60,000	\$0	0.00%
Equipment	\$60,000	\$60,000	\$0	0.00%
Equipment Repair & Maint.	\$2,000	\$2,000	\$0	0.00%
Insurance	\$100,000	\$115,000	\$15,000	15.00%
Membership	\$13,500	\$13,500	\$0	0.00%
Postage	\$45,000	\$45,000	\$0	0.00%
Supplies	\$75,000	\$75,000	\$0	0.00%
Telephone	\$63,000	\$63,000	\$0	0.00%
Travel	\$33,000	\$33,000	\$0	0.00%
Vehicles	\$85,000	\$85,000	\$0	0.00%
Audit	\$29,000	\$29,250	\$250	0.86%
Miscellaneous Expense	\$7,500	\$7,500	\$0	0.00%
Reprographics	\$75,000	\$100,000	\$25,000	33.33%
Sales Tax	\$7,400	\$7,400	\$0	0.00%
Data Processing	\$79,000	\$68,000	(\$11,000)	-13.92%

Fine Collection Service	\$25,000	\$25,000	\$0	0.00%
Revaluation	\$92,000	\$92,000	\$0	0.00%
Board Development	\$10,000	\$10,000	\$0	0.00%
Total G& A	\$936,400	\$965,650	\$29,250	3.12%
Technology	\$1,357,000	\$1,357,000	\$0	0.00%
Technology Norman East	\$552,400	\$0	(\$552,400)	-100.00%
System Services				
Continuing Education	\$176,717	\$176,717	\$0	0.00%
Development	\$27,000	\$27,000	\$0	0.00%
Events/Hospitality	\$5,000	\$5,000	\$0	0.00%
Strategy and Innovation	\$150,000	\$150,000	\$0	0.00%
Marketing and Communication	\$195,700	\$195,700	\$0	0.00%
Programming	\$35,000	\$35,000	\$0	0.00%
Literacy	\$12,000	\$12,000	\$0	0.00%
System Facilities	\$155,000	\$167,000	\$12,000	7.74%
System Outreach	\$25,000	\$25,000	\$0	0.00%
Total System Services	\$781,417	\$793,417	\$12,000	1.54%
Subtotal GF Expenditures	\$18,008,050	\$16,857,435	(\$1,150,615)	-6.39%
Fund Balance				
Fund Balance Assigned Current Year	\$50,000	\$744,741	\$694,741	1389.48%
Fund Balance Carryover Prior				
Assigned Fund Balance	\$692,312	\$692,312	\$0	0.00%
Committed Fund Balance	\$226,262	\$226,262	\$0	0.00%
Unassigned Fund Balance	\$6,394,627	\$6,394,627	\$0	0.00%
Total Fund Balance	\$7,363,201	\$8,057,942	\$694,741	9.44%
Total General Fund Expend. and Fund Balance	\$25,371,251	\$24,915,377	(\$455,874)	-1.80%

Regular Board of Commissioners

1.g.

Meeting Date: 06/04/2018

Shawnee Conference Center

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of the Shawnee Conference Center HVAC and Lighting Upgrade Project and placing the bonds and warranties into effect.

Attachments

Shawnee Conference Center



Office of the Director of Operations

Date: May 29, 2018
To: Mayor and Commissioners
From: James Bryce, Director of Operations
RE: **Shawnee Conference Center HVAC and Lighting Upgrade Project**

Acceptance of the Shawnee Conference Center HVAC and Lighting Upgrade Project and place bonds and warranties into effect.

In January of 2017 staff was authorized to take bids on the Shawnee Convention Center HVAC and Lighting Upgrade Project. The project consisted of changing out all eight 20-ton units on the East side of the Conference Center, adding a unit on the West side to help keep the entry hall cool, and replacing all of the first floor florescent lighting with LEDs. The low bid came from a contractor that we had previously used on the Auditorium HVAC system and had good luck with and was awarded the project in February of 2017. The electrical side of the project went smooth and was completed on time but the HVAC side of the project in my opinion, never had an easy moment. Plagued early on with some unforeseen items in the wall ultimately leading to a change order to rework some of the duct work. This however was the least of our problems, keeping the HVAC crew on the job or showing up when they said they would was the big challenge and we were getting no help from the main contractor. In my opinion the contractor did not supervise the job well and forced City staff to constantly call asking for someone to be on the job working. Finally, in November of 2017, the HVAC work was nearly completed and a substantial completion date was set at December 1, 2017. From this point staff worked on getting the operation and maintenance manuals and warranty information and now have that in hand and are ready to accept the Project.

It is Staff's recommendation to accept the Shawnee Conference Center HVAC and Lighting Upgrade Project placing bonds and warranties into effect and authorizing final payment.

Final and complete payment is \$51,666.40 from Account # 104 5-1310-5420 1310-01

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: we, the undersigned

Jim Cooley Construction, LLC.

as Principal, and

North American Specialty Insurance Company

as Surety,

are hereby held and firmly bound unto the CITY OF SHAWNEE, OKLAHOMA, as OWNER in

the penal sum of Four Hundred Eighty Three Thousand for the payment of which, well and truly to

Four Hundred and 00/100 (\$483,400.00)

be made, we hereby jointly and severally bind ourselves, successors and assigns.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts each one of which shall be deemed an original.

Signed, this 14th day of March, 2017.

Jim Cooley Construction, LLC.

By:

Principal

Address

North American Specialty Insurance Company

Surety



ATTEST:

Mary C Karbs
Secretary

Seal (If Corporation)

Mary C Karbs
Witness (To Principal)

Address

ATTEST:

N/A

Secretary (Surety)

Seal

Witness (To Surety) Debbie Raper

9401 Cedar Lake Avenue

Address

Oklahoma City, OK 73114

Shelli R. Samsel

Attorney-in-fact Shelli R. Samsel

650 Elm Street

Address

Manchester, NH 03101

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS: we, the undersigned

Jim Cooley Construction, LLC.

as Principal, and

North American Specialty Insurance Company

a corporation organized

under the laws of the State New Hampshire and authorized to transact business

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

CITY OF SHAWNEE, OKLAHOMA, as OWNER

in the penal sum of Four Hundred Eighty Three Thousand for the payment of which,
Four Hundred and 00/100 (\$483,400.00)
 well and truly to be made, we hereby jointly and severally bind ourselves,
 successors and assigns, by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with the CITY OF
 SHAWNEE, OKLAHOMA, dated March 7, 2017, for the **Shawnee
 Convention Center HVAC and Lighting upgrade Project**; all in compliance with the plans
 and specifications therefore, made a part of said CONTRACT and on file in the office of the City
 Clerk, City of Shawnee, 16 W. 9th, P. O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by
 said Principal or subcontractors of said Principal who perform work in the performance of such
 contract, for labor and materials and repairs to and parts for equipment used and consumed in the
 performance of said contract within thirty (30) days after the same becomes due and payable, the
 person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due
 and unpaid.

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

Signed, this 14th day of March, 2017

Jim Cooley Construction, LLC.

By:

Principal

Address



ATTEST:

Secretary

Seal (If Corporation)


Witness (To Principal)

ATTEST:

N/A

Secretary (Surety)

Seal


Witness (To Surety) Debbie Raper

9401 Cedar Lake Avenue

Address

Oklahoma City, OK 73114

Address

North American Specialty Insurance Company

Surety



Attorney-in-fact Shelli R. Samsel

650 Elm Street

Address

Manchester, NH 03101

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

NAS SURETY GROUP

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY**

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, SUSANNE CUSIMANO
TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, ROBBIE LOYD, and MARK D. NOWELL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 18th day of November, 2014.

**North American Specialty Insurance Company
Washington International Insurance Company**

State of Illinois ss:
County of Cook

On this 18th day of November, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of March, 2017.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

JIMCO-4

OP ID: C7

DATE (MM/DD/YYYY)

03/14/2017

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

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

PRODUCER RICH & CARTMILL - OKC 9401 Cedar Lake Avenue Oklahoma City, OK 73114 Larry K Mitchell	CONTACT NAME: Shirlene Chambers PHONE (A/C, No, Ext): 405-418-8606 E-MAIL: schambers@rcins.com ADDRESS: schambers@rcins.com	FAX (A/C, No): 405-418-8641
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Charter Oak Fire Ins Company		25615
INSURER B: National Fire Ins Co of Hart		20478
INSURER C: Continental Insurance		35289
INSURER D: Valley Forge Ins Co.		20508
INSURER E: Continental Casualty Co		20443
INSURER F:		

INSURED
Jim Cooley Construction, LLC
P O Box 54619
Oklahoma City, OK 73154

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		424849871	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		424849854	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		424849885	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	424849868	07/01/2016	07/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Builders Risk		QT6604306B610TIL14	07/01/2016	07/01/2017	Project 7,500,000 Frame 1,000,000

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

Project: Shawnee Convention Center HVAC & Lighting Update

CERTIFICATE HOLDER**CANCELLATION**

CITYS08 City of Shawnee P O Box 1448 Shawnee, OK 74802-1448	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Travis E. Brown</i>
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Regular Board of Commissioners

1.h.

Meeting Date: 06/04/2018

912 E. Independence Evaluation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize City Manager to contract with TAP Architecture for an evaluation of the building located at 912 E. Independence Street and with Terracon for related environmental services, including an asbestos survey.

Attachments

912 E Inde. Evaluation



Office of the City Manager

MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Justin Erickson, City Manager

AGENDA: June 4, 2018

RE: Due Diligence/Building Evaluation – 912 E. Independence St.

BACKGROUND

On May 21, the City Commission authorized the City Manager to sign a non-binding *Letter of Intent* with First United Bank related to the potential purchase of their building at 912 E. Independence Street for use as the future Police Department Headquarters. As part of the due diligence process, staff proposes that *TAP Architecture* and *Terracon* be retained to provide a variety of needed professional services (see attached proposals).

The City has worked with both firms previously and has had positive experiences. TAP Architecture has substantial experience with public safety buildings and the adaptive reuse of existing buildings. Their portfolio includes the Oklahoma City Police SW Briefing Station (by Will Rogers Airport), police headquarters building for the City of Piedmont, OKC Fire Station No. 4 and many other public buildings.

BUDGETARY IMPACT

Anticipated costs are \$9,500 for the services outlined by TAP Architecture and \$6,900 for Terracon. The fees paid to TAP Architecture will be credited towards future fees associated with the build-out/remodel plans if TAP Architecture is so contracted for that work. Funds are available for this work and the Fiscal Year 18-19 Budget will be adjusted accordingly.

STAFF RECOMMENDATION

Staff recommends that the City Commission authorize the City Manager to execute agreements with TAP Architecture and Terracon for services outlined in their proposals.

Attachments

415 Broadway

Oklahoma City

Oklahoma 73102



V.405.232.8787

F.405.232.8810

www.taparchitecture.com

Tuesday, May 29, 2018

Justin Erickson, City Manager
City of Shawnee
16 W 9 ST
SHAWNEE OK 74801

Reference – Professional Services for Evaluation of Building Report at 912 East Independence Shawnee, OK 74801 for use by Shawnee Police Department

Mr Erickson:

I appreciate the opportunity to submit a proposal for professional services on the above referenced project.

Assumptions:

- Access to the building by appointment.
- Architectural, Structural and MEP documents by Price and Reaves Architects available.
- Environmental Report by Owner.

Deliverables in Report:

- General condition of building by Architect.
- ADA evaluation with any required cures to meet current state adopted IBC 2015.
- Structural evaluation by licensed engineer including 2nd floor potential.
- MEPF evaluation by licensed professional engineers.
- Roof evaluation by licensed roof inspector.
- Test fit plan for the Police Department verifying feasibility of an adaptive reuse.
- Attendance at City Council meeting to present and/or answer any questions on the Report.
- 35 working days from Notice to Proceed.

Our proposed fee for the above is **\$9,500.00** payable on completion and your satisfaction with the report. If consulting for the build-out is awarded to TAP this amount will be credited toward fees for the project.

Hopefully this proposal captures and satisfies your goals and if we need to discuss or modify please call.

Thank you again Justin for contacting TAP, we look forward to working with the Police Department again and hearing from you.

Sincerely,

for **TAP** Architecture

Accepted,

for the **City of Shawnee**

Anthony McDermid, Principal
D | 405.232.8899
C | 405.820.2041
amcdermid@taparchitecture.com

Justin Erickson, City Manager
D | 405.878.1601
JErickson@shawneeok.org

May 31, 2018



City of Shawnee
16 W 9th St
Shawnee, OK 74801-6812

Attn: Mr. Justin Erickson
P: (405) 878-1601
E: jerickson@shawneeok.org

RE: Proposal for a Phase I Environmental Site Assessment and
Asbestos Survey
First United Bank
912 East Independence
Shawnee, OK
Terracon Proposal No. P03187208

Dear Mr. Erickson:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to City of Shawnee (client) to conduct a Phase I Environmental Site Assessment (ESA) and an Asbestos Survey of the above-referenced site. We understand the site is located at 912 East Independence in Shawnee, Pottawatomie County, Oklahoma. The site is an approximate 3.68-acre tract of land currently developed with a First United Bank and is approximately 18,368 square feet in size. The building was reported to have been constructed in two phases, 1975 and 1982.

Scope of Services (see Section 2.0 of attached proposal detail)	Phase I ESA consistent with ASTM E1527-13 ■ Chain of Title/Environmental Lien Search is not included in this fee. ■ Additional non-scope items: Asbestos Survey.
Schedule (see Section 2.4 of attached proposal detail)	15 business days
Compensation (see Section 3.0 of attached proposal detail)	Lump sum of \$6,900

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services and User Questionnaire attached to this proposal to our Oklahoma City office. **Please provide site contact information with the signed**



Terracon Consultants, Inc. 4701 N Stiles Ave Oklahoma City, OK 73105-3330
P 405-525-0453 F 405-557-0549 terracon.com

Environmental



Facilities



Geotechnical



Materials

Proposal for Phase I Environmental Site Assessment

First United Bank ■ Shawnee, OK

May 31, 2018 ■ Terracon Proposal No. P03187208



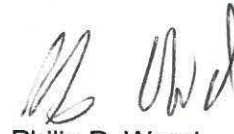
agreement. The terms, conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,

Terracon Consultants, Inc.


Kimberly R. Williford
Due Diligence Group Manager


Philip D. Wood
Senior Principal

Attachments: ASTM E1527-13 User Questionnaire
Detailed Scope of Services
Agreement for Services

Client/User Required Questionnaire



Person Completing Questionnaire	Name: Company:	Phone: Email:
Site Name		
Site Address		
Point of Contact for Access	Name: Company:	Phone: Email:
Access Restrictions or Special Site Requirements?	___ No ___ Yes (If yes, please explain)	
Confidentiality Requirements?	___ No ___ Yes (If yes, please explain)	
Current Site Owner	Name: Company:	Phone: Email:
Current Site Operator	Name: Company:	Phone: Email:
Reasons for ESA (e.g., financing, acquisition, lease, etc.)		
Anticipated Future Site Use		
Relevant Documents?	Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys, Environmental Permits or Audit documents, Underground Storage Tank documents, Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevant reports or documents.	
ASTM User Questionnaire In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental conditions resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of their actual knowledge.		
1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.25)? ___ No ___ Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)		
2) Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)? ___ No ___ Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)		
3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)? ___ No ___ Yes (If yes, explain below)		
4) Do you have actual knowledge of a lower purchase price because contamination is known or believed to be present at the site (40 CFR 312.29)? ___ No ___ Yes ___ Not applicable (If yes or Not applicable, explain below)		
5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? ___ No ___ Yes (If yes, explain below)		
6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of contamination at the site (40 CFR 312.31)? ___ No ___ Yes (If yes, explain below)		
<u>Comments or explanations:</u>		

Please return this form with the signed authorization to proceed.

Proposal No. P03187208

DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

We understand the site is located at 912 East Independence in Shawnee, Pottawatomie County, Oklahoma. The site is an approximate 3.68-acre tract of land currently developed with a First United Bank and is approximately 18,368 square feet in size. The building was reported to have been constructed in two phases, 1975 and 1982. We further understand that the anticipated future use of the site is a police station and the purpose of the ESA is to assist the client with acquiring the site. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

2.0 SCOPE OF SERVICES

2.1 Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal.

ASTM E1527-13 contains a new definition of "migrate/migration," which refers to "the movement of hazardous substances or petroleum products in any form, including, for example, solid and liquid at the surface or subsurface, and vapor in the subsurface." By including this explicit reference to migration in ASTM E1527-13, the standard clarifies that the potential for vapor migration should be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

REC Definition

Recognized environmental conditions are defined by ASTM E1527-13 as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions."

Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

Historical Use Information

A review of selected historical sources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following selected references, depending on applicability and likely usefulness, will be reviewed for the site.

- Historical topographic maps
- Aerial photographs (approximate 10 to 15 year intervals)
- City directories (approximate 5 year intervals)
- Fire (Sanborn) insurance maps
- Property tax file information
- Site title search information, if provided by client
- Environmental liens, if provided by client
- Building department records
- Zoning records
- Prior environmental reports, permits and registrations; or geotechnical reports, if provided by the client

Pursuant to ASTM E1527-13, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records (or judicial records where appropriate) for environmental liens and activity and use limitations currently recorded against or relating to the site. If the client is unable to provide land title records (or judicial records where appropriate), an abstract firm may be contracted by Terracon to perform a review of land title records (or judicial records where appropriate) for an additional fee. Documentation of environmental liens and activity and use limitations, if recorded, will be provided in the land title records (or judicial records where appropriate). Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records (or judicial records where appropriate). **If land title records (or judicial records where appropriate) are not provided for review in a timely manner, Terracon may conclude that the absence of records represents a data gap, which must be evaluated and documented in the final report.**

Proposal for Phase I Environmental Site Assessment

First United Bank ■ Shawnee, OK

May 31, 2018 ■ Terracon Proposal No. P03187208



The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

Regulatory Records Review

Consistent with ASTM E1527-13, outlined below are the following federal, state, and tribal databases, where applicable are typically reviewed for indications of RECs, and the approximate minimum search distance of the review from the nearest property boundary. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

Governmental Records	Search Distance
Federal NPL Site List	1.0 mile
Federal NPL (Delisted) Site List	0.5 mile
Federal CERCLIS Site List	0.5 mile
Federal CERCLIS NFRAP Site List	0.5 mile
Federal RCRA Corrective Actions (CORRACTS) TSD Facilities List	1.0 mile
Federal RCRA Non-CORRACTS TSD Facilities List	0.5 mile
Federal RCRA Generators List	Site and Adjoining
Federal Institutional Control/Engineering Control Registries	Site Only
Federal ERNS List	Site Only
State and Tribal-Equivalent NPL Site Lists	1.0 mile
State and Tribal-Equivalent CERCLIS Lists	0.5 mile
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5 mile
State and Tribal Leaking UST Lists	0.5 mile
State and Tribal Registered UST Lists	Site and Adjoining
State and Tribal Institutional Control/Engineering Control Registries	Site Only
State and Tribal VCP Site Lists	0.5 mile
State and Tribal Brownfield Site Lists	0.5 mile

Tribal databases will only be evaluated if the site is located in an area where a recognized tribe has jurisdiction for environmental affairs.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or

Proposal for Phase I Environmental Site Assessment

First United Bank ■ Shawnee, OK

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environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes **up to two hours of regulatory agency file and/or records review, including client-provided reports and files**. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Aboveground chemical or waste storage
- Visible underground chemical or waste storage, drainage, or collection systems
- Electrical transformers
- Obvious releases of hazardous substances or petroleum products

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

Report Preparation

A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Recommendations will be developed as part of the Phase I ESA scope of services. Prior to final report issuance, the client may request paper copies at a charge of \$50.00 per report copy.

2.2 Additional Services Beyond Base ESA

At the direction of the client, the following additional services beyond the scope of the base Phase I ESA have been included.

Asbestos Survey (prior to renovation/demolition)

Terracon will perform an asbestos survey of the building on the site. We understand the purpose of this survey is to identify and quantify asbestos-containing materials (ACM) present in the building. It is proposed that Terracon will collect a maximum of 120 samples for analysis. If requested by the client, additional samples will be collected for a fee of \$25.00 per sample.

The asbestos survey will be performed by a State-certified and/or Asbestos Hazard Emergency Response Act (AHERA)-accredited asbestos building inspector as required by 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP). Terracon will conduct a visual assessment of the site building to identify materials suspected of containing asbestos (suspect ACM) such as thermal system insulation, surfacing materials, and miscellaneous materials (e.g., floor tile, ceiling tile). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis. Bulk sample collection will be conducted in general accordance with the sampling protocols outlined in 40 CFR 763.86.

Sample collection will result in some isolated damage to building materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sample locations. Sampling will be limited to readily visible and accessible suspect building materials. Terracon will not perform sampling which requires demolition or destructive activities such as knocking holes in walls, dismantling equipment or removing protective coverings. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawl spaces) will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Terracon personnel. Sampling will not include suspect materials which cannot be safely reached with provided ladders or man-lifts. Unless specifically requested by the client, exterior building materials such as roofing will not be sampled. If roof sampling is requested by the client, the client must agree to defend and hold Terracon harmless from subsequent liability and damages that may result. Terracon will apply temporary patching to roof sample locations, but the client is advised to obtain a roofing contractor to repair areas damaged by client-requested roof sampling.

The samples will be analyzed for asbestos content by polarized light microscopy (PLM). The percent asbestos, where applicable, will be determined by visual estimation. No other analyses such as point counting or transmission electron microscopy (TEM) will be conducted as part of

the proposed scope of services. If PLM results merit re-analysis by the more quantitative point counting or TEM technique, Terracon will contact the client for authorization of additional costs.

Terracon will prepare a separate, written report describing the sampling methodology and the results of the asbestos survey. The report will describe the number, type, and location of suspect ACM samples, the analytical results, the estimated quantity and the condition of materials identified as ACM. At the request of the client, drawings depicting the location and extent of ACM and estimates of ACM removal costs can be provided to the client for an additional fee.

2.3 Additional Services Not Included

The following services, although not specifically required by ASTM E1527-13, may also be performed concurrently with ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Visual Observations for Suspect Asbestos
- Limited Asbestos Sampling
- Visual Observations for Mold
- Radon Records Review
- Short-Term Radon Testing
- Visual Observations for Suspect Lead-Based Paint
- Limited Lead-Based Paint Sampling
- Lead in Drinking Water Records Review
- Limited Lead in Drinking Water Sampling
- Wetland Records Review
- Threatened/Endangered Species Records Review
- Historic Properties/Archaeological Resources Review
- ASTM E 2600-15 Vapor Encroachment Screen

At the client's request, Terracon can also provide proposals for facility engineering services including property condition assessments, roofing inspections, curtain wall evaluations, structural surveys and mechanical surveys.

2.4 Schedule

Services will be initiated upon receipt of the written notice to proceed. The final reports will be submitted within 15 business days after receipt of your written notice to proceed, assuming site access can be obtained within 4 days after the notice to proceed.

In order to comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- A signed Agreement for Services evidencing acceptance of this scope of services.
- The completed ASTM E1527-13 User Questionnaire, supplied as an attachment to this proposal.
- Right of entry to conduct the assessment, including access to building interiors.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist).
- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.).
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site.
- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site.
- Information about environmental liens and activity and use limitations for the site, if any.
- Specialized knowledge or experience that is material to RECs in connection with the site, if any.
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties.
- Land title records.

Please note that requested regulatory files or other information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this ESA.

2.5 Reliance

The ESA report will be prepared for the exclusive use and reliance of City of Shawnee. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

If the client is aware of additional parties that will require reliance on the ESA report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the ESA report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the ESA by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$350 per relying party.

Reliance on the ESA by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and ESA report. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

Continued viability of the report is subject to ASTM E1527-13 Sections 4.6 and 4.8. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-13.

2.6 Scope and Report Limitations

The findings and conclusions presented in the final report will be based on the site's current utilization, the anticipated future use of the site, if provided to Terracon, and the information collected as discussed in this proposal. Please note that we do not warrant database or third party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e. evaluation of the presence of vapors within a building structure), business environmental risk evaluations, or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be

Proposal for Phase I Environmental Site Assessment

First United Bank ■ Shawnee, OK

May 31, 2018 ■ Terracon Proposal No. P03187208



considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

Proposal for Phase I Environmental Site Assessment

First United Bank ■ Shawnee, OK

May 31, 2018 ■ Terracon Proposal No. P03187208

**3.0 COMPENSATION**

Base Phase I ESA Services	Fee	Authorization
Base Phase I ESA Services - Lump Sum (Includes items outlined in Section 2.1. Cost to contract an abstract firm to develop a chain of title or environmental lien search is not included in this fee.)	\$2,400	☐ Yes ☐ No
Additional Services	Fee	
Visual Observations for Suspect Asbestos	*	
Limited Asbestos Sampling	*	
Asbestos Survey (prior to renovation/demolition)	4,500	☐ Yes ☐ No
Visual Observations for Mold	*	
Radon Records Review	*	
Short-Term Radon Testing	*	
Visual Observations for Suspect Lead-Based Paint	*	
Limited Lead-Based Paint Sampling	*	
ASTM E 2600-15 Vapor Encroachment Screening	*	
Regulatory Agency File Review	*	
Lead in Drinking Water Records Review	*	
Limited Lead in Drinking Water Sampling	*	
Wetland Records Review	*	
Threatened/Endangered Species Records Review	*	
Historic Properties/Archaeological Resources Review	*	
Additional Services - Subtotal	\$4,500	
Lump Sum Total	\$6,900	

* Not included in the scope of services per the client's direction.

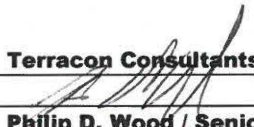
The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Shawnee ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the First United Bank project ("Project"), as described in the Project Information section of Consultant's Proposal dated May 25, 2018 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, including email authorization, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); excess liability (\$5,000,000 occ / agg); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on test and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedure(s) (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **5/31/2018**
 Name/Title: **Philip D. Wood / Senior Principal**
 Address: **4701 N Stiles Ave**
Oklahoma City, OK 73105-3330
 Phone: **405-525-0453** Fax: **405-557-0549**
 Email: **Phil.Wood@terracon.com**

Client: **City of Shawnee**
 By: _____ Date: _____
 Name/Title: **Justin Erickson**
 Address: **16 W 9th St**
Shawnee, OK 74801-6812
 Phone: **(405) 878-1601** Fax: _____
 Email: **jerickson@shawneeok.org**

Reference Number: P03187208

Regular Board of Commissioners

3.

Meeting Date: 06/04/2018

Budget Public Hearing

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing for Fiscal Year 2018-2019 budget.

Attachments

Budget Public Hearing

Notice of Public Hearing City of Shawnee, Oklahoma Shawnee Municipal Authority Shawnee Airport Authority Proposed Budget Summary Fiscal Year 2018-2019 (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 Cities Fund	Total
ESTIMATED REVENUES & FUND BALANCE																								
Beginning Fund Balance	2,778,145	5,671	57,818	296,979	157,002	19,659	119,493	53,012	53,012	153,461	20,228	219,734	1,368,422	8,212,134	(111,656)	2,470,269	282,236	395,492	-	163,500	21,219	93,400	-	16,829,230
Transfers In	2,716,050	176,475	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	79,000	-	-	-	31,000	3,002,525
All Other Revenues	21,845,313	300,500	282,950	13,752	362,723	3,000	494,360	410,785	410,785	50,000	15,000	27,323	2,562,125	2,870,000	400,000	18,588,860	1,401,713	660,500	-	5,000	-	-	-	50,704,689
TOTAL	27,339,508	482,646	340,768	310,731	519,725	22,659	613,853	463,797	463,797	203,461	35,228	247,057	3,930,547	11,082,134	288,344	21,059,129	1,683,949	1,055,992	79,000	168,500	21,219	93,400	31,000	70,536,444
APPROPRIATIONS :																								
1 General Administration	3,219,150	-	-	-	-	-	-	-	-	-	-	-	357,000	-	-	-	-	-	-	-	-	-	-	3,576,150
2 Community Services	727,526	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	660,500	-	-	-	-	-	1,388,026
3 Exposition Center	525,000	-	-	-	60,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	585,000
4 Community Development	819,193	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	819,193
5 Engineering	829,957	-	-	-	-	-	-	-	-	-	-	-	210,000	505,838	-	-	-	-	-	-	-	-	-	1,545,795
6 Police Department	8,470,067	-	-	-	-	-	-	-	-	-	15,000	-	430,960	-	-	-	-	-	-	-	-	-	-	8,916,027
7 Fire Department	6,451,647	-	-	-	-	-	-	-	-	-	-	-	1,131,099	-	-	-	-	-	-	-	-	-	-	7,582,746
8 Public Works	2,964,215	-	-	-	-	-	-	-	-	-	-	-	367,500	-	350,000	11,802,511	-	-	-	69,778	-	-	-	15,554,004
9 Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,391,713	-	-	-	-	-	-	1,391,713
10 Contingencies	-	-	-	9,250	-	-	-	30,000	-	-	-	-	-	-	-	-	10,000	-	-	-	-	-	-	49,250
11 Transfers Out	554,609	-	-	276,000	15,000	-	473,242	410,525	410,525	-	-	-	-	50,000	-	1,500,000	-	-	-	-	-	-	-	3,689,900
12 Other Reserves	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14 Streets Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	5,206,740	-	-	-	-	-	-	-	-	-	5,206,740
15 Street & Alley	-	475,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	475,000
16 Economic Development	-	-	-	-	286,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	286,000
17 E 911	-	-	269,946	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	269,946
18 Spay/Neuter	-	-	-	-	-	2,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,800
19 Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	1,422,069	-	-	2,096,049	-	-	-	-	-	-	-	3,518,117
20 Library	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	79,000	-	-	-	-	79,000
21 Senior Citizens	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22 Sister Cities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31,000	31,000
FUND BALANCE	2,778,145	7,646	70,822	25,481	158,725	19,859	140,611	23,272	53,272	203,461	20,228	247,057	11,920	5,319,556	(61,656)	5,660,569	282,236	395,492	-	98,722	21,219	93,400	-	15,570,037
TOTAL	27,339,508	482,646	340,768	310,731	519,725	22,659	613,853	463,797	463,797	203,461	35,228	247,057	3,930,547	11,082,134	288,344	21,059,129	1,683,949	1,055,992	79,000	168,500	21,219	93,400	31,000	70,536,444
NOT IN BALANCE!																								

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 21, 2018

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 6:00 p.m. on June 4, 2018

Justin Erickson, City Manager

(Seal)

Attest:

s/s Phyllis Loftis, City Clerk

Regular Board of Commissioners

4.

Meeting Date: 06/04/2018

Surplus Vehicle

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution to declare certain City of Shawnee Fire Department property surplus and authorize the donation or sale of said property.

Attachments

Surplus Memo

Surplus Resolution



16 West 9th Street
P (405) 878-1671 | F (405) 878-1618



ADMINISTRATION

Dru Tischer, Fire Chief
(405) 878-1556

Andy Starkey, Deputy Fire Chief
(405) 214-5005

Dani Turner, Administrative Assistant
(405) 878-1671

DATE: May 22, 2018

TO: Mayor, Vice Mayor and City Commissioners

CC: Justin Erickson, City Manager; Cindy Arnold, Finance Director; James Bryce,
Operations Director

FROM: Dru Tischer, Fire Chief

SUBJECT: Request 1997 Pierce Pumper Declared Surplus for Auction

I am respectfully requesting that our 1997 Pierce Pumper (City ID #2919; pictured below) be declared surplus. This unit was removed from service with the temporary closing of our Station #2 on Bryan Street and will now be replaced with our soon to arrive 2018 Pierce Pumper. This vehicle has been in service with our department for 21 years, and no longer fit for emergency response in our department due to the high volume of emergency incidents we respond to. We would like to request that we be allowed to donate this vehicle to one of our surrounding local departments that may be in need. If we are unable to find a local department in need of this vehicle we would like to list it on the Publicsurplus.com auction site or list it in our next local surplus auction.



RESOLUTION NO. _____

A RESOLUTION TO DECLARE CERTAIN CITY OF SHAWNEE FIRE DEPARTMENT PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEM; AND AUTHORIZING THE DONATION OR SALE OF SAID ITEM.

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

That the item of personal property is described as:

1997 Freightliner Pierce Pumper Truck
COS Asset No. 2919
VIN: 1FV6JLCB3VH787741

Said property is hereby declared a City owned item which is surplus and no longer needed for City purposes; that the City of Shawnee is authorized to donate or sale the item.

PASSED AND APPROVED this _____ day of _____, 2018.

RICHARD FINLEY, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

6.a.

Meeting Date: 06/04/2018

Admin Report Fire Chief

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fire Chief Dru Tischer – Purchase of Turnout Gear Extractor

Attachments

No file(s) attached.

Regular Board of Commissioners

6.b.

Meeting Date: 06/04/2018

Admin Report Community Devel.

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Community Development Director Justin DeBruin – Comprehensive Plan Update

Attachments

Admin Report Community Devel.



To: City of Shawnee Commissioners

From: Justin DeBruin, Community Development Director

Agenda: June 4, 2018 City Commission

RE: Comprehensive Plan Progress Update

As you may recall, a contract was awarded to RDG Planning and Design on February 20, 2018 to begin consultant services for an update to the City's Comprehensive Plan. Staff would like to provide a progress update since February and inform the Commission of several key events coming up.

Work in late February and March was highly focused on transferring key data from the City to RDG, including a variety of City plans, studies, and surveys, to analyze the existing condition of Shawnee. This work culminated in RDG's first official visit to Shawnee on March 26th and 27th. While in town, the City arranged a tour of Shawnee, a kick-off meeting with City Officials, and the first monthly advisory committee meeting.

With no visit planned for April and May, progress has been primarily focused on the development of a comprehensive plan specific website, creation of surveys customized for specific Shawnee groups and general online use, creation of a branding logo, and general preparations for a heavy agenda for June's visit (June 12 – 13). The following are events and priorities for RDG's visit in June:

1. **Stakeholder Group Meetings:** Conducting small-group interviews (8-10 people) with 60-70 individuals from diverse sectors of Shawnee's population. These will be conducted at City Hall from **8:00am – 4:30am on June 12th and 13th**.
2. **Community Kick-off Event (Flyer attached):** To be hosted at First Christian Church, locate at 1625 N. Broadway Ave, at **5:00pm on Tuesday, June 12th**. This

is a chance for the public to learn about the Plan update and provide important feedback to the City while early in the update process.

3. **Steering Committee Meeting #2:** With the Commissions blessing on the May 7, 2017 agenda, a Comprehensive Plan Steering Committee has been established, with a variety of community leaders participating to guide the Plan update over the next 12 months. Meetings will be held monthly, with the next being at City Hall on **June 13th at 5:00pm.**
4. **Project website and online survey launch:** Project website has been launched and continues to be populated – www.shawneeplan.com. This will be advertised more in the coming weeks as a location to learn more about the project and participate in a community wide survey.

As public engagement is the cornerstone of a good plan, we encourage all individuals to regularly check the website for updates and opportunities for continued public input. If questions come up, please feel free to direct individuals to the Planning Department.

Attachment: Community Kick-off Event Flyer

Sincerely,



Justin DeBruin, AICP

Community Development Director
222 N. Broadway
Shawnee, OK 74801
(405) 878 - 1665
justin.debruin@shawneeok.org



SHAWNEE

NEXT HORIZONS

Join the Conversation

The City of Shawnee is developing a comprehensive plan to guide its growth and development over the next 20 years. The plan must reflect the ideas, aspirations, and values of the community and its residents - for this, we need you to **Join the Conversation!**

WHAT

Shawnee Comprehensive Plan Kick-off

ABOUT

The future of Shawnee

WHEN

Tuesday, June 12 | 5:00 PM

WHERE

First Christian Church | 1625 N. Broadway Ave.

WHAT IS A COMPREHENSIVE PLAN?

A **guidebook** for the growth of the community, including decisions pertaining to land use, capital investments, and infrastructure.

HOW IS IT CREATED?

Community involvement is the basis of the plan and its implementation. Through community input, it provides careful consideration of all factors that will impact change.

WHY A PLAN?

To create the **best future** for future generations.

