

AGENDA
BOARD OF CITY COMMISSIONERS
June 3, 2013 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 9
 - b. Minutes from the May 20, 2013 regular meeting (recessed until May 28, 2013) and the Emergency Called meeting May 23, 2013
 - c. Acknowledge the following minutes:
 - Shawnee Civic and Cultural Development Authority minutes from April 18, 2013
 - Shawnee Urban Renewal Authority minutes from April 2, 2013
 - d. Approve renewal of the following agreements for FY 2013-2014:
 1. Independent School District No. 93 for maintenance of tennis courts.
 2. Pottawatomie County District Court to establish, develop and implement programs for juvenile misdemeanor offenders.
 3. Gordon Cooper Technology Center District No. 5 to provide repaving and repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC.
 4. Agreement with Youth and Family Resource Center, Inc. (Hope House) for Juvenile Services.
 5. Agreement to provide police officers for Shawnee High School and Middle School.
 6. Fingerprint Service for Housing Authority.
 7. Governmental Services contract with the Shawnee Civic and Cultural Development Authority.
 8. Animal shelter facility agreement with Town of McLoud.
 9. Pottawatomie County Public Safety Center Jail Services Agreement.
 10. Project H.E.A.R.T., Inc. for providing meals to elderly persons.
 11. Renewal and upgrade of service agreement with Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma for Enhanced 9-1-1 Service
 12. Contract with Blackboard Connect

e. Mayor's Appointments:

Airport Advisory Board

Clifton Barger Appointment 1st Full Term Expires 7/1/2016
Replaces Mike Adcock, Termed out

Kevin Huddleston Appointment 1st Full Term Expires 7/1/2016
Replaces Jack Barrett, Termed out

Zoning Board of Adjustment

Jim L. Cooper Appointment 1st Full Term Expires 6/1/2016
Replaces Paul Bass, Termed Out

Matt Thomas Appointment 1st Full Term Expires 6/1/2016
Replaces Dennis Morris, Termed Out

Planning Commission

Link Cowen Appointment 1st Partial Term Expires 6/1/2014
Replaces Taylor Prince

- f. Authorize Water's Edge Aquatic Design to proceed with construction documents and bid documents.
- g. Authorize staff to advertise for bids for debris removal service.
- h. Declare American Signal Corp. a sole source vendor and approve their proposal for conversion of our Federal Signal Telephone line controlled outdoor warning sirens to radio control.
- i. Acceptance of donation of land located on Tucker Street from the Harrison Center, Ltd. and authorization of letters of donation.
- j. Accept Improvements to Sewer Lift Station located at the intersection of Acme Road and MacArthur Street and place maintenance bond into effect.

3. Commissioners Comments

4. Citizens Participation

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

- 5. Presentation of Shawnee Police Department Accreditation Credentials by Lt. Jim Spearman, Norman Police Department and presentation of award to Lt. Ken King for efforts in this endeavor.
- 6. Presentation by John Waldo of BOSC, Inc. and Allan Brooks of The Public Finance Law Group regarding preparation for future bond financing.
- 7. Discussion, consideration and possible action to enter into a Permit in Lieu of Franchise with Unite Private Network for placing equipment in the Rights of Way of the City of Shawnee in order to provide services to Shawnee Public Schools.

8. Discussion, consideration and possible action on an Ordinance granting a permit in lieu of franchise to Unite Private Network for the use of the rights of way of the City of Shawnee for the purpose of providing Wide Area Network Services to the Shawnee Public Schools; providing for permits; providing for a fee; providing other measures for operations in the City of Right of way, all as more fully set out in the permit; authorizing the appropriate city officials to execute the permit; providing for severability; providing for codification and declaring an emergency.
9. Consider Bids:
 - a. Exterior Restoration, Exterior Painting, and Window Replacement for the Shawnee Municipal Auditorium Building (Open)
10. New Business

(Any matter not known about or which
could not have been reasonably foreseen
prior to the posting of the agenda)
11. Administrative Reports
12. 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

2. a.

Meeting Date: 06/03/2013

Open Bids

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 9

Regular Board of Commissioners

2. b.

Meeting Date: 06/03/2013

Minutes May 20 and May 23

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the May 20, 2013 regular meeting (recessed until May 28, 2013) and the Emergency Called meeting May 23, 2013

Attachments

Regular Minutes 5-20-13

Emergency Minutes 5-23-13

BOARD OF CITY COMMISSIONERS PROCEEDINGS
MAY 20, 2013 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, May 20, 2013 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord
Mayor

Commissioner Ward 1

James Harrod

Commissioner Ward 3-Vice Mayor

John Winterringer

Commissioner Ward 5

Commissioner Ward 2

Keith Hall

Commissioner Ward 4

Steve Smith

Commissioner Ward 6

ABSENT: Pam Stephens, Linda Agee

MAYOR DECLARES A QUORUM

A motion was made by Commissioner Hall, seconded by Commissioner Winterringer, to recess the meeting until Tuesday, May 28, 2013, at 6:30 p.m. Motion carried. 5-0

AYE: Hall, Winterringer, Smith, Harrod, Mainord

NAY: None

COMMISSION MEETING NOW IN RECESS (6:31 P.M.) UNTIL TUESDAY, MAY 28, 2013, 6:30 P.M.

CITY COMMISSION RECONVENED TUESDAY, MAY 28, 2013, AT 6:30 P.M. ROLL WAS CALLED WITH THE FOLLOWING COMMISSIONERS PRESENT AND A QUORUM WAS DECLARED.

STEPHENS, AGEE, HARROD, MAINORD, HALL, WINTERRINGER, SMITH

INVOCATION

Commissioner Smith led the assembly in singing "God Bless the USA"

FLAG SALUTE

Led by Commissioner Hall

AGENDA ITEM NO. 1:

Consider approval of Agenda.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the Agenda. Motion carried 7-0.

AYE: Harrod, Hall, Winterringer, Smith, Stephens, Agee, Mainord

NAY: None

AGENDA ITEM NO. 2:

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 SMA Agenda Item No. 3.
- b. Minutes from the May 6, 2013 regular meeting and the May 6, 2013 special called meeting
- c. Budget Amendment General Fund
To bring up compensated absences from fund balance to accommodate those who left
- d. Acknowledge the following reports:
 - License Payment Report for April 2013
 - Project Payment Report for April 2013
- e. Approve staff's recommendation for Third-Party Administrator to manage the City's self-insured Worker's Compensation Program.
- f. Mayor's Appointments:

Zoning Board of Adjustment

Joe Freeman, Re-appoint

2nd Full Term

Exp June 1, 2016

Toby Blaylock, Re-appoint	2 nd Full Term	Exp June 1, 2014
Tom Bierd, Re-appoint	1 st Full Term	Exp June 1, 2014

Airport Advisory Board

Ron Duran, Appointment	1 st Full Term	Exp Jul 1, 2016
<i>To replace Bob Weaver, termed out</i>		

Harmik Dersahakian, Re-appoint	2 nd Full Term	Exp Jul 1, 2016
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Terry Toole , Re-appoint	2 nd Full Term	Exp Jul 1, 2016
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The Mayor acknowledged an error in the name of his appointment to the Airport Advisory Board. The name was shown as Ron Duran and the appointment is to Rob Duran

A motion was made by Commissioner Hall, seconded by Commissioner Winterringer, to approve the Consent Agenda Item Nos. a-f. Motion carried 7-0.

AYE: Hall, Winterringer, Smith, Stephens, Agee, Harrod, Mainord

NAY: None

AGENDA ITEM NO. 3:

Commissioners Comments

Commissioner Agee stated this is her first time to be on the “receiving end” of disaster relief from storm damage. Many people from all over the country have come to her aid and she wishes to thank them for their help.

Commissioner Stephens was in Colorado training with her position in the military and was proud of the fact that Oklahoma did not need military help, Oklahoma’s state and local people were helping themselves.

Mayor Mainord, as well as other city officials and city staff, have been have been visiting damage area around the city and have met many, many wonderful people who have come to help from all over the country.

AGENDA ITEM NO. 4:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

Linda Peterson spoke regarding the proposed budget with no allowance for any pay increase for city employees. At the same time, the Contract Review

Committee recommended providing money to two different organizations to allow for a pay increase for their staff and this was approved by the Commission.

Ms. Peterson questioned giving the Convention and Visitor Bureau the amount requested when they have a large surplus which they should use. She further stated that any money not given to CVB could go to the Expo Center which would free up money normally provided to the Expo Center which could then be used for city staff pay increases.

She believes equal consideration should be given to city employees as is given to contract personnel.

AGENDA ITEM NO. 5:

Presentation of Shawnee Police Department Accreditation Credentials by Lt. Jim Spearman, Norman Police Department and presentation of award to Lt. Ken King for efforts in this endeavor.

This item was moved to the June 3, 2013 meeting.

AGENDA ITEM NO. 6:

Presentation and update on the Shawnee Municipal Pool Project by John Ayers, President Pool Committee and Jeff Bartley of Water's Edge Aquatic Design for commission discussion and comments.

Mr. John Ayers, President of the Pool Committee, gave a report. The Pool Committee had three goals when they started meeting. These were to make the pool attractive, make the pool self-supporting and use the existing pool shell. The committee believes the plan submitted by Water's Edge Aquatic Design will meet all three of the goals.

Mr. Jeff Bartley. Water's Edge Aquatic Design, showed a power point of the design for the proposed new pool area. Many features are included, such as: splash pads, deep diving area, river current type area, lane swimming for competition and shaded shallow area for toddlers.

Mr. Ayers advised this could be accomplished with the City of Shawnee making a 3 million dollar commitment. The committee is asking the City of Shawnee to commit 2.8 million dollars now with approximately \$500,000 for parking, if needed, in the future. The committee believes they can raise donations of 1.2 million dollars.

Mr. Richard Finley, committee member, advised the city needs to “firm up” their commitment of 2.8 million so that the committee can begin raising the additional 1.2 million.

This commitment will be an agenda item at the next meeting.

AGENDA ITEM NO. 7:

Discussion, consideration and possible action on recommendations relating to Municipal Court.

Mary Ann Karns, City Attorney, gave a power point presentation on progress made by the Municipal Court and areas of need in the Municipal Court. Ms. Karns and Judge Jones have reviewed some areas that need to be addressed. She is, also, including in the new budget, remodeling of the work area to make it more efficient.

Many warrants and fines due are years old and need to be removed from the system. Following is a list of actions the City Attorney has asked the Commission to approve:

- Authorize Judge Jones to recall all warrants issued prior to 2005
- Authorize Judge Jones to review citations deemed uncollectible, certify that list to City Treasurer so the amounts can be written off
- Certify fines to District Court enter them as money judgments against individuals and proceed to collection
- Authorize an administration fee for the supervision of a payment plan
- Authorize a “book in” fee of \$50.00 and Judge be allowed to suspend or waive incarceration fees
- Make a 9-month Marshal a 12-month Marshal

A motion was made by Vice Mayor Harrod, seconded by Commissioner Stephens, to approve the six items as requested by City Attorney Mary Ann Karns, as follows: Authorize Judge Jones to recall all warrants issued prior to 2005; authorize Judge Jones to review citations deemed uncollectible and certify that list to City Treasurer so the amounts can be written off; certify fines to District Court, enter them as money judgments against individuals and proceed to collection; authorize an administration fee for the supervision of a payment plan; authorize a “book in” fee of \$50.00 and the Judge be allowed to suspend or waive incarceration fees; and make a 9-month Marshal into a 12-month Marshal. Motion carried 7-0.

AYE: Harrod, Stephens, Agee, Mainord, Hall, Winterringer, Smith

NAY: None

AGENDA ITEM NO. 8:

Discussion, consideration and possible action on request by Darrell Bryan to release lien No. L-12-783 in the amount of \$175.00 for property located at 528 N. Union.

Justin Erickson, Community Development Director, reported on the property at 528 N. Union. Mr. Darrell Bryan addressed the Commission regarding the mowing and debris removal lien.

A motion was made by Commissioner Winterringer, seconded by Commissioner Stephens, to release the lien on the property at 528 N. Union with no fees to be paid. Motion carried 5-2.

AYE: Winterringer, Stephens, Agee, Harrod, Smith

NAY: Mainord, Hall

AGENDA ITEM NO. 9:

Presentation by Mike Jackson, Operations Manager, Heart of Oklahoma Exposition Center, on capital improvement budget request for the Shawnee Civic and Cultural Development Authority.

Mike Jackson, Operations Manager, Heart of Oklahoma Exposition Center, gave a report on how the capital budgeted from the City last year had been spent and how the capital funds requested for this new budget would be spent.

Cindy Sementelli advised the \$100,000 was already included in the new budget.

AGENDA ITEM NO. 10:

Discussion, consideration and possible action on Community Service Contract Review Committee Recommendations for contract with Chamber of Commerce regarding Convention and Visitors Bureau.

Mayor Mainord advised the Community Service Contract Review Committee had met regarding the Contract with the Chamber of Commerce for operation of the Convention and Visitor Bureau. The only item they are waiting

for is a completed audit of financial statements from the CVB. He does not expect any issues with the audit except the Chamber has had difficulty find an auditor. They now have contracted with a firm to complete the audit as soon as possible.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to renew the contract with the Chamber of Commerce for operation of the Convention and Visitor Bureau in sixty (60) day increments until the audit is complete. Motion carried 5-2.

AYE: Harrod, Hall, Agee, Mainord, Winterringer

NAY: Smith, Stephens

AGENDA ITEM NO. 11: Public hearing and presentation of the budget for FY 2013-2014 for the City of Shawnee.

Mayor Mainord declared a public hearing open regarding the budget for FY 2013-2014 for the City of Shawnee.

City Manager Brian McDougal gave an overview of the previously presented budget for FY 2013-2014. City Treasurer Cindy Sementelli explained some areas and offered to answer questions from the Commission.

No one came forward to offer public comments or additional questions. The Mayor closed the public hearing.

AGENDA ITEM NO. 12: Acknowledge Sales Tax Report received May 2013.

Finance Director Cindy Sementelli reported Sales Tax Receipts were down \$140,049 this month or 9.64% compared to last year actuals. For the fiscal year we are up \$443,098 or 2.91%, but this is due to the sale of the hospital. At this time, we are still making the 2.5% increase that we had projected.

AGENDA ITEM NO. 13: Presentation, discussion and consideration of Pension Choice for employees.

City Manager Brian McDougal made a recommendation that the employees be given an option on the retirement plan to allow them to choose to stay in the old plan with some changes or choose to move into the new hard freeze plan as presented at an earlier meeting.

Jodi Cox spoke about the option and explained there would be little difference in the cost to the city, depending on how many employees stayed in the old plan or chose to move to the new plan. Either way the City would eventually be out of the pension business and would be saving money now due to the changes in the option plan.

A motion was made by Commissioner Smith, seconded by Commissioner Winterringer, to accept the option of employee's choice to stay in a modified version of the old plan or move to the new plan as previously presented. Motion carried 6-1.

AYE: Smith, Winterringer, Stephens, Agee, Mainord, Hall
NAY: Harrod

AGENDA ITEM NO. 14:

Discussion, consideration and possible action to enter into joinder agreements with Oklahoma Municipal Retirement Fund to establish a Defined Contribution Plan in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan (CMO DH SI, CMO DH, DC) and joinder agreement with Oklahoma Municipal Retirement Fund to establish a Defined Benefit Plan in the form of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan (DB); and authorizing appropriate officials to execute such documents as may be necessary to complete the agreements. *Deferred from April 15, 2013*

A motion was made by Commissioner Smith, seconded by Commissioner Hall, to deny action entering into joinder agreements with Oklahoma Municipal Retirement Fund to establish changes in Defined Benefit Plan and Defined Contribution Plan. Motion carried 6-0

AYE: Smith, Hall, Winterringer, Stephens, Agee, Mainord
NAY: None
Vice Mayor Harrod out of the room when vote taken.

AGENDA ITEM NO. 15:

Discussion, consideration and possible action on an Ordinance adopting an Employee Retirement System, Defined Contribution plan for the position of Department Head or City Manager for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for employer and employee contributions; providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a committee and providing for powers, duties, and rights of committee; providing for payment of certain obligations; providing for duration and payment of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns and their agencies and instrumentalities for purposes of administration, management, and investment as part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for non-alienation of benefits and loss of benefits for cause; adopting those amendments mandated by the International Revenue Code; providing for repealer and severability; and declaring an emergency. (CMO DH SI) *Deferred from April 15, 2013*

No action taken.

AGENDA ITEM NO. 16:

Discussion, consideration and possible action on a ordinance amending the employee retirement system, defined contribution plan for the position of department head or city manager for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; pertaining to definition of compensation; providing for repealer and severability; and declaring an emergency. (CMO DH) *Deferred from April 15, 2013*

No action taken

AGENDA ITEM NO. 17:

Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined benefit plan for City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of City of Shawnee, Oklahoma; pertaining to definition of employee; pertaining to eligibility; pertaining to service buyback; providing for cessation of benefit accruals; providing for repealer and severability; and declaring an emergency. (DB) *Deferred from April 15, 2013*

No action taken

AGENDA ITEM NO. 18:

Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined contribution plan for the City of Shawnee, Oklahoma; providing retirement benefits

for eligible employees of the City of Shawnee, Oklahoma; pertaining to the definition of compensation; pertaining to plan design; pertaining to allocation of forfeitures; providing for repealer and severability; and declaring an emergency. (DC) *Deferred from April 15, 2013*

No action taken

AGENDA ITEM NO. 19:

Consider Bids:

- a. FY 11-12 Rehab Asphalt Street Project – ReBid
Contract No. COS-PW-12-06 (Award)

Assistant City Engineer Michael Ludi announced that five bids were received and after review and consideration it was staff's recommendation to award the bid to Haskell-Lemon Construction Company of Oklahoma City, Oklahoma in the total amount of \$745,711.00.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Winterringer, to accept staff's recommendation and award the bid to Haskell-Lemon Construction Company in the total amount of \$745,711.00. Motion carried 7-0.

AYE: Harrod, Winterringer, Smith, Stephens, Agee, Mainord, Hall
NAY: None

AGENDA ITEM NO. 20:

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. 21:

Administrative Reports

Don Lynch, Emergency Management Director, reported on debris removal from the tornado. Volunteers will be handing out fact sheets door-to-door in the

affected areas regarding what to do with debris. Any that need help getting the trees and limbs to an area for pickup can call and be matched up with someone or some group that has volunteered to help. We hope to have the debris removed within the first 30 days. ODOT is still working crews in the Shawnee Twin Lake area as well as around Pottawatomie County with equipment and people. Any one that has any damage from the storm needs to register with FEMA and get assigned a number in case there is a need in the future.

The AVENDIS Foundation has authorized matching donations up to the first \$100,000 donated to the Pottawatomie County United Way in care of Finley and Cook.

Commissioner Agee inquired about debris in a creek feeding into the Shawnee Twin Lake. This debris could block the creek or cause some type of contamination. Mr. Lynch advised that removing debris from the creek is part of the plan.

Fire Chief David Short advised burn permits will be issued with no fee and can be delivered to individuals if they cannot come into the office to pick up the permit. He stated he could send some type of handout about the burning with the door-to-door information regarding the debris.

Commissioner Smith inquired about grant money for public storm shelters. Don Lynch advised there is not any available at this time but may be something available later.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE MUNICIPAL AUTHORITY AND SHAWNEE
AIRPORT AUTHORITY (9:07 p.m.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (9:21p.m.)

<u>AGENDA ITEM NO. 22:</u>	Consider an Executive Session to discuss Collective Bargaining with the IUPA, Local No. 3, for FY 2013-2014 as authorized by 25 O.S. §307(B)(2).
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A motion was made by Vice Mayor Harrod, seconded by Commissioner Winterringer, to enter into Executive Session to discuss Collective Bargaining with the IUPA, Local No. 3, for FY 2013-2014 as authorized by 25 O.S. §307(B)(2). Motion carried 7-0.

AYE: Harrod, Winterringer, Smith, Stephens, Agee, Mainord, Hall

NAY: None

AGENDA ITEM NO. 23:

Consider an Executive Session to discuss Collective Bargaining with the IAFF, Local No. 206, for FY 2013-2014 as authorized by 25 O.S. §307(B)(2).

A motion was made by Vice Mayor Harrod, seconded by Commissioner Smith, to enter into Executive Session to discuss Collective Bargaining with the IAFF, Local No. 206, for FY 2013-2014 as authorized by 25 O.S. §307(B)(2). Motion carried 7-0.

AYE: Harrod, Smith, Stephens, Agee, Mainord, Hall, Winterringer

NAY: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 9:23 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 9:52 P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 24:

Consider matters discussed in Executive Session regarding Collective Bargaining with the IUPA, Local No. 3, for FY 2013-2014 as authorized by 25 O.S. §307(B)(2).

No action taken

AGENDA ITEM NO. 25:

Consider matters discussed in Executive Session regarding Collective Bargaining with the IAFF, Local No. 206, for FY 2013-2014 as authorized by 25 O.S. §307(B)(2).

No action taken

AGENDA ITEM NO. 26:

Adjournment

There being no further business to come before the meeting, a motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, that the meeting be adjourned. Motion carried 7-0. (9:55 p.m.)

AYE:

NAY: None

WES MAINORD, MAYOR

ATTEST:

DONNA MAYO, DEPUTY CITY CLERK

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
EMERGENCY CALLED SESSION
MAY 23, 2013

The Board of City Commissioners met in an Emergency Called Session at the Shawnee Commission Chambers at Shawnee City Hall, 16 W. 9th, Shawnee, Oklahoma, Wednesday, May 23, 2013 at 12:00 noon, pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord
Chairman

<u>Commissioner Ward 1</u>	<u>Linda Agee</u>
	Commissioner Ward 2
<u>James Harrod</u>	
Commissioner Ward 3-Vice Mayor	Commissioner Ward 4
<u>John Winterringer</u>	
Commissioner Ward 5	Commissioner Ward 6

Absent: Stephens, Hall, Smith

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

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

TO THE CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA:

You and each of you are hereby notified that by virtue of a call issued by me on this 22nd day of May, 2013, an Emergency Called Session will be held of the Board of Commissioners in the Shawnee Commission Chambers, 16 W. 9th, Shawnee, Oklahoma at 12:00 noon on May 23, 2013, and you are hereby notified to be present at said meeting.

The purpose of said meeting will be discussion, consideration and possible action on a resolution to access FEMA/Corps of Engineer emergency debris removal contract through Oklahoma Department of Emergency Management and discussion, consideration and possible action on a resolution authorizing city manager to declare items surplus and dispose of same.

(SEAL)

ATTEST:

s/s Donna Mayo
DONNA MAYO
DEPUTY CITY CLERK

s/s Brian McDougal
BRIAN MCDOUGAL
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 22nd day of May, 2013 at 3:30 o'clock p.m., and executed the same by delivering a true and correct copy thereof to each of the Commissioners of the City of Shawnee, Oklahoma as follows:

I delivered a true and correct copy to Mayor Wes Mainord
via e-mail at 4:31 o'clock p.m. on May 22, 2013

I delivered a true and correct copy to Commissioner Linda Agee
via e-mail at 4:31 o'clock p.m. on May 22, 2013

I delivered a true and correct copy to Commissioner John Winterringer
via e-mail at 4:31 o'clock p.m. on May 22, 2013 but no response was received

I delivered a true and correct copy to Commissioner Steve Smith
via e-mail at 4:31 o'clock p.m. on May 22, 2013

I delivered a true and correct copy to Commissioner James Harrod
via e-mail at 4:31 o'clock p.m. on May 22, 2013

I delivered a true and correct copy to Commissioner Pam Stephens

via e-mail at 4:31 o'clock p.m. on May 22, 2013 but no response was received

I delivered a true and correct copy to Commissioner Keith Hall

via e-mail at 4:31 o'clock p.m. on May 22, 2013

s/s Donna Mayo

Deputy City Clerk

CALL FOR EMERGENCY SESSION OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 23RD DAY OF MAY, 2013 AT 12:00 NOON AT THE SHAWNEE COMMISSION CHAMBERS, 16 W. NINTH, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE DISCUSSION, CONSIDERATION AND POSSIBLE ACTION ON A RESOLUTION TO ACCESS FEMA/CORPS OF ENGINEER EMERGENCY DEBRIS REMOVAL CONTRACT THROUGH OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND DISCUSSION, CONSIDERATION AND POSSIBLE ACTION ON A RESOLUTION AUTHORIZING CITY MANAGER TO DECLARE ITEMS SURPLUS AND DISPOSE OF SAME.

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY SECTION 4, ARTICLE IV OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, A SPECIAL SESSION OF THE BOARD OF CITY COMMISSIONERS, ARE HEREBY CALLED TO MEET AT THE CITY COMMISSION CHAMBERS, 16 W. 9TH, SHAWNEE, OKLAHOMA AT 12:00 NOON ON MAY 23, 2013, FOR DISCUSSION, CONSIDERATION AND POSSIBLE ACTION ON A RESOLUTION TO ACCESS FEMA/CORPS OF ENGINEER EMERGENCY DEBRIS REMOVAL CONTRACT THROUGH OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND DISCUSSION, CONSIDERATION AND POSSIBLE ACTION ON A RESOLUTION AUTHORIZING CITY MANAGER TO DECLARE ITEMS SURPLUS AND DISPOSE OF SAME.

Witness my hand this 22nd day of May, 2013.

s/s Brian McDougal
BRIAN MCDOUGAL
CITY MANAGER

(SEAL)

ATTEST:

s/s Donna Mayo
DONNA MAYO, DEPUTY CITY CLERK

CALL TO ORDER:
DECLARATION OF A QUORUM

Roll was called with four Commissioners present and a quorum was declared.

AGENDA ITEM NO. 1:

Discussion, consideration and possible action on a Resolution to Access FEMA/Corps of Engineer Emergency Debris Removal Contract through Oklahoma Department of Emergency Management.

City Manager Brian McDougal and Emergency Management Director Don Lynch reported that this agenda item was added when there was a possibility we would be able to access a FEMA/Corp of Engineers contract to assist with debris removal. Since this debris removal is a high priority, we needed to act quickly. There has been some issue with the State Emergency Management Office and the Federal contract, so that possibility is not available at this time.

Oklahoma Department of Transportation has offered another option. Director Michael Patterson reported ODOT has vehicles and manpower available to start on removal of storm debris immediately. They had gathered to assist in Moore, Oklahoma, but utilities were still an issue there. Since we were a full 24 hours ahead of Moore on the storm arrival and utility clearance, the ODOT crews can start here now.

There will be a joint meeting with City and County officials this afternoon to coordinate efforts of debris removal. The City Manager will determine where the removal will start after the meeting later today.

Fire Chief David Short reported on the burning of debris from the storm. He advised a burning permit will still be required but there will be no fee for this permit to burn storm debris. The requirement for burning must follow the set guidelines. Department of Environmental Quality requires only tree limbs or trees be burned. No building debris burning will be allowed. Don Lynch advised there is a Fact Sheet from DEQ available for information on burning household products.

AGENDA ITEM NO. 2:

Discussion, consideration and possible on a Resolution authorizing City Manager to declare items surplus and dispose of same.

James Bryce, Operations Manager and Parks Director, reported on damages at Shawnee Twin Lakes. There was extensive damage to docks, fishing structures and ramps. The maintenance building was totally destroyed and is gone. A boat, motor and trailer as well as other equipment is either destroyed or damaged. Mr. Bryce has met with the insurance claims adjuster and received permission to get rid of items that have no value other than scrap metal.

City Attorney Mary Ann Karns has presented a resolution declaring certain items surplus and language allowing for additional items to be disposed of as scrap when warranted.

Resolution No. 6447 was introduced.

A RESOLUTION DECLARING CERTAIN ITEMS
SURPLUS, WAIVING POLICIES AND
ORDINANCES RELATING TO DISPOSAL OF CITY
PROPERTY AND AUTHORIZING THE CITY
MANAGER TO DISPOSE OF SUCH ITEMS.

A motion was made by Vice-Mayor Harrod, seconded by Commissioner Agee, to approve a resolution authorizing City Manager to declare items surplus and dispose of same. Motion carried 4-0.

AYE: Harrod, Agee, Mainord, Winterringer

NAY: None

Resolution No. 6447 was adopted by the City Commission.

AGENDA ITEM NO. 2:

ADJOURNMENT

There being no further business to come before the meeting, the meeting was adjourned by the power of the Chair. (12:30 p.m.)

WES MAINORD,
MAYOR

ATTEST:

DONNA MAYO
DEPUTY CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 06/03/2013

Board/Committee Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Shawnee Civic and Cultural Development Authority minutes from April 18, 2013
- Shawnee Urban Renewal Authority minutes from April 2, 2013

Attachments

SCCDA

SURA

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
APRIL 18, 2013
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR MEETING THURSDAY, APRIL 18, 2013 AT 12:45 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 4/15/2013 AT 2:45PM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:30 PM BY MR. KARL KOZEL, CHAIRMAN.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. KARL KOZEL
MR. CARL PACKWOOD
MR. DAVID HARMON
MR. BRIAN MCDUGAL

TRUSTEES ABSENT: MR. JIM LOWE (COMING OFF BOARD)
MR. RANDY GILBERT
MR. CASEY BELL

ALSO IN ATTENDANCE: MICHAEL JACKSON, OPERATIONS MANAGER; MIKE CLOVER, STUART & CLOVER, AND MICHAEL MCCORMICK OF THE SHAWNEE NEWS STAR.

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. KARL KOZEL, DECLARED A QUORUM.

AGENDA ITEM NO.4

APPROVAL OF MINUTES MARCH 2013.

THE MOTION MADE BY TRUSTEE PACKWOOD, SECONDED BY TRUSTEE HARMON TO APPROVE THE MINUTES FROM MARCH 2013 MTG. MOTION CARRIED.

AYE: PACKWOOD, HARMON, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.6

APPROVAL OF MONTHLY FINANCIAL REPORT.

THE MOTION MADE BY TRUSTEE PACKWOOD, SECONDED BY TRUSTEE MCDUGAL TO APPROVE THE MONTHLY FINANCIAL REPORT. MOTION CARRIED.

AYE: PACKWOOD, HARMON, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.7

APPROVAL OF GENERAL CLAIMS.

THE MOTION MADE BY TRUSTEE PACKWOOD, SECONDED BY TRUSTEE HARMON TO APPROVE THE GENERAL CLAIMS. MOTION CARRIED.

AYE: PACKWOOD, HARMON, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

General Claims

A.	Locke Supply	Grounds Maintenance	\$102.86
B.	Oklahoma Natural Gas	Monthly Utilities	\$741.70
C.	Oklahoma Gas & Electric	Monthly Utilities	\$13,364.88
D.	Pitney Bowes	Postage Meter	\$153.00
E.	Constellation Energy	Monthly Utilities	\$2,720.07
F.	Integrated Network Solutions	Computer Maintenance	\$665.00
G.	Oklahoma Natural Gas	Monthly Utilities	\$1,333.19
H.	Bankers Credit Card Services	Monthly Payments	\$231.11
I.	Arvest Bank	Monthly Utilities	\$502.69
J.	Claims Management Resources	Electric Line Repair	\$4,181.78
K.	AT&T Mobility	Monthly Utilities	\$52.03
L.	Vision Bank	Loan Payments	\$1,031.02
M.	Bradford Supply	Bldg & Grounds Maintenance	\$536.87
N.	Express Personnel	Temp Services	\$354.24
O.	Back 40 Designs	Web Hosting	\$50.00
P.	Preferred Material Handling	Equipment Maintenance	\$987.10
Q.	Clememce Tire LLC	Equipment Maintenance	\$542.89
R.	OK Tax Commission	Sales Tax	\$1,275.47
S.	City of Shawnee	Surcharge	\$780.00
T.	Stuart, Clover, Duran, Thomas	Legal Services	\$250.00
U.	Back 40 Designs	Web Hosting	\$50.00
V.	Finley & Cook	Accounting Services	\$405.50
W.	Titan Security	Security Money	\$210.00
X.	John Deere Financial	Supplies	\$103.96
Y.	Allegiance Communications	Internet Services	\$127.50
Z.	Armstrong Pest Control	Bldg & Grounds Maintenance	\$125.00
AA.	City of Shawnee	Monthly Utilities	\$825.38

General Claims cont.

BB.	Frontier Country Marketing	Supplies	\$75.00
CC	.DEMCO	Supplies	\$250.00
DD.	Pott County JR Livestock Show	Premium Sale	\$600.00
EE.	Shawnee Office Systems	Equipment Maintenance	\$75.74
DD.	Cutting Edge Lawns	Grounds Maintenance	\$1,470.00
FF.	Shawnee Milling Co.	Ground Maintenance	\$299.00
GG.	NAPA	Equipment Maintenance	\$157.49
HH.	Hunzicker Brothers	Bldg & Grounds Maintenance	\$83.37
II.	Fuelman	Monthly Fuel	\$80.68
JJ.	Bobcat of OKC	Equipment Maintenance	\$76.98
KK.	AT&T	Monthly Utilities	\$2,049.34
LL.	Cintas	Uniforms	\$342.62

Add On's

General Claims:

A.	Buford Whites	Bldg & Grounds Maintenance	\$1,379.54
B.	Sparks Heat & Air	Equipment Maintenance	\$113.30
C.	AT&T	Monthly Utilities	\$2,049.34

AGENDA ITEM NO. 8

APPROVAL OF SPECIAL EVENT CLAIMS

THE MOTION MADE BY TRUSTEE PACKWOOD, SECONDED BY TRUSTEE HARMON THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: PACKWOOD, HARMON, MCDUGAL, KOZEL

NAY: NONE

ABSTAIN:

Special Events
IFYR 2013 Claims

A.	Western Sports Publishing	\$1,974.50
B.	Competitor News	\$1,800.00
C.	Oklahoma Tax Commission	\$50.00
D.	Equine Network	\$1,000.00

Special Claims cont

E.	Celebrations Entertainment	\$100.00
F.	Western Sports Publishing	\$1,150.00
G.	Cowboy Times Magazine	\$600.00
H.	Lee Woodside	\$120.00
I.	Gist Silversmiths	\$4,543.25
J.	Future Stars Calf Roping	\$1,000.00
K.	Michael McCormick	\$300.00

AGENDA ITEM NO.9

APPROVAL OF SHAVINGS CLAIMS

THE MOTION MADE BY TRUSTEE PACKWOOD, SECONDED BY TRUSTEE HARMON THAT THE SHAVINGS CLAIMS BE APPROVED. MOTION CARRIED.

AYE: PACKWOOD, HARMON, MCDUGAL, KOZEL

NAY: NONE

ABSTAIN:

Shavings Claims:

A.	Xylo of OK	\$3,780.00
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AGENDA ITEM NO.10

IFYR UPDATE

AGENDA ITEM NO.20

ADJOURNMENT

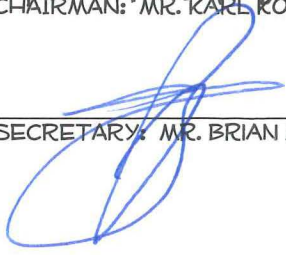
THE MOTION MADE BY TRUSTEE HARMON, SECONDED BY TRUSTEE PACKWOOD TO ADJOURN MEETING. MOTION CARRIED.

AYE: PACKWOOD, HARMON, MCDUGAL, KOZEL

NAY: NONE

ABSTAIN: NONE


CHAIRMAN: MR. KARL KOZEL


SECRETARY: MR. BRIAN MCDUGAL

SHAWNEE URBAN RENEWAL AUTHORITY

MINUTES OF APRIL 2, 2013

The Board of Commissioners of the **Shawnee Urban Renewal Authority** met for a regular meeting Tuesday, April 2, 2013 at 9:00 a.m. in the 4th Floor Conference Room, Masonic Building, 23 E. 9th, Room 440, Shawnee, Oklahoma.

Chairman Stephen Rice called the meeting to order at 9:02 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

	Chairman	Stephen Rice
	Commissioner	Monte Cockings
	Commissioner	Patty L. Nida
Absent:	Commissioner	Tiffany Barrett
	Commissioner	Ron Henderson

Also present:

Mike Wolf, Program Manager, SURA

Carla Clemons, Planning Assistant, SURA

Elaine Shrum, Administrative Specialist, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of February 5, 2013 was made by **Commissioner Nida** seconded by **Commissioner Cockings**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, and Nida

VOTING NO: None

AGENDA ITEM NO. 4
APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 25,147.10 was made by **Commissioner Cockings**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, and Nida
VOTING NO: None

AGENDA ITEM NO. 5
REQUEST FOR ASSISTANCE:

Mike Wolf, Program Manager reported on the following request:

- a) Emergency Assistance: Paula Epperson, 5 Hardesty Dr.

Ms. Epperson is 47 years old and has lived in her home for 19 years. She lives alone, receives disability and is income qualified. The home needs a new hot water tank and a new sewer line.

A motion to approve the request for assistance was made by **Commissioner Cockings**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, and Nida
VOTING NO: None

AGENDA ITEM NO. 6
REQUEST FOR APPROVAL:

- a) Rehab and Sell 1630 N. Park

Mike Wolf, Program Manager reported that one of SURA's Transitional Housing Properties at 1630 N. Park is vacant now. We would like to rehab and sell the property to a first time home buyer to get program income funds coming in.

A motion to approve the request was made by **Commissioner Cockings**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings and Nida
VOTING NO: None

b) Raise Income Limits for Emergency Assistance

Mike Wolf, Program Manager requested the Board to approve new higher income limits for Emergency Assistance applicants according to the proposed chart in the packet.

A motion to approve the request was made by **Commissioner Cockings**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings and Nida
VOTING NO: None

AGENDA ITEM NO. 7
DISCUSS:

420 S. Lincoln

Mike Wolf, Program Manager reported that the original homeowner of 420 S. Lincoln died and left the house to her daughter. The daughter has now died and the family is giving the home back to SURA. We would like to rehab the house and sell it to a first time home buyer. Another daughter has applied to purchase this home.

AGENDA ITEM NO. 8
UPDATE ON INHOUSE BID OPENINGS:

a) Home Repair: Gary Whited, 546 N. Kickapoo
Cost Estimate: \$ 18,500.00

<u>Contractor</u>	<u>Amount</u>
LG Const.	\$12,735.00
Kingworks	\$ 9,975.00
Statewide	\$ 9,389.00

The bid was awarded to Statewide Roofing.

b) Emergency Assistance: Paula Epperson, 5 Hardesty Dr.
Cost Estimate: \$ 5,500.00

<u>Contractor</u>	<u>Amount</u>
SE Plumbing	\$ 7,150.00
Hawk Mech.	\$ 3,200.00

The bid was awarded to Hawk Mechanical.

**AGENDA ITEM NO. 9
OLD BUSINESS:**

There was no old business.

**AGENDA ITEM NO. 10
NEW BUSINESS:**

There was no new business.

**AGENDA ITEM NO. 11
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:22 a.m. was made by **Commissioner Cockings**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, and Nida
VOTING NO: None


Secretary, Patty L. Nida


Chairman, Stephen Rice

Regular Board of Commissioners

2. d.

Meeting Date: 06/03/2013

Renewal of Annual Agreements

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve renewal of the following agreements for FY 2013-2014:

1. Independent School District No. 93 for maintenance of tennis courts.
2. Pottawatomie County District Court to establish, develop and implement programs for juvenile misdemeanor offenders.
3. Gordon Cooper Technology Center District No. 5 to provide repaving and repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC.
4. Agreement with Youth and Family Resource Center, Inc. (Hope House) for Juvenile Services.
5. Agreement to provide police officers for Shawnee High School and Middle School.
6. Fingerprint Service for Housing Authority.
7. Governmental Services contract with the Shawnee Civic and Cultural Development Authority.
8. Animal shelter facility agreement with Town of McLoud.
9. Pottawatomie County Public Safety Center Jail Services Agreement.
10. Project H.E.A.R.T., Inc. for providing meals to elderly persons.
11. Renewal and upgrade of service agreement with Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma for Enhanced 9-1-1 Service
12. Contract with Blackboard Connect

Attachments

Tennis Courts

County District Juvenile

GCTC

Hope House

School Police Officer

Housing Auth Fingerprinting

SCCDA

Animal Shelter McLoud

Jail Trust

Project HEART

Enhanced 9 1 1

Blackboard Connect

AGREEMENT

This Agreement made and entered into this 1ST day of July, 2013, by and between the City of Shawnee, Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the “City”, and the Independent School District 93 of Pottawatomie County, State of Oklahoma, hereinafter referred to as “School”.

WITNESSETH:

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

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

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

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

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

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

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

1. The City and the School agree that each of the parties may do work on one another’s tennis courts, including maintaining the tennis courts and tennis facilities and other public improvements to save time and money and make the most efficient use of equipment and personnel.

2. The parties further agree that they may build, maintain and improve the tennis facilities upon the land of the other. Each of the parties agrees to assume liability for its own negligence and the parties further agree that the party lending such equipment assumes liability for defective equipment.
3. Each of the parties assumes Worker's Compensation Liability for its employees.
4. The parties agree that all lending or spending of money of the others funds will be in strict adherence of the City Charter, City Ordinance, and the state laws pertaining to school districts.
5. The duration of this Agreement shall be in effect for one year from July 1, 2013 to June 30, 2014. Thereafter, this agreement may be renewed for successive one-year periods corresponding with the City's fiscal year July 1 to June 30. This agreement shall renew itself automatically on June 30 of each year unless either the School or the City wishes to terminate said agreement. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1 of the fiscal year preceding termination.
6. The parties further agree that this Agreement may be canceled by either party, upon giving written notice to the other party thirty (30) days in advance of the date of termination.
7. This Agreement shall be administered by the City Manager of the City and the Superintendent of Independent School District No. 93. If there is any dispute over any terms of this agreement, the City Manager and School Superintendent will work together to reach a mutually acceptable resolution of the dispute. Should the City Manager and the Superintendent be unable to reach an acceptable resolution, the parties' respective governing bodies will work together to resolve the problem.

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

THE CITY OF SHAWNEE, OKLAHOMA

BRIAN MCDUGAL
CITY MANAGER

(SEAL)

ATTEST:

PHYLLIS LOFTIS
CITY CLERK

INDEPENDENT SCHOOL DISTRICT 93
POTTAWATOMIE COUNTY, OKLAHOMA

PRESIDENT

(SEAL)

ATTEST:

SECRETARY

AGREEMENT FOR THE CITY OF SHAWNEE MUNICIPAL COURT JURISDICTION CONCERNING JUVENILES

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

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

DURATION:

This agreement shall be in effect one year from July 1, 2013 through June 30, 2014. Thereafter, this agreement may be renewed for successive one-year periods corresponding with the City's fiscal year of July 1st to June 30th. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1st of the fiscal year preceding termination.

OBLIGATIONS OF THE CITY:

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

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

STATUS VARIOUS EMPLOYEES:

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

In the event the parties need to discuss specific problems, or in the event any notice required under this contract needs to be served, the City may be contacted through the Office of the Assistant City Attorney, City of Shawnee, P.O. Box 1448, Shawnee, Oklahoma, 74802-1448, (405) 878-1621.

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

JOHN CANAVAN
JUDGE OF THE DISTRICT COURT

PASSED AND APPROVED by the Mayor and Commission of the City of Shawnee, Oklahoma, this ____ day of _____, 2013.

BRIAN MCDOUGAL
CITY MANAGER

ATTEST:

PHYLLIS LOFTIS
CITYCLERK

.

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2013 by and between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and Gordon Cooper Technology Center District No. 5, hereinafter referred to as "GCTC".

WITNESSETH:

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

TERM: The term of this agreement shall be for a period of one (1) year commencing on the 1st day of July, 2013 and ending on the 30th day of June, 2014, and this agreement may be renewed for additional successive periods of one (1) year commencing upon the expiration of the original term hereof upon the consent of both parties; provided that any such renewal shall be in accordance with then established federal, state and local laws and regulations.

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

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

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

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

CITY OF SHAWNEE, Shawnee, Oklahoma

By: _____
BRIAN MCDOUGAL, CITY MANAGER

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

GORDON COOPER TECHNOLOGY CENTER
DISTRICT NO. 5

By: _____
SUPERINTENDENT

AGREEMENT FOR JUVENILE SERVICES

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

Hope House will:

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

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

In exchange for these services, the City will:

- (1) Refer juvenile offenders and/or their families to Hope House for counseling and/or community service;
- (2) Give to Hope House each month, thirty-five percent (35%) of all fines and administrative fees, exclusive of court costs, collected from each juvenile offender that is referred to Hope House by the Court, except when the Court orders that a juvenile offender is not obligated to pay a fine or costs due to indigence; and

- (3) Share all police records, as allowed by law, with Hope House that may assist Hope House in making an accurate and proper evaluation of the juvenile.
- (4) Pay to Hope House Ten Dollars (\$10.00) per hour for the supervision of each arrested juvenile.

This agreement shall go into effect on the 1st day of July, 2013 and shall expire on June 30, 2014. 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 _____, 2013.

CITY OF SHAWNEE

BY: _____
BRIAN MCDOUGAL, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

YOUTH AND FAMILY RESOURCE
CENTER, INC.

BY: _____
DIRECTOR
EXECUTIVE DIRECTOR

AGREEMENT

This agreement made and entered into this 1st day of July, 2013, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District No. 93 of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

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

TERM: The term of this agreement shall be from the 1st day of July, 2013 through the 30th day of June, 2014. This agreement shall be for the period of one (1) year.

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

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

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

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

CONSIDERATION: In consideration for this agreement, District agrees to pay to City \$72615.00 to cover the salary, uniform allowance and weapons allowance of the police officers. This consideration to remain unchanged regardless of the actual salary or allowances paid to the officers. City shall be responsible for providing the patrol car and any other necessary equipment required by the officers for the performance of their duties.

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

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

WITNESS OUR HANDS the day and year first above written.

CITY OF SHAWNEE, SHAWNEE, OKLAHOMA

BRIAN MCDUGAL, CITY MANAGER

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

PRESIDENT OF BOARD OF EDUCATION

(SEAL)

ATTEST:

CLERK OF BOARD OF EDUCATION

AGREEMENT FOR FINGERPRINTING SERVICES

Beginning April 1, 2012, the City of Shawnee Police Department will provide fingerprinting services for the The Housing Authority of the City of Shawnee in the following manner:

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

The monthly fee in the amount of \$150.00 will be due and payable on or before the 25th of each month beginning July 25, 2013. If number of individuals fingerprinted exceeds the total of 15 (fifteen) \$12.00 (twelve) per individual will be added to invoice.

This agreement will be in force beginning July 1, 2013 thru June 30, 2014. Either party may dissolve this agreement for any reason after providing a 30 day written notice.

REQUIREMENTS

Fingerprinting services will be provided each week on Tuesday's and Thursday's from 10 a.m. to 3 p.m. The Housing Authority is required to inform applicants of these times.

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

Housing Authority authorized signature

Date

Shawnee Police Department

Date

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

BRIAN MCDOUGAL, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

GOVERNMENTAL SERVICES CONTRACT

This Agreement made pursuant to 74 O.S. § 1008 (2001) and entered into this ____ day of June, 2013, 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 its date of execution through the 30th day of June, 2014. 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 allow up to ten (10) of its employees to be used full-time by the SCCDA. 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 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. All structures affiliated with the Expo Center will be insured by the SCCDA in amounts to be determined by the SCCDA.

6. The City will make an annual contribution to the SCCDA in an amount to be determined by the City during its budget process. This contribution will be paid in monthly installments to commence on July 1st of each year. The annual contribution will be used to pay City employees' salaries and benefits working for the SCCDA with the balance of the funds to be expended in the sole discretion of the SCCDA. 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:

Brian McDougal, Shawnee City Manager
P. O. Box 1448
Shawnee, OK 74802-1448

Karl Kozel, Chairman
Heart of Oklahoma Exposition Center
1700 West Independence
Shawnee, OK 74801

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

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

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

THE CITY OF SHAWNEE, OKLAHOMA

BY: _____
BRIAN MCDOUGAL, City Manager

ATTEST:

PHYLLIS LOFTIS, CMC, City Clerk
(SEAL)

SHAWNEE CIVIC AND CULTURAL
DEVELOPMENT AUTHORITY

BY: _____
KARL KOZEL, Chairman

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2013, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the “City”, and the Town of McLoud, Oklahoma, hereinafter referred to as “McLoud”.

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

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

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

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

1. The City will furnish and staff an animal shelter facility on site provided by the City.
2. The City agrees that it shall accept at its animal facility and give receipt for, all animals collected by McLoud and delivered to it by McLoud or those working under McLoud’s direction. The hours of operation for acceptance are Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.
3. McLoud agrees that all activities relating to veterinary medicine and veterinary care are given to animals in the custody of the City shall be performed by or at the direction of a licensed doctor of veterinary medicine (DVM), in compliance with the Veterinary Practice Act of the State of Oklahoma with the understanding that McLoud shall be responsible for all charges for veterinary care.
4. The City agrees that for purpose of this Agreement the City will maintain office hours for reclamation and adoption of animals from 10:00 a.m. to 5:00 p.m. Monday through Friday. Minor and/or seasonal changes in hours by the City can occur only following reasonable notification to McLoud.
5. The City agrees that it shall, upon payment by the owner of all applicable animal reclamation fees and cost, release any animal in its custody to the owner thereof or his authorized representative subject to the following:

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

- (d) Twenty dollars (\$20.00) per animal for incineration or disposal of dead animals.
 - (e) Ten Dollars (\$10.00) per day for feed and care of livestock.
- 10. McLoud shall purchase and supply to the City all animal entry forms or other required forms for animals.
- 11. The City shall collect and retain all reclamation/adoption and disposal fees and shall keep proper financial records to account for the same.
- 12. McLoud may have full information as to method, mean and manner of the operation, maintenance and management of the animal shelter during the terms of this Agreement, including inspection by appointment.
- 13. In the event the City is required to keep and maintain the animals delivered by McLoud in excess of the periods set out in paragraph 6 hereof, because of requirements of health officials, law enforcement requirements. McLoud or Court Order, McLoud agrees to pay the City the sum of thirty dollars (\$30.00) per day for any day the animal is kept and maintained in excess of the requirements set out in paragraph 6.
- 14. The City shall keep full and accurate records of all animals brought into the animal shelter and record of their final disposition. It shall individually identify a record of each animal received. A current copy of the above record shall be open to inspection by McLoud. McLoud shall be required to make every reasonable effort to notify the known owners of any animal.
- 15. McLoud will provide the City with complete copies of McLoud's Animal Control Ordinances and keep and maintain the same current at all times.
- 16. McLoud, upon delivery of animals to the Animal Shelter, shall unload the animals and shall fill out the property entry forms deemed applicable by the City prior to acceptance of any animal by the animal shelter, and upon signing same shall authorize the conditions as set out above. McLoud shall have no responsibility in the handling of the animals after acceptance to the animal shelter operated by the City.
- 17. McLoud hereby agrees that any loss resulting from the performance of this Agreement shall be borne by McLoud and further, McLoud hereby agrees to indemnify and hold forever harmless the City and any of its officers or employees from any and all claims for damages of any kind or nature whatsoever, which may hereinafter be made against the City of any of its officers or employees on account of any personal injury, animal injury, property damages or other losses or damages.

18. It is hereby agreed that the City will not accept delivery of animals that are sick, injured, or unweaned dogs or cats. The City will accept from McLoud unweaned dogs and cats only with the nursing mother dog or cat also. However, under the requirements set out in paragraph 7, it will be the responsibility of McLoud to make proper arrangements to euthanize or adopt all unweaned dogs or cats.
19. On or about the 10th day of each month upon proper claim by the City to McLoud, McLoud shall pay all fees to which the City is entitled under this Agreement.
20. It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this Agreement if the violation is not corrected within thirty (30) days after written notice thereof to the offending party.
21. The terms of this Agreement shall be from the date of acceptance by the governing bodies of the City to the 30th day of June 2014. This Agreement may be renewed by the mutual consent of both parties, received in writing at least thirty (30) days in advance of the termination date hereof. Said renewal shall be for the upcoming fiscal year (July 1 through June 30). This Agreement may be renewed from year to year.
22. This Agreement may be terminated for any reason upon thirty (30) days written notice by either party.

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

CITY OF SHAWNEE, OKLAHOMA,
A municipal corporation

BRIAN MCDOUGAL, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

TOWN OF MCLOUD, OKLAHOMA

By: _____

ATTEST:

Title: _____

TOWN CLERK

POTTAWATOMIE COUNTY PUBLIC SAFETY CENTER
JAIL SERVICES AGREEMENT

This Jail Services Agreement made and entered into this _____ day of _____ 2013, by and between the Board of City Commissioners on behalf of the City of Shawnee, Oklahoma ("City of Shawnee") and the Pottawatomie County Public Safety Center ("PCPSC").

WITNESSETH:

WHEREAS, the PCPSC has a jail facility with sufficient capacity to aid the City of Shawnee, should the need occur, in housing its inmates and detainees; and

WHEREAS, Title 19 of the Oklahoma Statutes (1981), Sections 751 and 752 contemplate such agreements between cities and counties; and

WHEREAS, Title 74 of the Oklahoma Statutes (1981), Section 195, requires such contracts to be executed in accordance with the inter-local Cooperation Act and that the jail facility involved shall meet certain standards; and

WHEREAS, this Agreement is consistent with the provisions of Title 74 of the Oklahoma Statutes, Sections 1001 et seq., known as the inter-local Cooperation act; and

NOW, THEREFORE, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1) **TERM/RENEWAL:**

- (a) The term of the Agreement shall commence on the date of execution, and terminate on the 30th day of June 2014.
- (b) This Agreement may be renewed upon the same or different conditions between the Parties annually. No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval of the Board of City Commissioners on behalf of the City of Shawnee and the Executive Director of the PCPSC.

2) **CHANGE(S):**

Both Parties shall agree in writing to any terms that would cause an increase in the cost of any part of this agreement. Any effort undertaken by either party without such agreement, involving legal fees, shall be at their own expense.

3) **NO SEPARATE LEGAL ENTITY:**

No separate legal entity or organization shall be deemed created by virtue hereof.

4) **PURPOSE:**

The purpose of this Agreement is to provide for the incarceration of City of Shawnee inmates, under the custody of County officials; and to otherwise coordinate booking and detention functions.

5) **MANNER OF FINANCING:**

This Agreement shall be financed by the City Commissioners on behalf of the City of Shawnee under the applicable Statutes of the state of Oklahoma.

6) **TERMINATION/DISPOSITION OF PROPERTY:**

In the event of any termination of this agreement earlier than the 30th day of June 2014, "compensation" as set out below (paragraph 8) shall be based on the usage to the date of termination.

7) **OTHER MATTERS:**

The purpose of this Inter-Local Cooperation agreement shall be accomplished as anticipated and set out herein.

8) **COMPENSATION:**

As compensation for the services set out below, the City of Shawnee agrees to pay the PCPSC the sum of Forty-four Dollars (\$44.00) per day for each person incarcerated in said facility to be paid on a monthly basis. PCPSC agrees to prepare and submit statements no later than the 15th day of each month. Provided further all payments shall be made upon the timely submission of a claim form, approved by the Board of City Commissioners of Shawnee, to Statutory and Charter requirements. The City of Shawnee agrees to pay all invoiced amounts within thirty (30) days of receipt.

Any additional fees being sought for the housing of inmates shall be paid by the inmate and collected by the PCPSC.

The City of Shawnee will be charged one (1) day's compensation for an inmate booked into the jail at 8:00 p.m. or after and booked out prior to 12:00 midnight. If an inmate is booked in at 8:00 p.m. or after and remains incarcerated beyond 12:00 a.m., the first day's fee is waived.

In consideration of said payments, the PCPSC will operate and maintain a jail and shall assume responsibility for the incarceration therein consistent with applicable Statutes of the State of Oklahoma and the laws of the United States of America.

9) **SERVICES:**

In exchange for the compensation (paragraph 8), the PCPSC agrees to provide the following services:

- (a) The PCPSC hereby assumes all detention and incarceration functions, consistent with applicable laws, for every person delivered to their jail.
- (b) The PCPSC shall permit the law enforcement officers of the City of Shawnee and their agents, in the pursuance of official duties, as approved by the Executive Director and the Chief of Police of the City of Shawnee, to enter the jail at any and all hours for the purpose of conducting official business in the course of the investigative process.
- (c) The Executive Director of the PCPSC shall permit and encourage the Chief of Police of the City of Shawnee and all officers to tour and/or utilize the facility for training or familiarity purposes.
- (d) The City of Shawnee through the Police Department, Municipal Court and Municipal Prosecutor shall have full access to and rights to copies of all fingerprint records, mug shots, video/audio recording, booking records or any other information regarding inmates at no additional charge.

10) **TRANSPORTATION:**

The City of Shawnee shall be responsible for all transportation of inmates to and from the jail facility and PCPSC shall be responsible only from booking to release, including transportation to and from Court.

11) **TRANSITION:**

The PCPSC shall assume custody and control over City of Shawnee inmates as requested by the City of Shawnee, as set out below, pursuant to this Agreement on the 1st day of July 2013.

12) **MEDICAL CARE:**

The PCPSC agrees to accept and provide for the secure custody, care and safekeeping of City of Shawnee inmates in accordance with the State and local laws, standards, policies, procedures or court orders applicable to the operations of the facility.

PCPSC agrees to provide the City of Shawnee inmates with the same level of medical care and services provided other inmates including the transportation and security for inmates requiring removal from the facility for emergency medical services.

PCPSC and the City of Shawnee agree that in the event an arresting officer delivers an inmate to the jail and it is determined that said inmate requires immediate medical care, the City of Shawnee

shall be responsible for transporting the inmate to medical care while preserving the City of Shawnee's protection from medical expenses pursuant to 11 O.S. 14-113.

13) **SEVERABLE LIABILITY:**

This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.

Both Parties assume responsibility for their personnel, and will make all deductions for Social Security, withholding taxes, contributions for employment compensation funds and shall comply with all requirements of the Oklahoma Workers Compensation Act and the Oklahoma Governmental Tort Claims Act.

Both Parties herein, shall be exclusively liable for loss resulting from torts or the torts of their employees acting within the scope of their employment subject to the limitations and expectations specified in the Governmental Tort Claims act, 51 O.S. 1990 Supp. 151-171, therefore, neither Party shall be liable for the acts or omissions of the other Party.

14) **TERMINATION:**

- (a) This Agreement may be terminated by either Party for any reason, or for no reason, upon one hundred twenty (120) days written notice to the other party.
- (b) This agreement may be terminated by either Party for a cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

15) **NOTICES:**

All notices required under this agreement shall be in writing and shall be mailed to the following addresses:

If to the City of Shawnee: Board of City Commissioners
 16 W. 9th
 Shawnee, OK 74801

Russell Frantz
Chief of Police
16 W. 9th
Shawnee, OK 74801

If to PCPSC: Sid Stell, Executive Director
 Pottawatomie County Public Safety Center
 14209 HWY 177
 Shawnee, OK 74804

16) **FISCAL LIMITATIONS:**

The obligation of the Parties to pay out funds in support of this Agreement is specifically subject to the appropriation of sufficient funds for said purpose under the laws of the State of Oklahoma. In the event of failure to so appropriate, timely notice shall be given and this Agreement may be terminated by the other Party.

17) **NON-ASSIGNABLE:**

This Agreement shall be non-assignable, but shall be binding upon and shall adhere to the benefit of the Parties and their respective successors.

18) **SEVERABLE:**

The provisions of this Agreement shall be considered severable and, in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

19) **LAWS/REGULATIONS:**

This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of Title 74 Oklahoma Statutes, Section 192 et. Seq., pertaining to minimum standards for jails shall specifically apply.

20) **MULTIPLE COUNTERPARTS:**

This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original.

21) **SECURITY:**

City of Shawnee personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at PCPSC's premises. Information belonging to PCPSC will be safeguarded by the City of Shawnee to the same extent as each city/county safeguards their information of like kind relating to its own operation.

22) **COMPLETE AGREEMENT:**

This Agreement is the complete Agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties.

IN WITNESS WHEREOF, the Parties have approved this agreement and authorized the signatures below as of the dates there set out.

APPROVED by the Executive Director (or his Designee) of the Pottawatomie County Public Safety Center on this _____ day of _____ 2012.

Sid Stell, Executive Director

Designee/Witness

APPROVED by the Board of City Commissioners of Shawnee, Oklahoma this _____ day of _____ 2013.

BOARD OF CITY COMMISSIONERS OF
SHAWNEE, OKLAHOMA

Wes Mainord, Mayor

ATTEST:

Phyllis Loftis, CMC, City Clerk

APPROVED as to form and legality this _____ day of _____ 2013.

Mary Ann Karns, Legal Counsel for City of Shawnee

LEASE AGREEMENT

This Agreement is entered into this 1st day of July, 2013, by and between the City of Shawnee, Oklahoma, a municipal corporation acting by and through its City Manager, hereinafter "LESSOR", and PROJECT H.E.A.R.T., INC. hereinafter referred to as "LESSEE".

WITNESSETH:

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

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

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

THEREFORE, it is hereby agreed that the LESSOR hereby leases to the LESSEE the non-exclusive right to occupy certain designated spaces at the Shawnee Municipal Auditorium for the purpose of preparing and serving meals to elderly persons for the term commencing the 1st day of July, 2013 and ending the 30th day of June, 2014. LESSEE agrees to pay LESSOR Five Hundred Dollars (\$500.00) per month rent, due by the 10th day of each month. The LESSOR agrees to furnish electric, gas and water utility services to the LESSEE at such location. The LESSOR'S City Manager shall have the right to inspect and approve all appliances used by the LESSEE at the site. The LESSEE agrees that it will not waste any utility services. Waste of utility service found by the City Manager or other representatives of the LESSOR shall be ground for immediate termination of the Lease Agreement. Any changes in operations equipment or appliances shall be subject to the approval of the City Manager.

The LESSEE shall supervise and manage the food service operation and shall interview and hire persons as site manager, part-time outreach worker and custodians and supervise the persons in their duties concerning the program.

The LESSEE shall provide meals for elderly persons. The LESSEE shall conduct health education and health screening. The LESSEE and LESSOR shall coordinate outreach services and referral services. The LESSEE agrees to provide food services of 100 meals per day for elderly persons in the City of Shawnee. Such meals shall be noon meals, five days a week, 250 days a year, excluding eleven (11) holidays and weekends at both sites, the Shawnee Municipal Auditorium.

Personal property owned by the LESSEE shall remain the property of the LESSEE. However, the LESSOR shall have the right to use the LESSEE'S tables and

chairs when they are not in use by LESSEE. Said tables and chairs are not to leave the premises.

LESSEE agrees that space shall be provided at the Shawnee Municipal Auditorium for a site manager six hours per day of each day of operation.

The LESSEE will contract with the Shawnee Senior Center, Inc., for janitorial services.

The LESSEE shall provide pest control and termite control, and minor maintenance at the site.

The LESSOR shall provide major repairs and exterior maintenance to City owned facilities as required.

The LESSEE shall provide keys to the LESSOR for all locks on all doors, which the LESSEE may lock at both sites. Failure to provide such keys shall be grounds for the LESSOR to have such locks opened and keys made by a locksmith at the LESSEE'S expense.

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

The LESSOR agrees to provide to the LESSEE a schedule of activities during hours which the LESSEE is not operating its services at the site. The LESSOR shall have the exclusive right to schedule activities at the site during the hours that the LESSEE is not conducting its operations with the exception of the kitchen. It is understood that the Kiwanis Pancake Feed shall be conducted at the Municipal Auditorium and that the kitchen therein shall be used in connection herewith.

This lease may be canceled by either party upon 60 days notice in writing to the other party. Notice to the LESSEE shall be addressed to the other party. Notice to the LESSEE shall be addressed to Project H.E.A.R.T., Inc., P.O. Box 3367, Shawnee, Oklahoma 74802-3367 and notice to the LESSOR shall be addressed to the City Manager, P.O. Box 1448, Shawnee, Oklahoma 74802-1448.

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

LESSOR: CITY OF SHAWNEE, OKLAHOMA,
A municipal corporation,

(SEAL)

BRIAN MCDOUGAL, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

BY:_____
President

Subscribed and sworn to before me this ____ day of _____, 2013.

NOTARY PUBLIC

My Commission Expires:_____

City of Shawnee Memorandum

To: Honorable Mayor and City Commissioners
Through: Brian McDougal, City Manager *D. L.*
From: Donald D. Lynch, Emergency Management Director
Date: May 29, 2013
Re: Contract for Renewal and Upgraded Enhanced 9-1-1 Service



NATURE OF THE REQUEST:

I am writing to request your approval of a contract to renew and upgrade enhanced 9-1-1 emergency telephone service with a. t. & t. Oklahoma.

STAFF ANALYSIS /CONSIDERATIONS:

Attached is a copy of the contract for your review. Our Communications Center staff has been pleased with the hosted solution service we have been using in our current contract with a. t. & t. This new contract provides for upgrading of our 9-1-1 call-taking equipment with equipment that is capable of receiving next generation 9-1-1 calls when the infrastructure is put in place in Oklahoma to enable such services to be delivered.

RECOMMENDATION:

Staff recommends approval.

The City Attorney has reviewed and approved the contract as to form.

BUDGET CONSIDERATION:

Funding for this contract is covered in the proposed budget for 9-1-1 for Fiscal Year 2014. We would not begin to be invoiced until after July 1, 2013.

Thank you for your favorable attention to this request.

MASTER SERVICES AGREEMENT

Between

| Shawnee Enhanced 911

and

Southwestern Bell Telephone Company, d/b/a AT&T OKLAHOMA

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MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into by and between Shawnee Enhanced 911, Oklahoma, A Public Trust ("Customer"), and Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA ("AT&T OKLAHOMA") ("the parties").

INTRODUCTION

The parties hereby agree to extend the original Service Agreement for Universal Emergency Number Service (E9-1-1) entered into by the parties on or about February 19, 2008. The parties further agree that the following terms and conditions will govern AT&T OKLAHOMA's offering and Customer's purchase of certain E9-1-1 service, database management and network transport Services (collectively, the "Services") for use by Customer to provide Enhanced 9-1-1 service to telecommunications users in Haskell County, Oklahoma.

I. DESCRIPTION OF SERVICES, PRICING AND ADDENDA

AT&T OKLAHOMA agrees to provide Services as described herein and in executed Addenda attached hereto beginning at the time of execution of this Agreement unless otherwise agreed to by the parties. Whenever Customer desires AT&T OKLAHOMA to perform Services, Customer will request AT&T OKLAHOMA to prepare an Addendum describing the Services to be performed and the price for the Services. Each Addendum will reference and incorporate the terms of this Agreement. The Services specified in a particular Addendum together with the terms, conditions and prices at which said Services are to be performed are collectively referred to as the "Addendum".

If the terms set forth in an Addendum are acceptable, Customer will execute and return the Addendum to AT&T OKLAHOMA. Each Addendum will be completed pursuant to the terms of the applicable Addendum executed by the parties and the terms and conditions of this Agreement. If AT&T OKLAHOMA does not receive Customer's written acceptance of an Addendum within ten (10) days of Customer's receipt, the Addendum will be deemed rejected.

II. COMPENSATION

AT&T OKLAHOMA will bill Customer for Services performed in accordance with the price(s) stated on the applicable Addendum on a monthly basis, in advance,

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or as stated in the applicable Addendum, if different. AT&T OKLAHOMA reserves the right to invoice incrementally, as predefined phases of the Addendum are completed. Payment terms are net thirty (30) days from date of invoice following installation.

III. INTERRUPTED OPERATION

Customer understands and agrees that AT&T OKLAHOMA does not guarantee uninterrupted operation of the Services sold hereunder. Suspension of operation of either E911 system may become necessary during maintenance of the Services.

IV. ERRANT SERVICE REQUEST

If within a 30 day period AT&T OKLAHOMA responds to a second request for Customer for service related to a problem(s) that does not involve the Services covered by this Agreement, AT&T OKLAHOMA will invoice Customer for a service call at AT&T OKLAHOMA's then prevailing standard rate and Customer agrees to pay such invoice within thirty (30) days of receipt. AT&T OKLAHOMA will not attempt to correct any problem that does not involve the Services provided pursuant to this Agreement.

V. TERMINATION OF AN ADDENDUM; SUSPENSION OF SERVICES

A. No Addendum may be terminated, suspended or canceled except as expressly permitted by this Agreement. Notwithstanding any other term or provision in this Agreement or in any Addendum to the contrary, either party may, at its election and upon written notice, terminate, suspend or cancel any Addendum or this Agreement without any further liability or obligation to the other party in the event that:

1. The other party is in material breach of or default under such Addendum, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; or
2. Any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an Addendum, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Addendum or this Agreement.

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- B. Upon termination, Customer agrees to pay AT&T OKLAHOMA all amounts due for Services provided by AT&T OKLAHOMA up to and including the effective date of termination. Termination shall constitute a full and complete discharge of AT&T OKLAHOMA's obligations. Any Addendum in progress or requested prior to the termination of this Agreement will be completed and Customer agrees to reimburse AT&T OKLAHOMA for the Services performed and/or any material ordered by it. Customer acknowledges, however, that determining the precise damages that AT&T OKLAHOMA will incur due to Customer's early termination will be difficult and uncertain. Accordingly, Customer also agrees to pay AT&T OKLAHOMA an Early Termination Charge to compensate AT&T OKLAHOMA for the damages caused by Customer's early termination. Said termination charge shall be paid prior to the expiration of this Agreement. Unless the Addendum applicable to the terminated Service states otherwise, the Early Termination Charge that Customer shall pay shall be equal to Fifty Percent (50%) of the amount derived by multiplying the billed monthly price for the disconnected service by the months remaining in the Term of the Addendum hereto under which the terminated Service(s) have been provided. The Parties agree that the resulting amount reasonably approximates the value of the damages AT&T OKLAHOMA would incur in the event of Customer's early termination.
- C. Either party may terminate a Service, an entire Addendum and, if all Addenda are affected, this Agreement, upon thirty (30) day written notice setting forth the reason(s) for termination, if: (1) A regulatory agency requires any material modification of this Agreement or any Addendum which has a material negative effect on Customer; or (2) the other party fails to perform or observe any material term or condition of this Agreement and such failure is not remedied within thirty (30) business days following the breaching party's receipt of notice or ten (10) days in the event of Customer's non-payment for the Services. Provided, however, if the alleged breach is of a type that cannot reasonably be remedied within thirty (30) business days, and AT&T OKLAHOMA starts work on a remedy within thirty (30) days, Customer cannot terminate for breach until and unless AT&T OKLAHOMA is unable to remedy the breach, and then shall give first a new thirty days' notice of its intent to terminate.
- D. Notwithstanding the foregoing, AT&T OKLAHOMA reserves the right to terminate this Agreement or any Addendum hereto for convenience upon one hundred & twenty days notice of its intent to do so, provided, however, that such termination for convenience may be made effective only on any annual anniversary date of the execution of this Agreement.

VI. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

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- A. AT&T OKLAHOMA DOES NOT WARRANT THAT THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR FREE OR PREVENT THIRD PARTY ACCESS TO CUSTOMER'S NETWORKS. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN ANY ADDENDUM, THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND.**
- B. AT&T OKLAHOMA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL AT&T OKLAHOMA BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES OR OTHERWISE, INCLUDING DAMAGE TO PROPERTY AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURY.**
- C. AT&T OKLAHOMA SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOSS OF BUSINESS INCOME OR REVENUES OR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTS OR OMISSIONS OF AT&T OKLAHOMA IN PROVIDING THE SERVICES HEREUNDER. IN NO EVENT WILL AT&T OKLAHOMA'S LIABILITY FOR DAMAGES CAUSED BY OR ARISING OUT OF ITS FAILURE TO PERFORM SERVICES IN A PROPER AND TIMELY MANNER EXCEED THE AMOUNT PAID BY CUSTOMER TO AT&T OKLAHOMA FOR SUCH MATERIAL AND SERVICES.**
- D. IN NO EVENT SHALL AT&T OKLAHOMA BE LIABLE FOR LOST PROFITS, TOLL FRAUD, LOSS OF USE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES, OR OTHERWISE, IN CONNECTION WITH SUCH EQUIPMENT OR SERVICES, EVEN WHEN AT&T OKLAHOMA HAS BEEN GROSSLY NEGLIGENT OR ENGAGED IN WILLFUL MISCONDUCT.**
- E. CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST AT&T OKLAHOMA, ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES FOR ANY LOSSES OR DAMAGES ARISING FROM ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED BY AT&T**

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OKLAHOMA, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SERVICES. IN ANY EVENT, AT&T OKLAHOMA'S LIABILITY SHALL BE LIMITED TO THE AMOUNT SPECIFIED IN THE TARIFF OR THE AMOUNT PAID TO AT&T OKLAHOMA BY CUSTOMER UNDER THE APPLICABLE ADDENDUM AND SHALL NOT ENCOMPASS ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF AT&T OKLAHOMA OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN AT&T OKLAHOMA, REGARDLESS OF THE FORM OF ACTION.

1. Customer understands and agrees that AT&T OKLAHOMA's price reflects this limitation of liability and that this disclaimer is reasonable in all respects.
2. In no event shall AT&T OKLAHOMA be responsible for the following:
 - a) Repair of damage due to Customer's failure to provide adequate electrical power or environmental conditions.
 - b) Repair of damages caused by misuse or neglect.
 - c) Repair of damages caused by Customer's existing wiring or damage to the existing wiring.
 - d) Repair of damage caused by accident and/or disaster, including but not limited to fire, flood, wind, lightning or water.
 - e) Repair of damage caused by the attachment of mechanical, electrical or electronic material or devices to the system that is not supplied by AT&T OKLAHOMA.
 - f) Repairs which are impractical for AT&T OKLAHOMA to render because of alterations in or attachments to the system.

F. Upon Customer's request and at AT&T OKLAHOMA's option, AT&T OKLAHOMA will provide any of the foregoing Services at its then prevailing standard service rate therefore.

VII. NOTICES

Any notice or demand which under the terms of this Agreement or otherwise must or may be given or made by AT&T OKLAHOMA or Customer will be in writing and given or made by facsimile or similar communication or by certified or registered mail, return receipt requested, addressed to the respective parties as shown:

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If to Customer: Customer Attn.: Shawnee 911 Coordinator

16 W. 9th
Shawnee, OK 74801
FAX:

If to AT&T OKLAHOMA: Southwestern Bell Telephone, d/b/a
AT&T OKLAHOMA
405 N. Broadway Room 710-B
(FAX: 405-278-3501)
City, 73102
Attn.: Area Manager 911 Public Safety

Such notice or demand will be deemed to be given or made when sent, if sent by facsimile or similar communication, or when deposited, postage prepaid, in the U.S. mail. The above addresses may be changed at any time by giving thirty (30) days' prior written notice as above provided.

VIII. TERM OF AGREEMENT

This Agreement will become effective after execution by both parties and remain in full force and effect for a sixty (60) month period or until terminated by either party upon thirty (30) days' prior written notice. If federal or state law prohibits Customer from executing any agreement for more than a one (1) year term, then the term of this agreement shall be deemed to be one (1) year and shall be renewable each year for the term of this contract, after the expiration of the initial sixty (60) month term, thereafter unless terminated by either party.

IX. ADDENDUM TAKES PRECEDENCE OVER AGREEMENT

Any term in an Addendum that directly conflicts with this Agreement will be deemed to control with respect to Services provided pursuant to that Addendum.

X. ASSIGNMENT

Neither party may assign or transfer its rights or obligations under this Agreement except with the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, both parties will have the right to assign this Agreement to any present or future

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affiliate, subsidiary or parent corporation without securing consent, and may grant to any such assignee the same rights and privileges party enjoys under this Agreement. In addition, AT&T OKLAHOMA may subcontract any portion of the Services to be performed without the prior written approval of Customer.

XI. CHOICE OF LAW

This Agreement will be governed by and construed in accordance with the laws of Oklahoma and venue shall be established for all disputes as Oklahoma City,. This Agreement is subject to the laws of Oklahoma pertaining to public indebtedness. In the event that it is determined by an administrative agency or court of law that this Agreement violates any laws, ordinances or regulations, SWBT shall have the option of terminating this Agreement with no further obligation to Customer.

XII. CONFLICT OF INTEREST

Each party represents and warrants that no officer, director, employee or agent of the other party has been or will be employed, retained, paid a fee or otherwise has received or will receive, directly or indirectly, any personal compensation, "kickback" or any other consideration outside the specific terms of this Agreement in connection with or in contemplation of this Agreement or any future Addendum.

XIII. CURE

AT&T OKLAHOMA will not be deemed to be in default under any term of this Agreement or any Addendum executed pursuant to this Agreement, and Customer will not seek or be entitled to enforce any remedy for any claimed default, unless AT&T OKLAHOMA fails to cure or correct same within thirty (30) days following receipt of written notice from Customer.

XIV. FORCE MAJEURE

AT&T OKLAHOMA will not be liable for any delay or failure to perform Services due to circumstances beyond its reasonable control including, by way of illustration only and not limitation, labor strikes, natural catastrophes, civil disturbances, weather, material shortages, government regulations, fire, explosion, lightning, earthquake, power surges or failures, labor disputes, floods, storms, tornadoes, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, delays caused by the other party equipment vendors or other similar causes. AT&T OKLAHOMA will be excused from

performance during the period of such interference, provided that it uses reasonable efforts to avoid or remove such causes of nonperformance.

XV. INDEPENDENT CONTRACTOR

Neither AT&T OKLAHOMA nor its employees, agents or representatives are employees, servants, partners or joint ventures of or with Customer. AT&T OKLAHOMA is an independent contractor and will at all times direct, control and supervise all of its employees, agents and representatives and their respective activities.

XVI. LABOR AND MATERIAL

AT&T OKLAHOMA will furnish all supervision, labor, tools, transportation, material and supplies specified in an Addendum except any items specifically listed in the Addendum and/or this Agreement as being furnished by Customer or others.

XVII. MODIFICATION TO CONFORM TO LAWS

- A. This Agreement and all obligations under will be subject to all applicable laws, rules and regulations (collectively, "Laws") including, by way of illustration and not limitation, the 1996 Federal Telecommunications Act. In the event this Agreement, or any of its provisions, Addenda or the operations contemplated hereunder, are found to be inconsistent with or contrary to any Laws, the latter will be deemed to control and, if commercially practicable, this Agreement will be regarded as modified accordingly and will continue in full force and effect as so modified.
- B. If such modified Agreement is not commercially practicable, in the opinion of either party, then the parties agree to meet promptly and discuss any necessary amendments or modifications to this Agreement. If the parties are unable to agree on necessary amendments or modifications in Addendum to comply with any Laws, then this Agreement may be terminated immediately by either party. In the event of such termination, Customer will pay AT&T OKLAHOMA all amounts due for Services provided by AT&T OKLAHOMA under this Agreement up to and including the effective date of termination.

XVIII. NON-WAIVER

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No course of dealing or failure of either party to enforce strictly any term, right or condition of this Agreement will be construed as a waiver of such term, right or condition.

XIX. RELEASES VOID

Customer will not require any waivers or releases of any personal rights from employees or representatives of AT&T OKLAHOMA in connection with the presence of such employees or representatives on Customer's PREMISES, and no such releases or waivers will be pleaded by Customer or third persons in any action or proceeding.

XX. RISK OF LOSS OR DAMAGE

Customer agrees to protect any items furnished by AT&T OKLAHOMA to Customer in connection with this Agreement, including all Addenda, and bear the risk of loss, theft or damage thereto while such items and/or other items are on Customer's premises until the Services are completed.

XXI. SEVERABILITY

- A. If any of the provisions of this Agreement are determined, or AT&T OKLAHOMA in good faith at its sole discretion believes them, to be invalid or unenforceable, Such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement. The Agreement then will be construed as if it did not contain the particular invalid or unenforceable provision(s), and the rights and obligations of AT&T OKLAHOMA and Customer will be construed and enforced accordingly, unless, in the sole discretion of AT&T OKLAHOMA, the undertaking becomes commercially unreasonable.
- B. If such modified Agreement is not commercially practicable, in the opinion of AT&T OKLAHOMA, then the parties agree to meet promptly to discuss any necessary amendments or modifications to this Agreement. If the parties are unable to agree on necessary amendments or modifications, then either party may immediately terminate this Agreement, in which event Customer must pay AT&T OKLAHOMA all amounts due for Services provided by AT&T OKLAHOMA up to and including the effective date of termination.
- C. If approval of this Agreement by any regulatory agency is required and not obtained, then this Agreement to the extent not approved will immediately terminate.

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XXII. SURVIVAL

Any obligation arising under this Agreement or any Addendum which by its nature will continue beyond the termination, cancellation or expiration hereof, including by way of illustration only and not limitation, those clauses entitled "LIMITATION OF LIABILITY", "SEVERABILITY", and "CONFIDENTIALITY" will survive the termination, cancellation or expiration of this Agreement.

XXIII. TAXES

In the event that Customer is liable under federal law for excise taxes or under state or local law for sales, use or similar taxes collected by AT&T OKLAHOMA on the Services (including any subcontractor's fees) provided under this Agreement and/or any Addendum, then AT&T OKLAHOMA will bill such taxes separately and Customer agrees to pay them.

XXIV. REPAIRS

AT&T OKLAHOMA will: (a) be available to the customer 24x7x365 for the term of this agreement (b) dispatch service; and (c) perform diagnostic service and network monitoring from the central office. Dispatch for service will be made available consistent with the following schedule. (1) Response Time - 2 hours, remote access and testing, (2) 4 hours, dispatch for critical/major, (3) Next business day dispatch for non critical/minor repairs. If AT&T OKLAHOMA dispatches its service technician to Customer's premises to respond to a trouble report regarding network Services and the service problem is found to be in Customer's equipment, standard time and material charges will apply. Customer agrees to pay such charges.

XXV. GENERAL TERMS AND CONDITIONS

- A. The terms and conditions of this Agreement are equally binding upon the Parties named herein, their heirs, assigns and successors in interest.
- B. Addenda may be added to this Agreement, and each will (1) reference this Agreement, (2) be sequentially numbered and initialed by the parties, and (3) include the Term of the Addendum, a description of the features, type, quantity and rates for the Services, the location(s) where the Services will be provided, and any special terms and conditions. Customer may also request changes to the Services. Changes may include upgrades, downgrades and/or rearrangements of

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Services. Change charges may apply, and Customer will be advised of such charges at the time the change is requested. AT&T OKLAHOMA SHALL NOT BE OBLIGATED TO PROVIDE SUCH CHANGED SERVICES UNLESS IT CONSENTS AND CUSTOMER HAS AGREED TO THE CHARGES THEREFOR.

- C. AT&T OKLAHOMA will bill and Customer will pay to AT&T OKLAHOMA, on a monthly basis or as otherwise specified in an Addendum, the charges set forth for the first Term, and the then-current price in subsequent Terms. Charges will commence on the effective date of the Addendum. The prices do not include any independent company or interexchange carrier charges, intra-building network cable, simple inside wire, repair Services for such cable and wire, or wiring associated with Customer equipment.
- D. Payment of charges is due on the date specified on the bill. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments.
- E. In the event of a billing dispute, Customer shall pay the undisputed portion on the payment due date. If a dispute is subsequently resolved in AT&T OKLAHOMA's favor, Customer will be liable for the disputed portion plus the late fee specified above. If the dispute is resolved in Customer's favor, Customer will not be liable for the late fee on the withheld payment.
- F. AT&T OKLAHOMA will rely on information provided by Customer and will not be responsible for any damages or costs that result from errors or omissions in such information. Customer will also obtain at its expense any necessary licenses, easements, permits and consents (including landlord's or mortgagee's consents) in connection with Services.
- G. AT&T OKLAHOMA will have the right to suspend performance or to pursue any other remedies provided under this Agreement where Customer delays or fails to comply with this Agreement. If any of the measures described above are unreasonably expensive, Customer may request that AT&T OKLAHOMA suspend its performance under an Addendum until such time as an alternative remedy or course of performance is secured or agreed upon. If any such suspension lasts

longer than thirty (30) days, AT&T OKLAHOMA may terminate that Addendum.

- H. Provision of the Services is subject to the availability and operational limitations of the equipment and associated facilities. If the Services require use of Customer Equipment, such Customer Equipment must be compatible with AT&T OKLAHOMA's equipment and facilities and must conform to industry standards and specifications as outlined in the Addendum. Customer shall ensure the continuing compatibility of Customer Equipment.
- I. Customer is responsible for the installation, operation and maintenance of Customer Equipment. No combination of Customer Equipment shall: require change in or alteration of AT&T OKLAHOMA's equipment or the Services; cause electrical hazards to AT&T OKLAHOMA's personnel or damage to AT&T OKLAHOMA's equipment; cause the malfunction of AT&T OKLAHOMA's billing equipment; or cause degradation of service to other persons. Upon notice from AT&T OKLAHOMA that Customer Equipment is causing such hazard, damage, malfunction or degradation of the service, Customer shall promptly make such changes as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of the Service. Customer shall be solely responsible for the overall design of its Services and for any redesigning or rearrangement of its Services which may be required because of changes in facilities, operations or procedures of AT&T OKLAHOMA, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- J. Customer shall provide AT&T OKLAHOMA with reasonable access to Customer's premises to enable AT&T OKLAHOMA to install, inspect, test, rearrange, maintain, repair or remove the Services. If AT&T OKLAHOMA responds to a request from Customer and access is denied or unavailable, standard time and material charges may apply.
- K. It is a condition precedent to AT&T OKLAHOMA's obligations hereunder that: (a) Customer is not in default of Customer's obligations under this Agreement; and (b) the AT&T OKLAHOMA Network has not been damaged as a result of misuse, abuse, neglect, accident, improper environmental conditions, electrical voltages or currents, repair, alteration or maintenance by any person or party other than an authorized service facility, attachment of mechanical, electrical or electronic material or devices not supplied by AT&T OKLAHOMA, or any use that violates the instructions furnished by AT&T OKLAHOMA or the manufacturer.

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- L. Customer shall indemnify, defend and hold harmless AT&T OKLAHOMA, its parents, affiliates and subsidiaries, and their respective officers, directors, employees, agents, successors and assigns from and against any claim, loss or damage involving: (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from Customer's own communications; or (2) Claims for patent or intellectual property infringement arising from Customer's acts of combining or using the Services in connection with Customer Equipment.
- M. AT&T OKLAHOMA shall indemnify, defend and hold harmless Customer from and against any claim, or suit brought by a third party alleging the Services infringe such party's U.S. patents, trademarks or copyright ("Intellectual Property"), provided that Customer: (a) followed AT&T OKLAHOMA's reasonable instructions for use of any Intellectual Property associated with the Services; (b) did not modify the Services; (c) notifies AT&T OKLAHOMA promptly and in writing of any such claims; and (d) cooperates with and permits AT&T OKLAHOMA to control the defense, settlement or other handling of such claim or threatened claim. AT&T OKLAHOMA shall not be responsible for any claims resulting from Customer's combination of the Services with other products or Services or Customer Equipment.
- N. The failure of either party to insist upon strict performance of any provision of this Agreement in any one or more instances shall not be construed as a waiver for the future of any such provision, but the same shall be and remain in full force and effect.
- O. Customer will schedule and coordinate the performance of work by suppliers, contractors or other entities working or present at a Customer location in a manner which will not interfere with AT&T OKLAHOMA's performance of its Services within the time period specified in the applicable Addendum.
- P. Neither AT&T OKLAHOMA nor its employees, agents or representatives are employees, servants, partners or joint venturers of or with Customer. AT&T OKLAHOMA is an independent contractor and will at all times direct, control and supervise all of its employees, agents and representatives and their respective activities.
- Q. Customer will not require any waivers or releases of any personal rights from employees or representatives of AT&T OKLAHOMA in connection with their presence on Customer's premises, and no such

releases or waivers will be pleaded by Customer or third persons in any action or proceeding.

XXVI. ENTIRE AGREEMENT

This Agreement, including Addenda and applicable tariff, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, representations or understandings relating to the subject matter hereof. No amendments, modifications, or subsequent agreements concerning the subject matter of this Agreement will be effective unless made in writing. Each reference to a tariff provision in this Agreement shall be deemed to mean any and all similar tariff provisions or other regulations changed or established from time to time in lieu of said tariff provision during the term of this Agreement. In the case of a discrepancy between the tariffs, this Agreement and any Addendum the governing Addendum shall be 1) the tariff , 2) the Addendum, and 3) this Agreement.

XXVII. ADDENDA

The following is a list of the addenda attached to the Agreement at the time of execution:

Addendum 1	Hosted 911 Service
Addendum 2	911 T1 Network Service
Addendum 3	911 Database Services
Addendum 4	911 Network Service

Other Addenda may be added as appropriate and shall be effective upon their execution and incorporation into this Agreement.

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IN WITNESS WHEREOF, the parties execute this contract, on the dates indicated, as follows:

Shawnee Enhanced 911

**SOUTHWESTERN BELL TELEPHONE,
OK D/B/A AT&T OKLAHOMA,**

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

RESTRICTED - PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their respective companies.

**ADDENDUM 1 to the MASTER SERVICES AGREEMENT
BETWEEN
SHAWNEE ENHANCED 911, OK
AND SOUTHWESTERN BELL TELEPHONE COMPANY, D/B/A AT&T
OKLAHOMA**

Central Managed E9-1-1 Services

1. Customer agrees to acquire Hosted E9-1-1, and AT&T OKLAHOMA agrees to sell Hosted E9-1-1 Service as described below:

Service will provide Three 911 call taking positions, along with Three Mapped ALI position. The service will include 24-hour monitoring, maintenance, and repair. Customer agrees to pay a one-time fee of \$15,000.00 upon ~~execution of agreement~~ system installation. In addition Customer agrees to a monthly fee of \$4,500.00 per month for a 60 month term after installation.

2. As part of this agreement, customer agrees to acquire 2- 911 call taking positions and 2 mapping positions of Hosted E9-1-1 Service.
3. As part of this agreement, customer also agrees to purchase Point to Point service T-1 speed or greater per circuit per PSAP. See Point to Point Services Addendum #2 for pricing.
4. AT&T OKLAHOMA agrees to install the Central Managed E9-1-1 Service within 6 months of contract execution unless an extension is mutually agreed upon..
5. AT&T Oklahoma restricts access to components associated with the Hosted E9-1-1 system to AT&T personnel and their authorized contractors.
6. AT&T's Hosted Solution does not include call taker headsets, call taker chairs, printer ribbons, printer ink cartridges, or paper.

IN WITNESS WHEREOF, the parties execute this contract, on the dates indicated, as follows:

SHAWNEE ENHANCED 911

**SOUTHWESTERN BELL
TELEPHONE COMPANY, .
D/B/A AT&T OKLAHOMA**

BY _____

TITLE _____

DATE _____

BY _____

TITLE _____

DATE _____

**ADDENDUM 2 to the MASTER SERVICES AGREEMENT
BETWEEN
SHAWNEE ENHANCED 911, OK AND SOUTHWESTERN BELL TELEPHONE
COMPANY, D/B/A AT&T OKLAHOMA**

T-1 SERVICES AGREEMENT

Point to Point T-1 service will be provided to Shawnee, Oklahoma. The service will consist of 1 Mega Link 1.5 and 2 local channel data circuits. Shawnee, OK is purchasing these services pursuant to, and the parties agree to be bound by, State Contract SW50450, Master Bridge 20080130-0058 DSI 20060222-0274. The service is as follows:

<u>16 W. 9th</u> Shawnee, Oklahoma <u>74801</u>	Point to Point T-1 Circuit
--	----------------------------

Total Monthly	\$ <u>465.70</u>
---------------	------------------

Customer agrees to a monthly fee of \$465.70 per month for a 60 month term.

There is no installation charge associated with the service if the circuit is terminated at the AT&T point of demarcation.

IN WITNESS WHEREOF, the parties execute this contract, on the dates indicated, as follows:

SHAWNEE Enhanced 911

SOUTHWESTERN BELL

TELEPHONE COMPANY, . D/B/A

AT&T OKLAHOMA

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

**ADDENDUM 3 to the MASTER SERVICES AGREEMENT
BETWEEN
SHAWNEE ENHANCED 911, OK
AND SOUTHWESTERN BELL TELEPHONE COMPANY, D/B/A
AT&T OKLAHOMA**

DATABASE SERVICES

1. AT&T-OKLAHOMA agrees to provide and Customer hereby agrees to purchase Database Management Service for certain Exchange Access Arrangements ("EAAs") in use in Customer, for a three year Term, beginning with execution of this Agreement.
2. Database Management Service hereunder shall be priced initially at \$95.00 per 1,000 EAAs per month, to be paid in advance. Customer agrees that the price for the Database Service described above shall be \$1,140.00 (One Thousand One Hundred Forty Dollars) per month for the Term. The first year of the Term, AT&T-OKLAHOMA shall charge Customer for 12 EAAs. Annually, AT&T-OKLAHOMA shall audit the database to determine the total number of EAAs actually managed therein. The number of EAAs for which Customer shall pay for the following year shall be that determined by AT&T-OKLAHOMA as a result of the audit.
3. All Services provided hereunder are made available on the same terms, conditions and prices contained in AT&T-OKLAHOMA tariffs for such Services, as amended, approved by and on file with the Corporation Commission, which are in effect at the time Service is rendered to Customer and hereby are incorporated by reference into this Agreement.
4. In the event any Service is terminated by the Customer prior to the end of the Term of this Agreement, Customer agrees to pay AT&T-OKLAHOMA termination charges. The termination charges will be calculated as follows: The billed monthly rate for the Service terminated, multiplied by the number of months remaining in the Term, and that sum multiplied by Twenty Percent (20%).
5. AT&T-OKLAHOMA will provide Services from the selective router ILEC meet points. AT&T-OKLAHOMA will provide tandem-to-PSAP trunks to be handed off at the ILEC meet point. AT&T-OKLAHOMA will provide selective routing through the tandem router.
6. AT&T-OKLAHOMA will establish E9-1-1 Database Records and provide Network to ILEC meet points for Customer 9-1-1. AT&T-OKLAHOMA /AT&T-OKLAHOMA will provide Data Storage and Network Services. Any consulting Services will be on a time

and materials basis only. AT&T-OKLAHOMA will provide access to and training on MSAG Mail and ASK Report usage.

7. Customer 9-1-1 shall provide ESN and MSAG Records to AT&T-OKLAHOMA, provide Telco records to AT&T-OKLAHOMA and use MSAG Mail to notify the DIU (Database Integrity Unit) of "misroutes" and "record not found" occurrences.
8. Maintenance of 911 Services provided hereunder by AT&T-OKLAHOMA on its network will be available 24 hours a day, 7 days a week, 365 days a year; provided, however, that AT&T-OKLAHOMA shall respond to emergency requests for maintenance or repair Services within one hour or less after the request is made to the appropriate AT&T-OKLAHOMA manager, and within four hours for requests that are not an emergency. Maintenance includes:
 - a. Response Time - 2 hour phone, four hour dispatch (critical), next day dispatch (noncritical)
 - b. Coverage - 24 x 7
 - c. Services - remote technical assistance, onsite dispatch, replacement of defective components
9. Database Service is supported by the AT&T-OKLAHOMA Database Integrity Unit, and changes to the Customer's database will be accomplished accordingly: Address change – 5 business days; MSAG change request – 5 business days; ESN change – 5 business days. Number of changes submitted at one time not to exceed 20.
10. In the event either party desires to change this Addendum 1, the following procedures will apply:
 - A. The party requesting the change will deliver a Change Request document to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the Services.
 - B. The designated Program/Addendum Manager of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
 - C. Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this Addendum by mutual execution and affixing it hereto.

11. Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in this Addendum, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

12. AT&T-OKLAHOMA reserves the right to bill customer for call-outs that are determined not to be a problem with our network or associated equipment. The following rates apply:

- normal business hour - \$105 per hour
- after hours - \$150 per hour
- holiday hours - \$175 per hour

The minimum callout is two hours.

13. Customer will provide AT&T-OKLAHOMA the name and contact information for a single point of contact as well as a local site contact.

IN WITNESS WHEREOF, the parties execute this contract, on the dates indicated, as follows:

Shawnee Enhanced 911

**SOUTHWESTERN BELL
TELEPHONE COMPANY, .
D/B/A AT&T OKLAHOMA**

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

**ADDENDUM 4 to the MASTER SERVICES AGREEMENT
BETWEEN Shawnee Enhanced 911
AND SOUTHWESTERN BELL TELEPHONE COMPANY, D.B.A. AT&T OKLAHOMA**

NETWORK SERVICES

1. Customer agrees to purchase, and AT&T OKLAHOMA agrees to sell, meet-point billed Network Trunking Service (hereinafter, "Network Service") as that term is defined in Company's tariffs on file with the Public Utility Commission, for a Term of (3 years) 36 months. All terms, conditions, rules and regulations set forth in said tariffs under which the Service is offered hereby are incorporated by reference herein. All charges to Customer for Network Service shall subject to change after the Service has been established and shall reflect exactly the price set forth in the AT&T OKLAHOMA "Enhanced 9-1-1 Universal Emergency Number Service" tariff.

2. Customer agrees that the price for the Network Service described above shall be Two Hundred Thirty Dollars (\$230.00) per month for the Term, and one time set up fee Zero Dollars \$0.00. Customer further agrees the price for subsequent Terms shall be the price in Company's tariffs for such services on file with the Public Utility Commission in effect on the renewal date of this Agreement, if any. The Parties agree that the network requirements for the Duncan, OK will be audited annually to determine if additional trunking capacity is needed, based on that year's usage. If AT&T OKLAHOMA, in its sound business judgment, determines that additional capacity is needed, Customer agrees to purchase such additional capacity at the price in Company's tariffs for such services on file with the Public Utility Commission in effect on the date ordered.

3. Customer agrees that minimum participation in the Enhanced 9-1-1 Universal Emergency Number Service shall include all police and fire units which are located within the geographical boundaries of the Customer or which provide police and/or fire service to the Customer.

4. The prices herein do not include applicable taxes and fees. AT&T OKLAHOMA retains ownership of all network and database Services, and the equipment providing such Services is leased to the Customer pursuant to the terms of this contract and AT&T OKLAHOMA's tariff provisions.

5. AT&T OKLAHOMA shall be provided access by the Customer and all public safety agencies to their premises where the equipment and facilities are located. This access, to be provided at any reasonable time, shall be for the purpose of installation, inspection and repairing the facilities used in furnishing the Services.

6. Customer shall be responsible for furnishing AT&T OKLAHOMA with a correct and current definition of the specific geographic areas covered by each primary and secondary PSAP from time to time, as they may change. This definition shall be by street names, street types, directions, street addresses and number ranges (where applicable), or in such other manner as to accurately define the area and be in a format acceptable to AT&T OKLAHOMA.

7. The definition of each geographic area and the ongoing maintenance of such information shall be the sole responsibility of the Customer. Customer further agrees to furnish to AT&T OKLAHOMA, in a timely manner, any such updated geographical information. Customer understands that the time required by AT&T OKLAHOMA to update the data base with data provided by the Customer will depend on the nature and extent of such changes. AT&T OKLAHOMA will require a reasonable interval of time in which to input into the database major changes such as realignment of PSAP boundaries, street names changes, new street additions and annexations.

8. Customer further understands that in Addendum to properly route calls from subscribers in some rural areas of the county, it will be necessary for Customer to provide unique street addresses (including house numbers) for specific real estate parcels in these areas. Street addresses will be required for streets or thoroughfares which cross multiple jurisdictional boundaries and at present use only rural route and box numbers as an address. These street addresses would not affect current mailing addresses.

9. The Service is provided solely for the benefit of Customer. The provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any AT&T OKLAHOMA obligation toward or any right of action on behalf of, and third person or other legal entity.

10. AT&T OKLAHOMA does not undertake to answer and forward Enhanced 9-1-1 calls, but furnishes that use of its facilities to enable Customer to respond to such calls with Customer's personnel on Customer's premises.

11. The rates charged for the enhanced 9-1-1 Service do not contemplate and AT&T OKLAHOMA does not undertake any responsibility for inspection or constant monitoring to discover errors, defects and malfunctions in the service. Customer shall have the responsibility of discovering all errors, defects and malfunctions. Customer assumes the duty of, and will make such tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its use. Customer shall promptly notify AT&T OKLAHOMA in the event the system is not functioning properly.

12. AT&T OKLAHOMA shall not be liable for any loss or damages arising out of errors, interruptions, defects, failures, or malfunctions of the Service, including any and all network facilities and data processing systems associated therewith. Damages arising out of such interruption, defects, failures, or malfunctions of the system after AT&T OKLAHOMA has been so notified and has had a reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from Customer until service is restored.

13. Customer agrees that if this request, or any subsequent request by the Customer for service or facilities, or request for additions, rearrangement, relocations or modifications of service, is canceled in whole or in part, for any reason prior to completion of the work involved, Customer shall reimburse AT&T OKLAHOMA for all expenses incurred in handling the request before notice of cancellation is received. Such charges, however, shall not exceed all charges that would apply if the work involved in complying with the request.

IN WITNESS WHEREOF, the parties execute this contract, on the dates indicated, as follows:

Shawnee Enhanced 911

**SOUTHWESTERN BELL TELEPHONE
COMPANY, . D/B/A AT&T OKLAHOMA**

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

City of Shawnee Memorandum

To: Honorable Mayor and City Commissioners
Through: Brian McDougal, City Manager
From: Donald D. Lynch, Emergency Management Director
Date: May 29, 2013
Re: Renewal of Contract with Blackboard Connect

D.L.



NATURE OF THE REQUEST:

I am writing to request your approval on extension of our contract with Blackboard, Inc. for the Blackboard Connect mass notification service.

STAFF ANALYSIS /CONSIDERATIONS:

We have used the system on several occasions over the past year for both emergency and routine event notification to our citizens and staff. Our office continues to receive favorable comments from our citizens about the service.

The proposed contract renewal is for the same amount we contracted service for in Fiscal Year 2013- \$ 24,998.11.

RECOMMENDATION:

Staff recommends that this contract be renewed.

BUDGET CONSIDERATION:

Funding for the renewal is requested in the proposed 2013-2014 budget for Emergency Management. The amount will be invoiced after July 1, 2013.

Thank you for your favorable attention to this request.

Blackboard Connect for Government®

GSA Quote

Unlimited Use Service Proposal for City of Shawnee, OK

Company Information

Blackboard Inc.
650 Massachusetts Ave., NW, 6th Floor
Washington, DC 20001

DUNS Number: 01-613-1430
Tax ID Number: 52-2081178
CAGE Number: 1QLN4
GSA Contract Number: GS-35F-0554M

Service Summary: The Blackboard Connect for Government service allows government leaders to provide notices, direction, and reassurance to reach thousands of constituents in minutes without having to invest in or maintain hardware, software, or additional phone lines. Now, you can reach your entire community—quickly and reliably—with voice, text, and email messages.

Services include:

- An integrated communications suite, including Priority Communication, Community Outreach and Interactive Survey
- Voice and text/SMS delivery to multiple communication devices
- Geo-Calling feature lets you target recipients using a map
- 24/7/365 proactive Client Care support
- Unlimited use for a fixed, annual fee
- Initial set-up, training and refresher training sessions included
- Delivery to up to ten phones, four email addresses and four SMS phone per contact
- Superior call routing, throttling, and load balancing expertise
- Fully hosted and managed Software as a Service (SaaS) --- no maintenance required
- Message delivery tracking with comprehensive reporting

Weather Alerts. Weather alert bulletins provided by NOAA, and delivered by a Blackboard initiated notification via voice, email and SMS (the "Weather Alerts") to Recipients. The Weather Alerts are available in the following four distinct categories: a) tornado alerts; b) severe thunderstorm alerts; c) flood alerts; and, d) special marine alerts. The Weather Alerts shall be distributed by Blackboard based on NOAA issuing the applicable weather bulletin, which may occur at any time, 24 hours/day. In consideration for the use of Weather Alerts during the Term, the Client will pay BCI an annual fee of \$2,500 ("Weather Alert Fee").

Client acknowledges and agrees Blackboard is delivering weather information created and provided by NOAA, and not Blackboard. Weather forecasting is an inexact science. Blackboard makes no express or implied warranties, guarantees or affirmations that weather will occur or has occurred as the NOAA alerts, reports, forecasts, data, or information state, represent or depict and it shall have no responsibility or liability whatsoever to Client or any other person or entity, parties and non-parties alike, for any inconsistency, inaccuracy, or omission for weather or events predicted or depicted, reported, occurring or occurred. CLIENT AND THIRD PARTIES ARE SOLELY RESPONSIBLE FOR ACTION OR LACK OF ACTION TAKEN TO PRESERVE LIFE OR PROPERTY.

Quote Summary: All products and services quoted are available through the Blackboard Inc. GSA Schedule GS-35F-0554M and pursuant to the Terms and Conditions negotiated therein.

PLEASE INCLUDE IN THE PURCHASE ORDER ALL THE INFORMATION IN THE PRICE QUOTE BELOW AND PLEASE MAKE SURE THAT BLACKBOARD GSA SCHEDULE # GS-35F-0554M IS CLEARLY WRITTEN ON YOUR PURCHASE ORDER. PLEASE SIGN THIS PRICE QUOTE, SCAN BOTH DOCUMENTS, AND EMAIL THEM TO Michael.Migliaro@blackboard.com.

SIN #	Product Description	Initial Term & Scope	GSA Price	Annual Fee
132-32	Blackboard Connect for Government Service	Annual Term for 11,278 Recipients July 1, 2013 -- June 30, 2014 Subsequent terms will be annual based on the Customers Start Date of July 1 st	\$1.91 per Recipient	\$ 21,540.98
Open Market	NOAA Weather Alert	Annual Weather Fee \$2,500.00	\$2,500.00	\$2,500.00
132-32	Annual Support Fee	Annual Support Fee	\$957.13	\$957.13 Total Annual Fee Period = \$24,998.11 Payable by PO at contract Inception This amount will be invoiced annually after July 1 st

Questions? Please call:
Tyler Wang, Contracts

202-463-4860 x2791 or

Michael Migliaro 919-573-4946

Michael.Migliaro@blackboard.com
Next Steps

1. Fax Purchase Order and Signed Proposal to 818-450-0425
2. Import recipient data (Blackboard Connect provides resident/ business data).
3. Implementation of service and orientation for all designated system users.
4. Begin sending Priority, Outreach and Interactive Survey communications.

City of Shawnee, OK
Authorized Signatory: _____

Name & Title: _____

Execution Date: _____

Address: City of Shawnee, OK

PO Box 1448

Shawnee, OK 74802

Name: Don Lynch
Phone: (405) 878-1678

Fax:
Email: dlynch@shawneeok.org
BLACKBOARD CONNECT INC.
Authorized Signatory: _____

Name & Title: _____

Execution Date: _____

Address: Blackboard Inc.

650 Massachusetts Ave., NW, 6th Floor

Washington, DC 20001

Phone: (202) 463-4860, ext. 2953

Efax: (818) 450-0425

Regular Board of Commissioners

2. e.

Meeting Date: 06/03/2013

Mayor's Appointments

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Mayor's Appointments:

Airport Advisory Board

Clifton Barger Appointment 1st Full Term Expires 7/1/2016

Replaces Mike Adcock, Termed out

Kevin Huddleston Appointment 1st Full Term Expires 7/1/2016

Replaces Jack Barrett, Termed out

Zoning Board of Adjustment

Jim L. Cooper Appointment 1st Full Term Expires 6/1/2016

Replaces Paul Bass, Termed Out

Matt Thomas Appointment 1st Full Term Expires 6/1/2016

Replaces Dennis Morris, Termed Out

Planning Commission

Link Cowen Appointment 1st Partial Term Expires 6/1/2014

Replaces Taylor Prince

Regular Board of Commissioners

2. f.

Meeting Date: 06/03/2013

Pool Construction Documents and Bid Documents

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize Water's Edge Aquatic Design to proceed with construction documents and bid documents.

Regular Board of Commissioners

2. g.

Meeting Date: 06/03/2013

Advertise for Debris Removal

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize staff to advertise for bids for debris removal service.

Attachments

Advertise Debris Removal

City of Shawnee Memorandum



To: Honorable Mayor and City Commissioners
Through: Brian McDougal, City Manager *D. L.*
From: Donald D. Lynch, Emergency Management Director
Date: May 29, 2013
Re: Request to Advertise for Bids for Debris Removal Service

NATURE OF THE REQUEST:

I am writing to request your approval for staff to solicit bids for the provision of debris removal service for the City as needed.

STAFF ANALYSIS /CONSIDERATIONS:

The recent tornado highlighted the need to have a debris removal service ready to respond should a similar event occur again. It is also possible that we may need/elect to use this debris removal contract to remove debris from the current disaster in order to more effectively remove the existing debris in a timely manner.

RECOMMENDATION:

Staff recommends approval.

BUDGET CONSIDERATION:

Funding to cover use of the contract if/when awarded, would be provided through the City Manager's emergency spending authority and/or request to the City Commission for a budget amendment at the time of the disaster/emergency requiring use of the contract

Thank you for your favorable attention to this request.

Regular Board of Commissioners

2. h.

Meeting Date: 06/03/2013

Conversion of outdoor warning sirens

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Declare American Signal Corp. a sole source vendor and approve their proposal for conversion of our Federal Signal Telephone line controlled outdoor warning sirens to radio control.

Attachments

Siren Conversion

City of Shawnee Memorandum

To: Honorable Mayor and City Commissioners

Through: Brian McDougal, City Manager

D.L.

From: Donald D. Lynch, Emergency Management Director

Date: May 29, 2013

Re: Proposal to Convert Community Warning Sirens to Radio Control



NATURE OF THE REQUEST:

I am writing to request your approval to declare American Signal Corporation the sole source vendor and approve their proposal for conversion of our Federal Signal Model 2T22 telephone line controlled outdoor warning sirens to radio control.

STAFF ANALYSIS /CONSIDERATIONS:

American Signal is the manufacture of our 14 other radio-controlled outdoor warning devices. The technology used to activate these sirens is proprietary. Therefore in order to be able to activate all sirens simultaneously and through remote control if necessary, we need to convert the telephone control to radio control. The telephone relays were installed in the 1970s and are obsolete. The devices themselves were wired at the same time and time and weather have taken their toll on the motor controls. This proposal will retrofit the activation and motor controls for those Federal Signal sirens currently in use in our City.

RECOMMENDATION:

Staff recommends approval.

BUDGET CONSIDERATION:

The proposed project amount is \$37,550.00

Funding for this project is allocated in the Fiscal Year 2013 budget under line item 301-5-0740-5450 374 0740-54 (\$41,992.92 available)

Thank you for your favorable attention to this request.



AMERICAN SIGNAL CORPORATION

8600 W. Bradley Road, Milwaukee, WI 53224
(800) 243-2911 (414) 358-8000 FAX (414) 358-8008
Website: www.americansignal.com

Client: City of Shawnee
Address: P.O. Box 1448

**Convert Federal 2T22
To Radio Activation from CSC-960**

Quote: 41308-EC
Sales # #52

City, St., ZIP Shawnee, OK 74802-1448

Contact: Don Lynch
Phone: 405-878-1678
Email: dlynch@shawneeok.org

Date: 4/15/2013

Item	Qty.	Model	American Signal Equipment	Unit	Extended Price
RTU-2001 Conversion Kits					
1	7	RTU-2001-AC	Remote Terminal Unit. Stand Alone for Mechanical sirens. (Fiberglass Enclosure)	\$ 3,250.00	\$ 22,750.00
2	7	KIT-FSK-32-AC	FSK Format Card, for AC Mechanical Sirens	Included	
3	7	KIT-Ext. Act. Mech	External Activation - For Use W/O RTU	Included	
4	7	RK-V	TK7180K-30 Watt Kenwood Radio VHF 150-170Mhz	Included	
5	7	KIT-KCT	Kenwood Radio Interface, UHF/VHF MHz	Included	
6	7	ARR-2	Lightning Arrestor	Included	
7	7	OMNI-ANT-7	Antenna, VHF, 35ft coax Omni-Directional	Included	
8	7	CURRENTSENSOR	Part Number 080-0159 Adjustable Current Sensor	Included	
9	7	ROTATESENSOR	Rotate Motor Sensor	Included	
10					
11					
Upgrade CompuLert Software					
12	1	CP-3000 Upgrade	Upgrade for CompuLert™ from Version 4.0 to 6.0	Included	
13					
14					
Installation					
15	LOT	INSTALL	Convert Seven (7) 2T22 Sirens from Land Line Activation to Radio Activation. Install Upgraded CompuLert Software to Existing System and Load in New Sites.	\$ 14,350.00	\$ 14,350.00
16					
17					
Shipping					
18	LOT	FREIGHT	FOB: Milwaukee Wisconsin	\$ 450.00	\$ 450.00
19					
Taxes - Not Included					
20					
21					
22					\$ 37,550.00
23					
24			Project Totals - US Funds		\$ 37,550.00

25% Due with order = \$ 9,387.50

Standard Terms and Conditions:

All Equipment Accounts are 25% due at time of order. **Freight Charges:** FOB Factory, Milwaukee Wisconsin unless otherwise stated in contract requirements. Freight charges will be prepaid and invoiced. Title and risk of loss passes to buyer at FOB Point. **Quoted Prices:** Valid for 30 days from date of quotation. **Installation services:** If installation services are provided in contract, all change orders will be authorized in writing before work is performed outside of the scope of the contract. If during installation of a system we encounter rock that cannot be removed by standard drill and pier methods, all work will stop and the customer will be notified of the situation before work resumes. Special equipment required to penetrate the rock or other site conditions as well as relocation of the site/pole will continue on a cost plus basis once authorized in writing by the customer. These are standard ASC Terms and Conditions and are not reflective of negotiated or proposed contract language under invitations to bid or final requests for proposals. All international orders require a full wire transfer of funds to our bank in Milwaukee, WI.

Regular Board of Commissioners

2. i.

Meeting Date: 06/03/2013

Donated Land

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acceptance of donation of land located on Tucker Street from the Harrison Center, Ltd. and authorization of letters of donation.

Attachments

Donation Memo

Warranty Deed

Donation Letters

CITY OF SHAWNEE

FIRE DEPARTMENT

16 W Ninth
Shawnee, Oklahoma 74801
405-878-1556 • Fax 405-878-1618



ADMINISTRATION

David Short, Fire Chief
405-878-1556

Dru Tischer, Deputy Fire Chief
405-878-1538

May 30, 2013,

To the Board of City Commissioners,

Please consider acceptance of the attached warranty deed from Harrison Center, Ltd. with the physical address of 1601 North Tucker, accepted by the City Commission at the February 4, 2013 meeting for future use as a training facility by the Shawnee Fire Department.

And, also accepting letters of Donation to each member of the Harrison Center, Ltd.

City Staff is recommending approval of acceptance.

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS:

Grantor, **Harrison Center, Ltd.**, in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid, the receipt of which is acknowledged, and the release of Grantor **Harrison Center, Ltd.** from any and all liability for the mortgage indebtedness hereinafter described, and other good and valuable consideration, does grant, bargain, sell and convey unto Grantee **City of Shawnee**, an Oklahoma municipality, the following certain real property in Pottawatomie County, State of Oklahoma:

Yates Addition, Block 2, less 1.29 acres on East Side and all of Block 7, less beginning at the Southwest Corner (SW/C) of Block 7 Northeast 543.85' North 16.5' Southwest 544.03' and S 16.50' to the point of beginning. (*Surface rights only; no mineral rights*)

SUBJECT TO the restriction that, if within ten (10) years of the date of execution of this Warranty Deed, Grantee **City of Shawnee** determines that this real property is not suitable for use by the Shawnee Fire Department, Leonard Taron shall have the option to have this real property revert to him or to relinquish it to Grantee **City of Shawnee**. Ten (10) years after the date of execution, any right of reversion shall lapse, and the **Grantee City of Shawnee** shall have all rights of ownership.

TOGETHER WITH the improvements thereon and tenements and appurtenances thereunto belonging (collectively the "Property").

TO HAVE AND TO HOLD the Property, together with all singular rights and appurtenances unto Grantee **City of Shawnee**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor **Harrison Center, Ltd.**

TO HAVE AND TO HOLD this real property unto Grantee **City of Shawnee**, Grantee's successors, and assigns forever.

DATED effective as of the _____ day of _____, 2013.

HARRISON CENTER, LTD.

BY: _____

[print name]

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This Warranty Deed was acknowledged before me this _____ day of _____, 2013, by _____, _____ of Harrison Center, Ltd.

Notary Public, Comm. # _____

My Commission Expires:

Warranty Deed accepted by the City of Shawnee this _____ day of _____, 2013.

BY: _____
Wes Mainord, Mayor

Attest:

Phyllis Loftis, City Clerk

(SEAL)

2013. Approved as to form and legality this _____ of _____,

Mary Ann Karns, City Attorney

Mayor
WES MAINORD



The City of Shawnee

16 W. 9th St.
P.O. Box 1448
Shawnee, Oklahoma 74802-1448
Tel: (405) 878-1686
Fax: (405) 214-4249
www.ShawneeOK.org

Commissioners
PAM STEPHENS
LINDA AGEE
JAMES HARROD
KEITH HALL
JOHN WINTERRINGER
STEVE SMITH

May 17, 2013

REAL ESTATE DONATION

Donation From: William Austin

Real Estate: Yates Addition, Block 2, less 1.29 acres on East Side and all of Block 7, less beginning at the Southwest Corner (SW/C) of Block 7 Northeast 543.85' North 16.5' Southwest 544.03' and S 16.50' to the point of beginning. (Surface rights only; no mineral rights)

The City of Shawnee accepts the donation of real property described above at a value of \$10,000.

The City of Shawnee will take ownership of the real property.

Mayor Wes Mainord
City of Shawnee

Date

Mayor
WES MAINORD



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May 17, 2013

REAL ESTATE DONATION

Donation From: Jack Loman

Real Estate: Yates Addition, Block 2, less 1.29 acres on East Side and all of Block 7, less beginning at the Southwest Corner (SW/C) of Block 7 Northeast 543.85' North 16.5' Southwest 544.03' and S 16.50' to the point of beginning. (Surface rights only; no mineral rights)

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May 17, 2013

REAL ESTATE DONATION

Donation From: June Bradfield

Real Estate: Yates Addition, Block 2, less 1.29 acres on East Side and all of Block 7, less beginning at the Southwest Corner (SW/C) of Block 7 Northeast 543.85' North 16.5' Southwest 544.03' and S 16.50' to the point of beginning. (Surface rights only; no mineral rights)

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May 17, 2013

REAL ESTATE DONATION

Donation From: Joseph Taron

Real Estate: Yates Addition, Block 2, less 1.29 acres on East Side and all of Block 7, less beginning at the Southwest Corner (SW/C) of Block 7 Northeast 543.85' North 16.5' Southwest 544.03' and S 16.50' to the point of beginning. (Surface rights only; no mineral rights)

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May 17, 2013

REAL ESTATE DONATION

Donation From: Leonard Taron

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The City of Shawnee will take ownership of the real property.

Mayor Wes Mainord
City of Shawnee

Date

Regular Board of Commissioners

2. j.

Meeting Date: 06/03/2013

Accept sewer line and place maint bond

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Accept Improvements to Sewer Lift Station located at the intersection of Acme Road and MacArthur Street and place maintenance bond into effect.

Attachments

Accept and Maint Bond



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

MEMORANDUM

AGENDA: June 3, 2013

TO: Shawnee City Commission

FROM: Justin Erickson, Planning Director 

RE: Acceptance of Lift Station; Acme Road and MacArthur Street

Nature of the Request

Staff requests acceptance of the rehabilitated lift station located just north of the intersection of Acme Road and MacArthur Street along the east side of Acme Road.

Staff Analysis, Considerations

The subject lift station was originally installed in 1998 as part of the Ashford Place apartment development. It was intended at that time that ownership and maintenance of the lift station would rest with the City of Shawnee. However, certain improvements to the facility were never completed. Subsequently, the Kickapoo Tribe of Oklahoma constructed a casino facility west of Acme Road in 2012 and agreed to make the necessary improvements to the lift station. Easements for the facility have been provided previously and the developer of Belmont Park has provided additional right-of-way concurrent with site development. Belmont Park is a 25-unit multi-family development located immediately north/northeast of the lift station. Belmont Park is presently under construction.

Recommendation

Staff respectfully requests that the City Commission accept the Lift Station at Acme Road and MacArthur Street and place the maintenance bond into effect.

Budget Consideration

The Shawnee Municipal Authority (SMA) maintains other lift stations throughout the City and acceptance of this lift station will add to maintenance responsibilities. However, such as situation is preferred as there are now three major independent users of the station and the SMA is the entity best able to handle long-term management of the facility. The Kickapoo Tribe has provided a \$10,000 Maintenance Bond, which should eliminate SMA expense until May 2015. In addition, any upgrades to the system necessary as a result of additional development will be the responsibility of the developer at that time.



OLD REPUBLIC SURETY COMPANY

MAINTENANCE BOND

Bond No. LFB-1087184

KNOW ALL MEN BY THESE PRESENTS:

That, KICKAPOO TRIBE OF OKLAHOMA, 25230 E. HIGHWAY 62, McLOUD, OK 73045

_____ as Principal,
and OLD REPUBLIC SURETY COMPANY, a corporation organized under
the laws of the State of WISCONSIN and authorized to do a surety business in
the State of OKLAHOMA, as Surety, are held and firmly bound
unto the CITY OF SHAWNEE, as obligee

in the sum of TEN THOUSAND DOLLARS AND 00/100****

(\$ 10,000.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

SEALED with our seals and dated this 20th day of May, 20 13.

WHEREAS, on the N/A day of N/A, 20 --, the said principal as contractor, entered into a contract for:

N/A -- Work represents Principal's improvements to Lift Sewer Station performed within the
City of Shawnee, Oklahoma

for the sum of N/A

(\$ N/A); and,

WHEREAS, under the terms of the specifications for said work, the said principal is required to give a bond in the amount of
TEN THOUSAND DOLLARS AND 00/100**** (\$ 10,000.00), to protect the
obligee against the result of faulty materials or workmanship for a period of TWO year(s) from and after the date of the completion and
acceptance of same, namely, until 20th day of May, 20 15.

Now, THEREFORE, if the said principal shall for a period of TWO year from and after the date of the completion and acceptance of same
by said obligee replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, then
the above obligation to be void; otherwise to remain in full force and effect.

KICKAPOO TRIBE OF OKLAHOMA

By [Signature] Principal

OLD REPUBLIC SURETY COMPANY

By [Signature] Surety
Attorney-in-Fact

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JOHN F. SULLIVAN, BARBARA J. ANDERSON, LENA FRANCES SULLIVAN, STACY WASHBURN, SULTRA J. THOMPSON, OF ARDMORE, OK

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS(\$250,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

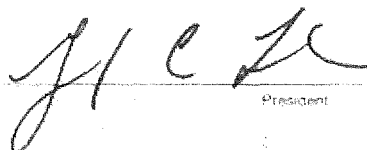
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4TH day of DECEMBER, 2012.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

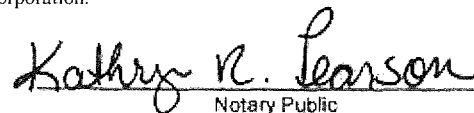



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 4TH day of DECEMBER, 2012, personally came before me, Gerald C. Leach and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My commission expires: 9/28/2014

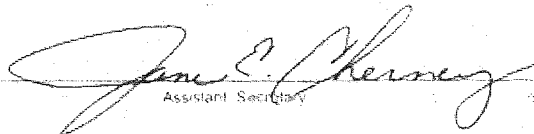
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-8929



Signed and sealed at the City of Brookfield, WI this _____ day of _____.


Assistant Secretary

JOHN F. SULLIVAN, INC.

Kickapoo Tribe of Oklahoma

IN THE DISTRICT COURT

P.O. Box 70
407 N. Hwy 102
McLoud, Oklahoma 74851

MAY 09 2013

Administration Department
Phone: 405-964-4227; Fax: 405-964-4265
Email: kwilson@kickapootribeofoklahoma.com

RESOLUTION

DOCKET PAGE
KICKAPOO TRIBE OF OKLAHOMA
COURT CLERK
BY Orange DEPUTY

KTO-2013-34

A RESOLUTION DULY ADOPTED BY THE BUSINESS COMMITTEE OF THE KICKAPOO TRIBE OF OKLAHOMA AUTHORIZING THE PURCHASE OF A MAINTENANCE BOND TO COVER PROPER OPERATION OF LIFT STATION WITHIN THE CITY LIMITS OF SHAWNEE, OKLAHOMA, AT AND FOR THE NEW KICKAPOO CASINO DEVELOPMENT SITE

WHEREAS, the Kickapoo Tribe of Oklahoma is a Federally recognized Native American Tribe pursuant to the *Thomas-Rogers Oklahoma Indian Welfare Act of June 26, 1936, (49 Stat. 1967)*; and

WHEREAS, the Business Committee of the Kickapoo Tribe of Oklahoma is authorized to speak and act on behalf of the Tribe pursuant to the *Kickapoo Tribe of Oklahoma Constitution and By laws, Article V, Section 1 (a)*; and

WHEREAS, the Business Committee has authorized further Tribal economic development on land held in Federal trust for and on behalf of the Kickapoo Tribe of Oklahoma within the City of Shawnee, Oklahoma; and

WHEREAS, the City of Shawnee, Oklahoma, has requested that the Kickapoo Tribe of Oklahoma secure a maintenance bond for a lift station as to cover professional installation and operation for such lift station; and

WHEREAS, the Business Committee upon careful review and consideration does hereby authorize the purchase of a maintenance bond, in the amount not to exceed Ten Thousand Dollars (\$10,000), and with such maintenance bond being for a period of two (2) years; and

WHEREAS, the Business Committee in the acceptance of such maintenance bond does not waive the legal doctrine of Tribal government sovereign immunity and does so to further the Tribe's working relationship with the City of Shawnee, Oklahoma.

NOW, THEREFORE BE IT RESOLVED, that the Business Committee of the Kickapoo Tribe of Oklahoma does hereby authorize the purchase of a maintenance bond to cover the installation and operation of a lift station, at the new Kickapoo Casino development site in the City of Shawnee, Oklahoma, in the amount of Ten Thousand Dollars (\$10,000), and with such bond to extend for a two (2) year period.

Gilbert Salazar
APETOCA
CHAIRMAN

Boyd Ponkilla
ADAMDATA
VICE-CHAIRMAN

Patricia Gonzales
MOKITANOCUA
SECRETARY

Jennell Downs
KISAKODICUA
TREASURER

John Scott
DAKIPOA
COUNCILMAN

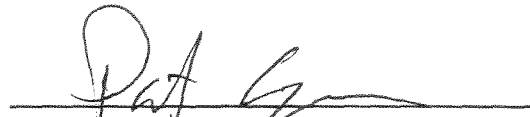
BE IT FURTHER RESOLVED, that the Chairman of the Business, or designated staff, are authorized to undertake such measures to implement the objective of this Resolution.

CERTIFICATION

We, Gilbert Salazar, Chairman, and Patricia Gonzales, Secretary, serving in our official duties as members of the Kickapoo Tribe of Oklahoma Business Committee, do hereby certify that the above Resolution is a true and exact original as authorized by the Business Committee, at a meeting of the Business Committee, held on May 7, 2013, with a quorum present, and the vote being four (4) in favor, none (0) opposed, and one (1) abstaining.



Gilbert Salazar, Chairman
Business Committee
Kickapoo Tribe of Oklahoma



Patricia Gonzales, Secretary
Business Committee
Kickapoo Tribe of Oklahoma

Regular Board of Commissioners

5.

Meeting Date: 06/03/2013

SPD Accreditation Credentials

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Presentation of Shawnee Police Department Accreditation Credentials by Lt. Jim Spearman, Norman Police Department and presentation of award to Lt. Ken King for efforts in this endeavor.

Regular Board of Commissioners

6.

Meeting Date: 06/03/2013

Future Bond Financing Info

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Presentation by John Waldo of BOSC, Inc. and

Allan Brooks of The Public Finance Law Group regarding preparation for future bond financing.

Regular Board of Commissioners

7.

Meeting Date: 06/03/2013

Permit in Lieu of Franchise Tax

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action to enter into a Permit in Lieu of Franchise with Unite Private Network for placing equipment in the Rights of Way of the City of Shawnee in order to provide services to Shawnee Public Schools.

Attachments

Permit

Map

PERMIT FOR THE USE OF RIGHT OF WAY

This Permit is between the CITY OF SHAWNEE, OKLAHOMA, an Oklahoma home rule municipality (the “Grantor”) and UNITE PRIVATE NETWORKS, LLC, a Delaware corporation (the “Grantee”).

The Grantor, having determined that the Grantee has sufficient financial, legal and technical ability to provide Wide Area Network Leasing and Services (“WAN System”) within the City of Shawnee, including making use of the rights of way of the Grantor, desires to enter into this Permit with Grantee for the construction and operation of the WAN System on the terms as set forth herein.

SECTION 1 **DEFINITION OF TERMS**

- 1.1 **Terms.** For the purpose of this Permit, the following terms, phrases, words and their derivations shall have the meaning set forth below. When not inconsistent with the context, words used in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning. Notwithstanding anything herein to the contrary, all definitions shall be interpreted as being consistent with applicable law.
- A. “Board of Commissioners” or “City Commission” shall mean the governing body of the Grantor.
 - B. “City Engineer” shall mean the person designated by the City Manager to perform engineering services for the Grantor.
 - C. “City Manager” shall mean the City Manager of the City of Shawnee.
 - D. “Customer” shall mean any person contracting with the Grantee for its services.
 - E. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles received by the Grantee from the operations of the WAN System in the Service Area; provided, however, that such phrase shall not include: (1) any taxes, fee, or assessment of general applicability or other Permit imposed costs collected by the Grantee from its customers for pass-through to a government agency; (2) Permit Fees paid by the Grantee to the Grantor; (3) unrecovered bad debt; and (4) credits, refunds, and deposits paid to its Customers.
 - F. “Permit” shall mean the non-exclusive rights granted pursuant to this Permit to construct, operate and maintain a WAN System within the Service Area.

- G. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. "Public School" shall mean any state-accredited K-12 public school located within the Service Area.
- I. "Service Area" shall mean the City Limits of the City of Shawnee, Oklahoma.
- J. "State" shall mean the State of Oklahoma.
- K. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, or by any Trust of which the Grantor is the Beneficiary, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the WAN System.
- L. "System" shall mean the Wide Area Network Facilities and Services.
- M. "Wide Area Network Facilities" shall mean the equipment, fiber optic connections, and other equipment connected therewith in the provision of services to Customers of Grantee.
- N. "WAN System" shall mean such services as may be provided by Grantee to its customers, but does not include telephone or television services.

SECTION 2

GRANT OF PERMIT

2.1 Grant. The Grantor grants to the Grantee a non-exclusive Permit that authorizes the Grantee to erect, construct, operate, and maintain in, upon, along, across, above, over, and under the Streets, now in existence and as may be created or established during its terms, any poles, wires, cable, underground conduits, manholes, other conductors, and fixtures necessary for the maintenance and operation of a WAN System.

2.2 Term. This Permit and the rights, privileges and authority granted shall be for an initial term of eight (8) years, commencing on the Effective Date of this Permit, as set out in Section 8.9, unless otherwise lawfully terminated in accordance with the terms of this Permit.

2.3 Other Ordinances and Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinances, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding

the obligations of the Grantee that are granted by this Permit. This Permit is a contract, and Grantee reserves the right to challenge the provisions of any ordinance that conflict with its contractual rights, either now or in the future. In the event of a conflict between any ordinance and this Permit, the Permit shall control, provided, however, that the Grantee agrees that it is subject to the lawful exercise of the police power of the Grantor.

2.4 Permit in Lieu of Franchise. Grantor and Grantee agree that this Permit is in lieu of a Franchise. Should any court of competent jurisdiction find that the provision of WAN Services requires a vote of the people as set forth in Art. 18, § 7, of the Oklahoma Constitution, Grantor agrees to expedite, the extent allowed by law, the holding of such an election.

SECTION 3

CONDITIONS OF STREET OCCUPANCY

3.1 System Construction. All transmission lines of whatever nature, equipment, and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any Street by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such Street.

3.2 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

3.3 Safety. The WAN System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

3.4 Compliance with Codes and Regulations. Construction, operation, and maintenance of the WAN System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state and local regulations and the National Electric Safety Code. The Grantee shall adhere to the Grantor's building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the WAN System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to public utility companies and others operating in the Service Area.

3.5 Underground Construction. The WAN System of the Grantee shall be installed underground in those Service Areas where existing telephone and electric systems are both underground at the time of WAN System construction. In those areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the exiting aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. Nothing in this section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances. In the event that any telephone or electric utilities are reimbursed by Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric, or other utilities, including cable television.

3.6 Restoration of Streets. If during the course of the Grantee's construction or maintenance of the WAN System there occurs a disturbance of any Street by the Grantee, Grantee shall replace and restore such Street to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

3.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance notice to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of the Grantee when lawfully required by the Grantor pursuant to its lawful police powers. The Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor's rights-of-way are responsible for the costs related to their facilities. The Grantee shall in all cases have the right of abandonment of its property.

3.8 Relocation for a Third Party. The Grantee shall, on the request of a Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in, or remove from the Street as necessary any property of the Grantee, provided that: (1) the expense of such is paid by any such Person benefiting from the relocation; (2) the Grantee is given reasonable advance notice to prepare for such changes, and, (3) if required by the Grantee, that such payment is made in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

3.9 Removal in an Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the reasonable judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless the Grantor acted in a negligent manner.

3.10 Reimbursement of Costs. If funds are available to any Person using the Streets for defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If

the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

3.11 Tree Trimming. Grantee or its designee shall have the authority to trim trees or other natural growth at its own expense in the public rights-of-way as may be necessary in order to access and maintain the WAN System and to protect its wires and facilities.

SECTION 4

INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Grantor, its officers, boards, and employees from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury, caused by the negligence of the Grantee in the construction or operation of the WAN System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this Section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle, or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor, and the cost of the separate counsel shall be the responsibility of the Grantor.

4.2 Insurance. The Grantee shall maintain in full force and effect, at its own cost and expense throughout the term of the Permit, Commercial General Liability Insurance in an amount of \$1,000,000 combined single limit for bodily injury and property damage. The Grantor shall be designated as an additional insured. Upon written request, the Grantee shall furnish the Grantor with a certificate of insurance evidencing such coverage.

SECTION 5

REGULATION BY THE GRANTOR

5.1 Permit Fee. Grantee shall pay to the Grantor an annual Permit fee in an amount equal to three percent (3%) of the annual Gross Revenue as defined in Section 1.1 of this Agreement.

5.1.1 Permit fee payments due to the City of Shawnee shall be payable monthly within thirty (30) days after the end of each calendar month. A statement of Gross Revenue showing the basis for the computation of the fee shall accompany each payment. Any payment not received after 60 days after notice from Grantor of non-payment of late fee of three percent (3%) will be assessed and payable to Grantor.

5.1.2 For a period of three (3) years from the date of the receipt of any payment, no acceptance of any payment shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount, nor shall acceptance of

payment be construed as a release of any claim the Grantor may have for further or additional sums payable under this Agreement by the Grantee.

5.1.3 Audits to verify Permit fee payments may be conducted by the Grantor on behalf of the City Commission for a period of three (3) years after any payment is made. The Grantee will make available to the Grantor for review but not copying all records relevant to auditing and verifying fee agreement to protect the confidentiality of Grantee's records. The Grantee shall reimburse the Grantor for the Grantor's reasonable out-of-pocket costs if the audit results in an increase, by more than five percent (5%) of the Grantee's annual Permit fee payment to the Grantor for the year in question.

5.1.4 If this Agreement is terminated for any reason (other than through the issuance of a renewal or superseding Permit), during a calendar quarter, the Grantee will submit a permit fee payment that is prorated from the end of the last quarter through the date of termination. The Grantee shall file with the Grantor within ninety (90) calendar days of the date its operations in the Grantor cease, a financial statement, certified by the certified public accountant or an authorized representative of the Grantee, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. Adjustments will be made at that time for Permit fees then due to the date that the Grantee's operations under the terminated Permit ceased.

5.1.5 The Permit granted hereunder shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the City Commission, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the WAN System to secure indebtedness.

SECTION 6

RECORDS AND REPORTS

6.1 Inspection of Records/Reports

6.1.1 The Grantor shall have the right to inspect, upon reasonable written notice and during normal business hours, or require Grantee to make available within a reasonable time, access to those records maintained by Grantee which relate to WAN System operations including specifically Grantee's Gross Revenues records and an annual financial report; provided, however, Grantee may withhold records it deems to be confidential and proprietary. Grantee shall produce such books and records for Grantor's inspection at Grantee's local office or at another mutually agreed upon location.

6.1.2 The Grantor acknowledges that some of the records that may be provided by Grantee may be classified as confidential and/or trade secret information and

therefore may subject Grantee to competitive disadvantage if made public. The Grantor shall therefore maintain the confidentiality of any records provided to it by Grantee that are identified by Grantee in writing as “confidential” or “trade secret.” Upon receipt of demand from a third party, government agency or regulatory body for disclosure of records, the Grantor shall advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such records before the proposed release. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee’s books and records marked confidential or trade secret as set forth above. The Grantor shall be liable to Grantee for any damages resulting from Grantor’s failure to strictly comply with this Section.

6.1.3 Grantee shall provide written notice to Grantor of any default or bankruptcy proceeding that directly or indirectly involves the franchise granted herein.

6.1.4 Grantee shall provide notice to Grantor of any petition to file for bankruptcy or reorganization involving any bankruptcy proceeding.

SECTION 7

ENFORCEMENT AND REVOCATION

7.1 Notice of Violation. In the event that the Grantor believes that the Grantee has not complied with the terms of the Permit, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance, including the section or sections of the Permit Grantee is alleged to have violated and the facts and circumstances leading the Grantor to conclude a violation has occurred (the “Violation Notice”).

7.2 Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, which shall toll the running of the thirty (30) day time period herein, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps taken and the projected date that such default will be completed.

7.3 Public Hearing. In the event that the Grantee fails to respond to the Violation Notice received from the Grantor, or in the event that the alleged default is not remedied within the cure period set forth above, or if Grantee contests the assertion of noncompliance, and the City intends to continue its investigation into the default, the Grantor shall schedule a public hearing. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place, and purpose of such hearing. The notice of hearing shall be published by the Clerk of the

Grantor in a newspaper of general circulation in the Service Area if required by applicable law.

7.4 Enforcement. In the event the Grantor, after the hearing set forth in subsection 7.3 above, determines that the Grantee is in default of any provision of the Permit, the Grantor may:

7.4.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

7.4.2 Commence an action at law for monetary damages or seek other equitable relief; or

7.4.3 In the case of a substantial default of a material provision of the Permit, seek to revoke the Permit itself in accordance with subsection 7.5 below.

7.5 Revocation

7.5.1 Should the Grantor seek to revoke a Permit, after following the procedures set forth above in this Section 7, the Grantor shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objections and provide any explanation, or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from the Grantee, it may then seek to revoke the Permit at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Permit.

7.5.2 At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Permit shall be revoked. The decision of the City Commission shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor *de novo*. The Grantee may continue to operate the WAN System until all legal appeal procedures have been exhausted.

7.5.3 Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation. The Grantor may, at its sole discretion, take any lawful action that it deems appropriate to enforce its rights under the Permit in lieu of revocation of the Permit.

7.5.4 Upon revocation of the Permit, Grantee may remove the WAN System from the Streets of Grantor, or abandon the WAN System in place.

SECTION 8

MISCELLANEOUS PROVISIONS

8.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Permit, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's WAN System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

8.2 Minor Violations. The parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures, or revocation of the Permit for violations of the Permit where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Customers.

8.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, any party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.4 Equal Protection. The Grantor shall not authorize or permit any Person to enter into the Grantor's Streets for the purpose of constructing or operating a WAN System to any part of the Service Area on terms or conditions more favorable or less burdensome to such Person than those applied to the Grantee pursuant to this Permit, in order that one operator not be granted an unfair competitive advantage over another and to provide all parties equal protection under the law.

8.5 Notices. Unless otherwise expressly agreed between the parties, all notices, responses, reports, or demands required to be given under this Permit shall be in writing and shall be deemed to be given when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand-delivered with receipt/acknowledgement; b) upon receipt when sent certified mail or registered mail; or c) within five (5) business days after having been posted in the regular mail.

If to the Grantor:	City of Shawnee Attention: City Manager PO Box 1448 Shawnee, OK 74802
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With a copy to: City of Shawnee
Attention: City Attorney
PO Box 1448
Shawnee, OK 74802

If to the Grantee: Matthew Van Hoesen
950 W 92 HWY Suite 203
Kearney, MO 64060

8.6 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Permit is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, or by any state or federal regulatory authority, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other Section sentence, clause, phrase, or portion hereof, all of which will remain in full force and effect for the term of this Permit.

8.7 Entire Agreement. This Permit sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations, and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and therein, and are superseded hereby and thereby.

8.8 Administration of Permit. This Permit is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications, or amendments to this Permit must be made in writing, signed by the Grantor and the Grantee.

8.9 Effective Date. The Effective Date of this Permit is ____ day of _____, 2013, pursuant to the provisions of applicable law. Considered and approved this ____ day of _____, 2013.

CITY OF SHAWNEE, OKLAHOMA, GRANTOR

BY: _____
WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

(SEAL)

Approved as to form and legality this _____ day of _____, 2013.

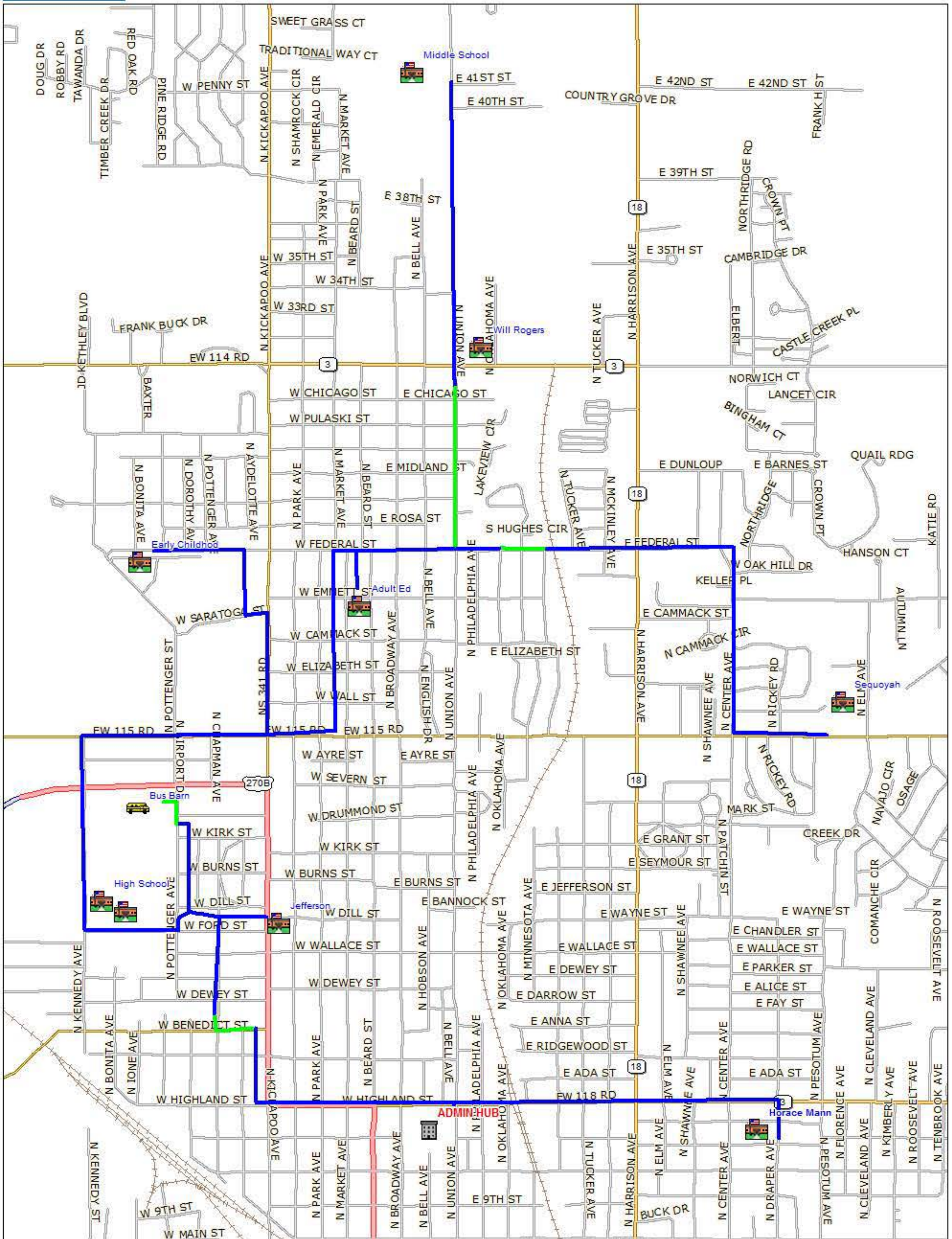
MARY ANN KARNS, CITY ATTORNEY

Accepted this _____ day of _____, 2013, subject to applicable federal, state, and local law.

UNITE PRIVATE NETWORKS, GRANTEE

BY:

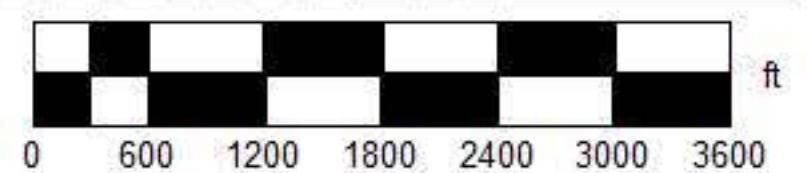
Name: _____
Title: _____



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Regular Board of Commissioners

8.

Meeting Date: 06/03/2013

Ordinance Permit in Lieu of Tax

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on an Ordinance granting a permit in lieu of franchise to Unite Private Network for the use of the rights of way of the City of Shawnee for the purpose of providing Wide Area Network Services to the Shawnee Public Schools; providing for permits; providing for a fee; providing other measures for operations in the City of Right of way, all as more fully set out in the permit; authorizing the appropriate city officials to execute the permit; providing for severability; providing for codification and declaring an emergency.

Attachments

Ordinance for Permit

ORDINANCE NO. _____

An Ordinance Granting a Permit in Lieu of Franchise to Unite Private Network, LLC, for the Use of the Rights of Way of the City of Shawnee for the Purpose of Providing Wide Area Network Services to the Shawnee Public Schools; Providing for Permit; Providing for a Fee; Providing Other Measures for Operations in the City of Right of Way, All as More Fully Set Out in the Permit; Authorizing the Appropriate City Officials to Execute the Permit; Providing for Repealer; Providing for Severability; Providing for Codification and Declaring an Emergency.

WHEREAS, Unite Private Network, LLC, desires to use the rights of way of the City of Shawnee for the purpose of providing Wide Area Network Services to the Shawnee Public Schools; and

WHEREAS, Unite Private Network, LLC, has provided sufficient information regarding the type and location of its facilities to allow officials of the City to determine whether such services can be accommodated within the rights of way; and

WHEREAS, the City Commission finds that Unite Private Network, LLC, has the technical ability to carry out its services; and

WHEREAS, the City of Shawnee and Unite Private Network, LLC, have agreed to terms and conditions for the use of the rights of way, all as more fully set out in the Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the terms and conditions are no more nor less favorable than those existing in other permits and franchises; and

WHEREAS, the City Commission finds that the fee assessed for the use of the rights of way is reasonably calculated to defray the costs to the City and is equal to the fee charged to other entities within the rights of way:

Now, therefore, be it ordained by the Mayor and City Commissioners of the City of Shawnee, Oklahoma that:

SECTION 1. The Permit in Lieu of Franchise attached as Exhibit "A" is approved.

SECTION 2. Appropriate city officials are authorized to execute the Permit.

SECTION 3: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

SECTION 4: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

SECTION 5: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION 6: EMERGENCY. Because it is necessary for the protection of the public's health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this 6th day of June, 2013.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK
(SEAL)

EMERGENCY SEPARATELY MOVED AND APPROVED this 6th day of
June, 2013.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK
(SEAL)

APPROVED AS TO FORM AND LEGALITY THIS 6th day of June, 2013.

MARY ANN KARNS
CITY ATTORNEY

Regular Board of Commissioners

9. a.

Meeting Date: 06/03/2013

Open Bid Municipal Auditorium Renovation

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Exterior Restoration, Exterior Painting, and Window Replacement for the Shawnee Municipal Auditorium Building (Open)

Attachments

Notice to Bidders

Bidders List

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma, up to 4:00 p.m., Monday, June 3, 2013, for:

**Exterior Restoration, Exterior Painting, and Window Replacement
For the Shawnee Auditorium Building
400 N. Bell
Shawnee, Oklahoma**

Instructions and bid documents are available to qualified bidders at the Fairview Cemetery office located at 1400 N. Center Street Shawnee, Oklahoma 74801 from 8:00 am to 4:00 pm Monday – Friday.

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

**BID – Exterior Restoration, Exterior Painting, and Window Replacement
For the Shawnee Auditorium Building
June 3, 2013**

The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee at 16 W. 9th Street, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9th Street Shawnee, Oklahoma 74801, at 6:30 p.m., Monday, June 3, 2013.

The City of Shawnee reserves the right to reject any or all bids.



By: Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, A Municipal Corporation

By: Brian E. McDougal
Brian E. McDougal, City Manager

Bidders List

Quality Homes, LLC.
PO Box 30137
OKC, Ok 73140

Zach Parratt
11413 Spring Creek Rd
OKC, OK 73162

bids@bidocean.com

bids3@prime-vendor.com

eplan@eplanbidding.com

sheckler@ISQFT.com

project@bidnews.com

Maguire Brothers Inc.
900 W. Wilshire Blvd
Eloise@maguireohara.com

Reed Construction Data
30 Technology Parkway S
Suite 500
Norcross, GA 30092
joe.schremser@reedbusiness.com

Craig Contractors
Gary Craig
818-7776