

AGENDA
BOARD OF CITY COMMISSIONERS
May 2, 2016 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Minutes from the April 18, 2016 regular meeting.
 - b. Acknowledge the following minutes:
 - Community Service Contracts Review Minutes from November 23, 2015 and April 12, 2016 meetings.
 - c. Request Authorization to advertise for bids the Rehab Asphalt Streets Maintenance Project FY15-16.
 - d. Request Authorization to purchase the Centracs – Advanced Transportation Management System.
 - e. Request Authorization to Purchase from the State Bid a Ford Explorer for the Engineering Department.
 - f. Confirm and approve City Manager's hiring of Mason Wilson as Police Chief.
 - g. Lake Lease Renewal:

RENEWAL

 - Lot 16 Eckel Tract, 15001 Colson Lane
Lessees: Conrad Thompson
 - h. Approve renewal of the following contracts with no changes from prior year for FY 2016-2017:
 1. Pottawatomie County Public Safety Center Jail Services Agreement.
 2. Visit Shawnee, Inc.

2. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
3. Mayor's Proclamations:

“National Travel and Tourism Week”
May 1-7, 2016

“Better Hearing Month”
May 2016
4. Consider a resolution authorizing Wes Mainord, Mayor, to cast a ballot for the Oklahoma Municipal Assurance Group (OMAG) election of Mary Rupp, City Manager of Perry, Oklahoma as trustee.
5. Overview of preliminary budget for FY 2016-2017.
6. Consider Bids:
 - a. Union Street Sidewalk Projects, Contract No. COS-PW-15-01 (Award)
 - b. Auditorium HVAC Project (Award)
7. City Manager Report
8. New Business

(Any matter not known about or which
could not have been reasonably foreseen
prior to the posting of the agenda)
9. Commissioners Comments
10. Discussion , consideration and possible action to go into Executive Session to discuss potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).
11. Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).
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

1. a.

Meeting Date: 05/02/2016

CC Minutes 04-18-2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the April 18, 2016 regular meeting.

Attachments

CC Minutes 04-18-2016

BOARD OF CITY COMMISSIONERS PROCEEDINGS

APRIL 18, 2016 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, April 18, 2016 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

Vacant

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

Lesa Shaw

Commissioner Ward 5

Micheal Dykstra

Commissioner Ward 6

ABSENT: None

INVOCATION

The Lord's Prayer

FLAG SALUTE

Led by Vice Mayor Harrod

By the power of the Chair, Agenda Item No. 4 was moved prior to Agenda Item No. 1.

AGENDA ITEM NO. 4:

Introduction of Shawnee 2016 student/teacher delegation for exchange trip to Nikaho, Japan.

ADULT DELEGATES

Kelli Tatom, Teacher, Shawnee Middle School

Jessica Brown, Chairman, Teacher, Shawnee Middle School

STUDENT DELEGATES

Baylor Brannan, Shawnee Middle School
Kaydyn Drummond, Shawnee Middle School
Andie Hadley, Shawnee Middle School
Hanaa Saidi, Shawnee Middle School
Olivia Stobbe, Shawnee Middle School
Emily Lincicome, Grove Middle School
Mackenzie Steele, Grove Middle School
Ella Swantek, Grove Middle School

Teacher Delegate Kelli Tatom, introduced Jessica Brown, Sister Cities Chairman. Ms. Brown introduced each of the student delegates.

At this time, Commissioner Shaw made a motion to remove Agenda Item No. 9 from consideration at this meeting due to the decision of the Planning Commission to defer it at their April 6th meeting. City Attorney Joe Vorndran advised that the item could not be removed from the City Commission Agenda but could be deferred. Agenda Item No. 9 was then considered by the Commission.

AGENDA ITEM NO. 9:

Public hearing and consideration of an ordinance to rezone property located at 1500 East Independence Street from R-1; Single Family Residential to PUD; Planned Unit Development. Case No. P03-16; Applicant: The Landrun Group, LLC (Deferred by Planning Commission to May 4, 2016 meeting)

A motion was made by Commissioner Shaw, seconded by Commissioner Dykstra, to defer the ordinance rezoning property located at 1500 East Independence Street from R-1; Single Family Residential to PUD; Planned Unit Development until after the Planning Commission meeting. Motion carried 6-0.

AYE: Shaw, Dykstra, Agee, Harrod, Mainord, Hall

NAY: None

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 14.

- b. Minutes from the April 4, 2016 regular meeting.
- c. Acknowledge the following reports and minutes:
- License Payment Report for March 2016
 - Project Payment Report for March 2016
 - Shawnee Urban Renewal Authority Minutes from January 5, 2016 meeting
 - Shawnee Civic and Cultural Development Authority Minutes from February 18, 2016 meeting
 - Planning Commission Minutes from March 2, 2016 meeting
- d. Mayor's Appointments
- Shawnee Urban Renewal Authority
- | | | |
|--|------------------------------|--------------------|
| Stephen Rice | 1 st Partial Term | Expires 02/02/2018 |
| <i>Replaces Wayne Jackson – Resigned</i> | | |
| Renee Wortham | 1 st Full Term | Expires 02/02/2019 |
| <i>Replaces Patty Nida – Termed Out</i> | | |
- e. Acknowledge Workers Compensation Settlement – Greg Price
- f. Authorize staff to advertise for bids for the Rehab Concrete Streets Maintenance Contract.
- g. Authorize staff to advertise for bids the A.D.A. Handicap Ramps Project.

A motion was made by Commissioner Dykstra, seconded by Commissioner Hall, to approve the Consent Agenda Item Nos. 1 (a-g). Motion carried 6-0.

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

AGENDA ITEM NO. 3:

Presentation by City Manager to Employee of the Month, Geoff Garner, Operations Department.

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

AGENDA ITEM NO. 5:

Consider a resolution declaring real property known as Lot 5 and Lot 6, Yahgnee Addition as surplus, authorizing staff to solicit sealed bids to sell the property and set a minimum bid.

Resolution No. 6509 was introduced.

A RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED AT LOTS 5 AND 6, YAHGNEE ADDITION SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID PROPERTY; AND AUTHORIZING STAFF TO ADVERTISE FOR SEALED BIDS FOR THE SALE OF SAID PROPERTY.

City Manager Justin Erickson stated that this property was discussed at the March 25, 2016 workshop with the Commissioners. He stated there are three options to sell the property: (1) public auction; (2) sealed bids; and (3) open market. Staff suggested to solicit sealed bids.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve a resolution declaring real property known as Lot 5 and Lot 6, Yahgnee Addition as surplus, authorizing staff to solicit sealed bids to sell the property and set a minimum bid of \$300,000.00. Motion carried 6-0.

AYE: Harrod, Agee, Mainord, Hall, Shaw, Dykstra

NAY: None

AGENDA ITEM NO. 6:

Consider funding request by the Shawnee Veterans Memorial Committee to complete the Veterans Memorial in Woodland Veterans Park.

Mr. Bill Ford stated that the requested funds are to purchase granite panels to complete the last remaining item for the Veterans Memorial. These panels will include all of the names of veterans who lost their lives during service since the

Spanish-American War. He requested \$30,000.00 matching funds from the City this fiscal year and \$30,000.00 matching funds for the next fiscal year.

City Manager Justin Erickson stated that the City does have adequate funds for this project. Mr. Erickson also stated that the City has tentative budget room to reserve \$30,000.00 for the next fiscal year. Vice Mayor Harrod said that he would like to set aside \$30,000.00 for next fiscal year's budget. City Attorney Vorndran advised that the City could not ear-mark funds for next fiscal year.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to award \$30,000.00 to the Shawnee Veterans Memorial Committee for purchase of the granite panels. Motion carried 6-0.

AYE: Harrod, Agee, Mainord, Hall, Shaw, Dykstra

NAY: None

AGENDA ITEM NO. 7:

Consideration of approval of a Preliminary Plat for Timbers Park, a re-plat of Block 12, the Timbers Addition, located at Oaktree Court and Bent Tree Road. Case No. S07-16 Applicant: The Landrun Group, LLC.

A staff report was given by Justin DeBruin, Community Development Director, regarding both Agenda Item Nos. 7 and 8. Mr. DeBruin stated that there was possibly some confusion by the Planning Commission regarding piping that had been laid. He had learned after the Planning Commission meeting that installation of the pipes had been approved. He stated that staff had no objection for approval of both the preliminary and final plats with the conditions.

A motion was made by Commissioner Agee, seconded by Vice Mayor Harrod, to approve a Preliminary Plat for Timbers Park, a re-plat of Block 12, the Timbers Addition, located at Oaktree Court and Bent Tree Road, with the following conditions:

1. Provide the property boundary for the Preliminary Plat.
2. Submittal and approval of sanitary sewer plans by the City Engineer.
3. Submittal and approval of drainage/detention plans by the City Engineer.
4. All other applicable City standards apply.

Motion carried 5-1.

AYE: Agee, Harrod, Mainord, Hall, Dykstra

NAY: Shaw

AGENDA ITEM NO. 8:

Consideration of approval of a Final Plat for Timbers Park, a re-plat of Block 12, the Timbers Addition, located at Oaktree Court and Bent Tree Road. Case No. S08-16
Applicant: The Landrun Group, LLC.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve a Final Plat for Timbers Park, a re-plat of Block 12, the Timbers Addition, located at Oaktree Court and Bent Tree Road, with the following conditions:

1. Present Lot 5 as a Common Area, instead of as a lot.
2. Final construction documents must be approved by the City Engineer prior to construction.
3. The final engineered drainage plan must be approved by the City Engineer prior to construction.
4. All other applicable City standards apply.

Motion carried 5-1.

AYE: Harrod, Agee, Mainord, Hall, Dykstra

NAY: Shaw

AGENDA ITEM NO. 10:

Discussion, consideration and possible action to authorize staff to enter into a contract to remodel the Emergency Operations Center (EOC).

A staff report was given by Emergency Management Director Don Lynch regarding the remodel of the EOC. Mr. Lynch stated that the EOC is in need of remodeling, including new flooring, wallboard, and the removal of two walls. He reported that the lowest estimate he received on the project was over the City Manager's spending authority.

A motion was made by Commissioner Dykstra, seconded by Commissioner Hall, to authorize staff to enter into a contract with Advanced Maintenance Company in the amount of \$24,840.00 with flooring to be purchased separately. Motion carried 6-0.

AYE: Dykstra, Hall, Shaw, Agee, Harrod, Mainord

NAY: None

AGENDA ITEM NO. 11:

Discussion, consideration and possible action to approve a Budget Amendment for remodel of the Emergency Operations Center (EOC).

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve a Budget Amendment for remodel of the Emergency Operations Center. Motion carried 6-0.

AYE: Harrod, Hall, Shaw, Dykstra, Agee, Mainord

NAY: None

AGENDA ITEM NO. 12:

Acknowledge Sales Tax Report received April 2016.

Cynthia Arnold, Finance Director, reported that April sales tax collected this month was \$1,552,529.00, which is up \$126,078.00 or 8.84% from 2015. Ms. Arnold also gave financial overview and answered questions from the Commission.

AGENDA ITEM NO. 13:

Discussion and possible action concerning health care options for City employees.

Finance Director Cynthia Arnold provided a staff report regarding the health insurance and the increases in premiums. Mr. Dustin Brand with Insurica explained the bids received from various insurance providers in detail. Both Ms. Arnold and Mr. Brand answered questions from the Commissioners. Staff reported the Insurance Work Group recommended staying with the current insurance provider, BlueCross BlueShield which is 6.2% increase from the previous year. Staff requested that the Commission approve the employees paying one-half of the increase and the City paying the other one-half for the BlueCross BlueShield insurance increase. The employees would be responsible for the entire premiums on the other insurances, including vision, dental and life.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to accept the BlueCross BlueShield's proposal, the City to pay half of the health insurance increase (3.1%) and accept Staff's recommendation on the other insurances, including vision, dental and life. Motion carried 5-1.

AYE: Harrod, Hall, Dykstra, Agee, Mainord

NAY: Shaw

AGENDA ITEM NO. 14:

Consider Bids:

- a. Union Street Sidewalk Projects, Contract No. COS-PW-15-01 (Open)

<u>BIDDER</u>	<u>AMOUNT</u>	<u>ADD ALT.</u>
Rudy Construction Co. Oklahoma City, OK	\$272,074.00	\$37,200.00
S&J Construction Specialists, LLC Sapulpa, OK	\$285,818.50	\$42,500.00
Parathon Construction, LLC Edmond, OK	\$152,701.00	\$35,500.00
C-P Integrated Services Inc. Oklahoma City, OK	\$177,940.75	\$43,244.82

City Engineer John Krywicki, read four (4) bids into the record and requested that the bid award be deferred to the next City Commission meeting on May 2, 2016, to allow staff to review the bids and check references.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to defer the bid award to the May 2, 2016 City Commission meeting. Motion carried 6-0.

AYE: Harrod, Hall, Shaw, Dykstra, Agee, Mainord

NAY: None

- b. Auditorium HVAC Project (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
<u>Hardesty Team, Oklahoma City, OK</u>	<u>\$643,096.00</u>
Deductive Alternate – Brick Screen Wall	<u>\$ -55,000.00</u>
Voluntary Alternate – DOAS-1 Equipment: (optional)	<u>\$ N/A</u>
Voluntary Alternate – VRF Equipment: (optional)	<u>\$ N/A</u>
Additive Alternate – New LED Lighting:	<u>\$ 49,772.00</u>
Additive Alternate – New Ceiling Tiles:	<u>\$ 75,868.00</u>

<u>Jim Cooley Construction LLC, Oklahoma City, OK</u>	<u>\$516,700.00</u>
Deductive Alternate – Brick Screen Wall	<u>\$ -18,900.00</u>
Voluntary Alternate – DOAS-1 Equipment: (optional)	<u>\$ -6,000.00</u>
Voluntary Alternate – VRF Equipment: (optional)	<u>\$ -500.00</u>
Additive Alternate – New LED Lighting:	<u>\$ 38,000.00</u>
Additive Alternate – New Ceiling Tiles:	<u>\$ 25,375.00</u>

Director of Operations James Bryce, read two (2) bids into the record and requested that the bid award be deferred to the next City Commission meeting on May 2, 2016, to allow staff to review the bids and check references.

A motion was made by Commissioner Shaw, seconded by Commissioner Agee, to defer the bid award to the May 2, 2016 City Commission meeting. Motion carried 6-0.

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

AGENDA ITEM NO. 15: New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 16: Commissioners Comments

Commissioner Dykstra asked about the City's plan to eradicate mosquitoes this summer. City Manager Justin Erickson stated that he will look into the current plan and provide more information at the next City Commission meeting.

Commissioner Shaw said that she has been attending the Planning Commission meetings and is very impressed with how they conduct their meetings. Ms. Shaw also stated that she appreciates the City Planner and Planning Staff. She suggested the Planning Commission look into issue of placement of weather sirens near neighborhoods.

Commissioner Shaw stated that she would like to revisit and have further discussion regarding the Bryan Street Interchange.

Vice Mayor Harrod advised citizens to contact the City Manager or Engineering Department with any questions regarding the Streetscape project downtown.

Mayor Mainord congratulated Boom-a-rang Restaurant for being rated number one in Oklahoma and encouraged citizens to visit the downtown location in spite of the construction.

Mayor Mainord also congratulated Gordon Cooper Technology Center on their robotics program and recently winning a state competition and going on to compete nationally.

AGENDA ITEM NO. 17: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:51 p.m.)

WES MAINORD, MAYOR

ATTEST:

LISA LASYONE, DEPUTY CITY CLERK

Regular Board of Commissioners

1. b.

Meeting Date: 05/02/2016

Acknowledge Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Community Service Contracts Review Minutes from November 23, 2015 and April 12, 2016 meetings.
-

Attachments

Contract Rev Minutes 11-23-2015

Contract Rev Minutes 04-12-2016

COMMUNITY SERVICE CONTRACTS REVIEW
MEETING MINUTES
NOVEMBER 23, 2015
2:00 P.M.

COMMITTEE MEMBERS
IN ATTENDANCE:

Wes Mainord
Mary Ann Karns
Cindy Sementelli
Ken McDowell
James Harrod

COMMITTEE MEMBERS ABSENT:

None

OTHERS IN ATTENDANCE:

Justin Erickson, City Manager
Phyllis Loftis, City Clerk
Lisa Lasyone, Deputy City Clerk
Paula Waters, Avedis Foundation
Gary Theilen, COCAA

Chairman Mainord called the meeting to order at 2:00 p.m. with five committee members in attendance.

Agenda Item No. 1: Approval of minutes from the April 14, 2015 meeting.

A motion was made by Harrod, seconded by McDowell, to approve the minutes from the April 14, 2015 meeting. Motion carried 5-0.

AYE: Harrod, McDowell, Mainord, Karns, Sementelli

NAY: None

Agenda Item No. 2: Discuss and consider contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit (COCAA/COTS).

A staff report was given by Justin Erickson, City Manager.

Gary Theilen, Interim Director of COCAA, stated that a new Director would start in 2016. Mr. Theilen stated that approximately one year ago COCAA applied and was accepted into the Avedis Foundation Leadership Institute. During the past year, COCAA has had a staff reorganization, improved the risk of losing funding and are now preparing for the 2015 audit. He also stated that most of the debt has been paid off.

Paula Waters with Avedis Foundation stated that their investment with COCAA has already began to pay off. She said there has been changes to the board structure and leadership. Avedis does not have representation on the board but is in close communication with Mr. Theilen.

A motion was made by Sementelli, seconded by Harrod, to approve the contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit in the amount of \$60,000.00 for Fiscal Year July 1, 2015 thru June 30, 2016 to be paid in monthly increments, COCAA to provide monthly financial statements, the review of the contract to be put back on the normal cycle of the Contract Review Committee for FY2016-2017 and with the first payment including the back pay from July 1, 2015. Motion carried 5-0.

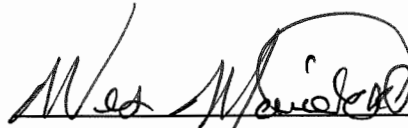
AYE: Sementelli, Harrod, McDowell, Mainord, Karns

NAY: None

Agenda Item No. 3: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (2:29 p.m.)




Wes Mainord, Chairman


Lisa Lasyone, Deputy City Clerk

COMMUNITY SERVICE CONTRACTS REVIEW
MEETING MINUTES
APRIL 12, 2016
9:00 A.M.

COMMITTEE MEMBERS
IN ATTENDANCE:

Wes Mainord
Joe Vorndran
Cindy Arnold
Ken McDowell

COMMITTEE MEMBERS ABSENT
AT ROLL CALL:

Matthew Griffith
James Harrod

OTHERS IN ATTENDANCE:

Phyllis Loftis, City Clerk
Lisa Lasyone, Deputy City Clerk
James Bryce, Director of Operations
Dana Shelburne, Legal Assistant
Linda Agee
Dell Kerbs

Chairman Mainord called the meeting to order at 9:00 a.m. with four committee members in attendance.

Agenda Item No. 1: Declaration of a Quorum

Roll was called and a quorum was declared.

Agenda Item No. 2: Approval of minutes from the November 23, 2015 meeting.

A motion was made by Arnold, seconded by McDowell, to approve the minutes of the November 23, 2015 meeting. Motion carried 3-1.

AYE: Arnold, McDowell, Mainord
NAY: None
ABSTAIN: Vorndran

Agenda Item No. 3: Discuss and consider entering into a contract with the Historical Shawnee Alliance for FY 2016-17. (Linda Agee will be present for this item)

Ms. Linda Agee reported that the Historical Shawnee Alliance (HAC) has been in existence since last year and does not have audit yet. She stated they are requesting \$4,000.00 for the downtown area and \$12,000.00 that the City receives for the façade grant.

A motion was made by Arnold, seconded by Vorndran, to enter into a contract with Historical Shawnee Alliance for FY 2016-17 in the amount of \$16,000.00. Motion carried 4-0.

AYE: Arnold, Vorndran, Mainord, McDowell

NAY: None

Agenda Item No. 4: Discuss and consider renewal of the contract with the YMCA for FY 2016-17 for the management and operation of the Shawnee Community Center.

Mrs. Arnold noted that there was no letter in the packet received from the YMCA requesting a funding amount, but that she assumes they are requesting the same amount they received for FY2015-2016, which is \$36,000.00.

Because of questions regarding the future use of the building, the Chairman suggested that the item be moved to the end of the meeting and requested that James Bryce call the YMCA and ask if anyone can attend the meeting today to answer questions.

A motion was made by Vorndran, seconded by Arnold, to set the item aside until later in the meeting. Motion carried 4-0.

AYE: Vorndran, Arnold, McDowell, Mainord

NAY: None

Agenda Item No. 5: Discuss and consider renewal of the contract with Senior Citizens Center, Inc. for operation of the Municipal Auditorium for FY 2016-2017.

There was discussion among the Committee regarding the benefits/disadvantages of bringing the operation of the Municipal Auditorium in-house. No decision was reached at this time, but staff will continue to explore the possibility.

BOARD MEMBER HARROD ARRIVED AT 9:20 A.M.

A motion was made by Arnold, seconded by Harrod, to renew the contract at the current funding level of \$100,000.00, plus any additional increase for salary adjustments, at a level equal to what City of Shawnee employees receive, and to approve the contract as written. Motion carried 5-0.

AYE: Arnold, Harrod, McDowell, Mainord, Vorndran
NAY: None

Agenda Item No. 6: Discuss and consider renewal of the contract with Shawnee Economic Development Foundation for FY 2016-17.

A motion was made by Arnold, seconded by McDowell, to renew contract for FY 2016-2017 in the amount of \$231,000.0. Motion carried 5-0.

AYE: Arnold, McDowell, Mainord, Vorndran, Harrod
NAY: None

Agenda Item No. 7: Discuss and consider renewal of the contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit for FY 2016-17.

A motion was made by Vorndran, seconded by Harrod, to renew contract for FY2016-2017 in the amount of \$60,000.00 with indemnification clause added to the contract and proof of adequate insurance. Motion carried 5-0.

AYE: Vorndran, Harrod, McDowell, Mainord, Arnold
NAY: None

Agenda Item No. 8: Discuss and consider renewal of the contract with Safe Events for Families for FY 2016-17

Mr. Dell Kerbs with Safe Events for Families (SEFF) was present to discuss SEFF and the requested funds.

Mr. Kerbs listed the events currently sponsored by SEFF and noted that additional funds were being requested for the funding of the Redbud Festival and monthly block parties events. He is also requesting an additional \$10,000 for Christmas decorations, explaining that once the Streetscape Project is completed, the current snowflake decorations cannot be used.

A motion was made by McDowell, seconded by Harrod, to renew the contract for FY2016-2017 in the amount of \$48,000.00 plus \$10,000.00 for the Main Street Christmas decorations. Motion carried 5-0.

AYE: McDowell, Harrod, Mainord, Vorndran, Arnold

NAY: None

Agenda Item No. 9: Discuss and consider renewal of the contract with Visit Shawnee, Inc. for FY-2016-17.

A motion was made by Harrod, seconded by Arnold, to renew the contract with Visit Shawnee, Inc. for FY2016-2017. Motion carried 5-0.

AYE: Harrod, Arnold, McDowell, Mainord, Vorndran

NAY: None

RETURN TO AGENDA ITEM NO. 4:

Agenda Item No. 4: Discuss and consider renewal of the contract with the YMCA for FY 2016-17 for the management and operation of the Shawnee Community Center.

James Bryce advised that no one was available from the YMCA to attend today's meeting.

A motion was made by McDowell, seconded by Vorndran, to table the item until a later meeting can be scheduled. Motion carried 5-0.

AYE: McDowell, Vorndran, Arnold, Harrod, Mainord

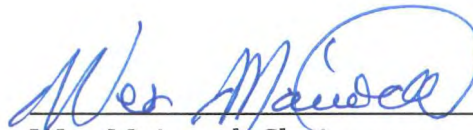
NAY: None

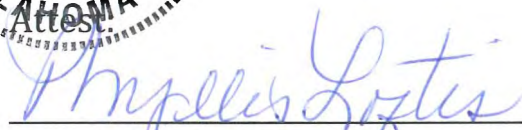
The Committee determined that April 25, 2016 at 9:00 will be the date for the consideration of the YMCA contract.

Agenda Item No. 10: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (10:09 a.m.)




Wes Mainord, Chairman


Phyllis Loftis, CMC, City Clerk

Regular Board of Commissioners

1. c.

Meeting Date: 05/02/2016

Req Rehab Asphalt Sts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Request Authorization to advertise for bids the Rehab Asphalt Streets Maintenance Project FY15-16.

Attachments

Req Rehab Asphalt Sts Memo



Office of the City Engineer

MEMORANDUM

Date: April 13, 2016

To: Justin Erickson, City Manager

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

Re: Authorization to Let for Bids the FY15-16 Overlay Street Maintenance Project.

At the May 2, 2016 City Commission meeting we will request authorization to advertise for bids the FY15-16 Overlay Street Maintenance Project.

The project is a 'maintenance' type project whereby asphalt streets selected will have their existing surface milled 1 ¾ to 2 inches, providing a smooth rideable surface. A reinforced fabric (petromat) will be placed to minimize reflective cracking, then the street will be resurfaced with 2-3 inches of newly placed asphalt. Mr. Tim Dibler (Shawnee Streets Superintendent) has developed a listing based on field observations of streets that will be receiving this type maintenance work, i.e. Mall Drive from Harrison to Kickapoo, Center from Highland to 10th, 11th from Center to Draper, and Whitaker from Center to Draper.

We will bid out quantities of work and award a maintenance contract to the successful bidder utilizing the funding (\$400,000) from our 302 Street Fund. The dollar amount of the low bid will dictate how many of the suggested streets will be rehabbed.

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

Regular Board of Commissioners

1. d.

Meeting Date: 05/02/2016

Req Centracs

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Request Authorization to purchase the Centracs – Advanced Transportation Management System.

Attachments

Centracs Req Memo2



April 28, 2016

Re: Centracs
Advanced Transportation Management System

Item: Approval of Sole Supplier Purchase of Centracs Software from Econolite Control Products, Inc.;
\$79,340.00

Background: The City of Shawnee currently has 50 signalized intersections. Currently all of the signals operate completely independent from each other and have no communications between themselves or our offices downtown.

Issue: The City of Shawnee's traffic has steadily increased over the past years. There are now locations in which the increase is creating traffic congestion that will further worsen as we grow and new retailers begin to build.

Solution: The implementation of a Transportation Management System will give the City the ability to control our traffic signals and traffic flow in a more efficient manner. The Centracs system will connect to each of the traffic signals and will constantly monitor the activity, allow remote operations from our offices, send out warning notifications to the traffic tech that's on-call and allow us to start utilizing multiple timing schemes for our rush hours. Because we can monitor the signals live we will also be able to create timing schemes so that signals will operate together instead of individually. This will make it possible to synchronize the signals through the north Kickapoo business area to reduce the chance of stopping at multiple red lights and backing up traffic in-between signals.

Software Selection: The selection of the Centracs software began by speaking and meeting with other municipalities that are similar to Shawnee in size to see how they are managing their traffic. The two closest related cities that we met with are Norman & Stillwater. Both cities have extensive experience with traffic management systems and have now implemented the Centracs System. One of the ways that makes Shawnee's situation similar with these cities are the products that we currently have installed with-in our traffic signals. A few years ago Shawnee chose to standardize our traffic controllers & camera detection and we chose the Econolite products. At the current time 35 of our 50 (70%) intersections controllers and 12 of our 14 (86%) camera detection systems are Econolite products. The combination of having a high percentage of usable products already deployed with-in the signals and the past experiences of our neighboring cities have lead us to choose the Econolite product of Centracs for our traffic management system.

Time Frame: There are multiple phases to the installation and deployment of the system. The initial installation and setup is expected to take approximately 4 ½ months. During the first phase of deployment we plan on connecting 11 intersections to the system. The time frame to have all the intersections connected to the system is 4 years if we budget \$25,000 a year for the remaining connection upgrades. The time frame can be shortened as the budget allows.

Recommendation: Staff recommends approval.

Action Needed: Motion to approve Sole Supplier Purchase

Thanks,

Michael Ludi,

Assistant City Engineer



April 14, 2016

City of Shawnee
Mr. Michael Ludi
222 N. Broadway
Shawnee, OK 74802

RE: Sole Source Justification for *Centracs*® Advanced Transportation Management System (ATMS) Software

Dear Mr. Ludi:

Econolite respectfully submits this document as evidence and justification for sole-sourcing *Centracs* ATMS software. *Centracs* provides the most benefit to the City by providing a solution, which is not only cost-effective, but also provides the easiest and quickest implementation approach to meeting the city's increasing traffic management needs.

Because the City of Shawnee already uses Econolite ASC/2s and ASC/3 traffic controllers, intersection signal cabinets, and Autoscope video detection in the Shawnee area, the use of *Centracs* will provide the city with the opportunity to easily integrate their existing infrastructure equipment, as well as save additional technology costs. However, should another manufacturer's traffic management system be selected which is not optimized specifically for the city's existing Econolite traffic controllers, the city should expect to replace controllers and incur an additional cost to retrain the city's technical and support staff. Therefore, replacing traffic controllers would add an unnecessary cost to the city's traffic management system upgrade implementation project plans.

Additionally, since *Centracs* and its associated traffic controllers are part of a matched component system, the chance of system failure due to incompatibility from using multiple manufacturers' products is eliminated. "Matched components" are identified as products that are produced by the same manufacturer or developer and designed specifically to work with each other. Additional but "matched" optional *Centracs* modules include Adaptive, MMS asset management, DCMS, CCTV, MOE, Travel Time (BlueTOAD) and a Synchro™ plug-in. Implementing matched component systems eliminates technical "responsibility disputes" between manufacturers, which saves the city time and resources in trying to obtain a resolution in the likelihood that a technical issue arises. Even with systems that follow the industry's NTCIP (National Transportation Communications for ITS Protocol) standards approach to system development, there is still a possibility that unmatched components will not be completely compatible with each other. Over time, these incompatibilities may also result in an additional cost to the City for technology development or system programming enhancements.

The *Centracs* ATMS system was developed by the Econolite engineering team and can only be purchased directly through the Econolite sales team in OK, but Econolite is based in Anaheim, California.



With the use of *Centracs*, the city can also be assured that Econolite's system components will remain compatible, regardless of the changes or upgrades made in any of Econolite's current software and hardware applications. As an ISO 9001 company certified for the design, manufacture and repair of transportation management systems and equipment, Econolite system changes or enhancements can be made much more easily and quickly than systems not using matched components.

As noted above, Econolite is headquartered in Anaheim, California, and has been a longstanding manufacturer and developer of traffic signals, cabinets and controllers, serving Shawnee, OK for many years. In addition to the many years of service Econolite has provided the City of Shawnee thus far, Econolite is looking forward to providing the city with continued support.

If you have any questions or concerns please feel to contact me at your convenience.

Sincerely yours,

ECONOLITE CONTROL PRODUCTS, INC.

Mike Cunningham
Eastern District Sales Manager
901-210-2356
mcunningham@econolite.com

Regular Board of Commissioners

1. e.

Meeting Date: 05/02/2016

Req Eng Vehicle

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

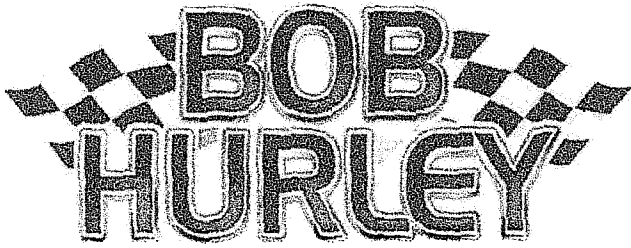
Information

Title of Item for Agenda

Request Authorization to Purchase from the State Bid a Ford Explorer for the Engineering Department.

Attachments

Req Eng Vehicle Memo



copcars@bobhurleyford.com



Government Sales

405-239-2700

877-239-2707

fax: 405-239-2705

2/02/16

CITY OF SHAWNEE

2016 FORD EXPLORER

Vehicle is from State of Oklahoma Contract SW035. Includes all factory and
Contract standard equipment

gmf 2/4/2016
ML 2/4/2016

BASE PRICE:

\$24,546.00

Add 4X4

\$1,840.00

Add TINT

\$ 130.00

WHITE

TOTAL:

\$26,516.00

PAM DEWBERRY
GOV'T SALES

Item # 1000009364
Mid Size Utility
Vehicle 3.6 Liter or
Greater

Dealer Name: BOB HURLEY FORD LLC

Make Bidding: FORD

Model Bidding: EXPLORER

Model Code: K7B

Body & Chassis	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Wheel Base	List Wheelbase	112.6
Engine Minimums		
Engine Type (Cylinder/Liter)	6 Cyl./3.6 Liter - List Liter/HP	6 Cyl / 3.5L / 290 HP
Alternate Fuel Engine	List Type if Available	E85
Transmission		
Automatic	Automatic - List	6 speed auto
Drive Axle		
Primary Drive Axle	List	Front-Wheel Drive 4 wheel Drive + \$1,890
Electrical		
Alternator/Min (amps)	Mfg. Std. List Size	175 amps
Battery min. (CCA)	Mfg. Std. List Size	650 CCA
Fuel		
Fuel Capacity min Liters(Gals)	Mfg. Std. List Size	18.6 gallon
Exterior		
Paint	One Color	yes
Doors & Windows		
Doors	4 Doors	yes
Locks	Keyless Entry	yes
Locks & Windows	Power Locks and Windows	yes Tinted Windows + \$130
Floor		
Floor Covering	Carpet with Mats	yes
Interior		
Air Conditioning	Front AC	yes
Radio	AM/FM/CD	yes
Tilt & Cruise	Tilt Wheel & Cruise Control	yes
Seats		
Seating Capacity min.	5 Pass.	yes
Front Seat	Cloth List Buckets/Split Bench	yes
Rear Seat	Cloth	yes
Safety		
Brakes	4 Wheel Antilock	yes
Restraint System All Pass	Seat Belts All Passengers	yes
Air Bags	Front and Sides - List	yes
Tires & Wheels		
Tires & Wheels	Mfg. Std. List Size	P245/60HR18
Spare	Compact Spare Tire	yes
Warranty		
Bumper to Bumper Warranty	State Warranty	3 yr / 36,000 mile
Drive Train Warranty	State Warranty	5 yr / 60,000 mile
PURCHASE PRICE:		\$24,546
3YR LEASE PRICE		\$720
4YR LEASE PRICE		\$550
5YR LEASE PRICE		\$448
MSRP FOR BASE PRICE:		\$31,645

Category #25101507

Item # 1000009364

Mid Size Utility 3.6

Liter or Greater

Dealer Name: BOB HURLEY FORD LLC

Make Bidding: FORD

Model Bidding: EXPLORER

Model Code: K7B

4 Wheel Drive		Enter Optional Equipment Description and Manufacturer Option Codes	Purchase Price	3YR LEASE PRICE	4YR LEASE PRICE	5YR LEASE PRICE
Primary Drive Axle	Add 4 Wheel Drive or AWD	K89 4 Wheel Drive	\$1,240	\$34	\$41	\$34
Engine						
Engine	Larger Gas Engine List Cy/Liters/HP	n/a	\$0	\$0	\$0	\$0
CNG Engine	List Size/HP/Liters	n/a	\$0	\$0	\$0	\$0
Drive Axle						
Differential Type/Ratio	Limited Slip/Locking Diff	n/a	\$0	\$0	\$0	\$0
Doors & Windows						
Door Locks	Delete Keyless Entry	n/a	\$0	\$0	\$0	\$0
Mirrors	Add Power Mirrors	standard	\$0	\$0	\$0	\$0
Locks & Windows	Delete Power Locks/Windows	n/a	\$0	\$0	\$0	\$0
Tint	Deep Tinted Glass	dr	\$130	\$4	\$3	\$2
Keys	Additional Keys	DLR Factory flip style with remote	\$180	\$5	\$4	\$3
Floor						
Floor Covering	Carpets/with Floor Mats	standard	\$0	\$0	\$0	\$0
Mats	Vinyl/Rubber Mats - List	18N All Weather Floor	\$74	\$2	\$2	\$1
Interior						
Air Conditioning	Front & Rear AC & Heat	standard	\$0	\$0	\$0	\$0
Seats						
Seats	Power Driver Seat	standard	\$0	\$0	\$0	\$0
Third Seat	Add Third Seat	standard	\$0	\$0	\$0	\$0
Tires & Wheels						
Full Size Spare Tire	Tire may not fit in carrier or be same brand as other tires	N/A - Third Row Seat not accessible w/ Full Spare	\$0	\$0	\$0	\$0
Towing						
Hitch	Hitch Wiring Receiver	S2T Only available with 4x4	\$489	\$14	\$11	\$9
Delivery						
Delivery Cost	Price to Deliver Truck more than 100 miles		\$100	\$3	\$2	\$2
Other						
Options not listed	Discount off MSRP for options not listed	6%				

CNGP530

VEHICLE ORDER CONFIRMATION

02/04/16 14:01:42

=> JOE

COOPER FORD IN SHAWNEE, BOB 765-3201

Dealer: F52638

2016 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 1000 Priority: D1 Ord FIN: QD247 Order Type: 5B Price Level: 640

Ord Code: 100A Cust/Flt Name: CTY OF SHAWNEE

PO Number:

RETAIL

RETAIL

K8B 4DR 4WD BASE \$33050

TOTAL BASE AND OPTIONS\$33995

.112.6" WB

TOTAL 33995

YZ OXFORD WHITE

THIS IS NOT AN INVOICE

7 CLOTH BUCKET

L MED LT CAMEL

100A EQUIP GRP

.18" PNTD ALUM

998 .3.5L V6 TIVCT NC

44J .6-SPD AUTO TRAN NC

.P245/60R18 A/S

SLCT SHFT TRANS

FLEX FUEL

SP FLT ACCT CR

FUEL CHARGE

DEST AND DELIV 945

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC07288

fmcdealr@ShawIntSales3

Feb 4, 2016 1:02:57 PM

SALE PRICE \$29,000⁰⁰

Michael Ludi

From: Bob Surface <bsurface@cooperautogroup.com>
Sent: Thursday, February 04, 2016 1:27 PM
To: Michael Ludi
Subject: Hi Michael, its Bob from Joe Cooper Ford with your Explorer bid
Attachments: city of shawnee.jpg

The attachment is the quote you requested. If I get the bid let know as soon as possible so I can get it on the order bank as soon as possible for you. Thank you for the chance to help you and I look forward to hearing from. If anyone has any questions about the equipment I'd be happy to send you the standard equipment for this vehicle.

Respectfully,

Bob Surface
405-765-3201
Joe Cooper Ford of Shawnee
2600 N. Harrison
Shawnee, OK 74804

Seminole Ford

CNGP530

VEHICLE ORDER CONFIRMATION

02/03/16 16:25:25

==>

Dealer: F52662

2016 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 9999 Priority: D1 Ord FIN: QD247 Order Type: 5B Price Level: 640

Ord Code: 100A Cust/Flt Name: CITY OF SHAWN PO Number:

RETAIL

RETAIL

K8B	4DR 4WD BASE	\$33050		SP DLR ACCT ADJ	
	.112.6" WB			SP FLT ACCT CR	
Y2	OXFORD WHITE			FUEL CHARGE	
7	CLOTH BUCKET		B4A	NET INV FLT OPT	NC
L	MED LT CAMEL			PRICED DORA	NC
100A	EQUIP GRP			DEST AND DELIV	945
	.18" PNTD ALUM			TOTAL BASE AND OPTIONS	33995
998	.3.5L V6 TIVCT	NC		TOTAL	33995
44J	.6-SPD AUTO TRAN	NC		*THIS IS NOT AN INVOICE*	
	.P245/60R18 A/S			*TOTAL PRICE EXCLUDES COMP PR	
794	PRICE CONCESSN				
	REMARKS TRAILER				
	SLCT SHFT TRANS				
	FLEX FUEL				

153 FRT LICENSE BKT NC

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC00773

fmcdealr@BillIT

Feb 3, 2016 3:25:42 PM

\$ 27,195
100 Doc Fee
\$ 28,295

FAX COVER SHEET

SEMINOLE FORD

2222 N MILT PHILLIPS

SEMINOLE, OK 74868

PHONE 405-382-2222

SALES/PARTS/SERVICE FAX 405-382-5888

ACCOUNTING FAX 405-382-5999

GENERAL MANAGER – Gene Crnkovic SALES MANAGER – Vernon Houck

FINANCE MANAGER – Amanda Ray SERVICE MANAGER – Rick Maggard

PARTS DEPARTMENT MANAGER – Bryan Pfeiff

TO: MICHAEL LUDI FROM: STEVE WILBURN

FAX: 405 382-5888 DATE: 2/4/16

PHONE: 405 382-222 PAGES: 2

RE: _____

City of Shawnee Online Capital Budgeting System Capital Outlay Request - Equipment Purchase

[RETURN TO LISTING](#) | [ADD NEW ITEM](#) | [LOGOUT](#)

Division:	001-5-0810																	
Submitted By:	JKRYWICKI																	
Fiscal Year:	2015-2016 (0 Years) ▼																	
Item Requested:	SUV ENGR DEPT																	
Priority:	1 ▼																	
Number of Units Requested:	1 (Enter the Number of units requested)																	
Number of Similar Units Owned:	1 (How many of these do we already have)																	
Purpose of Expenditure:	☐ ROLL OVER?? ☒ Scheduled Replacement ☒ Present Equipment Obsolete ☒ Replace Worn-Out Equipment ☐ Reduce Personnel Time ☐ Expanded Service ☐ New Operation ☐ Increased Safety ☐ Improved Procedures, Records, etc ☐ Other: Comment must be entered if Other checked																	
Cost Information:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Per Unit</th> <th style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>Purchase Price</td> <td style="text-align: center;">24500</td> <td style="text-align: right;">\$24,500</td> </tr> <tr> <td>-OR- Annual Lease</td> <td style="text-align: center;">0</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Install/Equip/Other</td> <td style="text-align: center;">0</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td colspan="2" style="text-align: right;">PURCHASE TOTAL:</td> <td style="text-align: right;">\$24,500</td> </tr> </tbody> </table>				Per Unit	Total	Purchase Price	24500	\$24,500	-OR- Annual Lease	0	\$0	Install/Equip/Other	0	\$0	PURCHASE TOTAL:		\$24,500
	Per Unit	Total																
Purchase Price	24500	\$24,500																
-OR- Annual Lease	0	\$0																
Install/Equip/Other	0	\$0																
PURCHASE TOTAL:		\$24,500																
Enter the PER UNIT Cost IF a LEASE value is Provide it WILL BE USED Instead of Purchase Price																		
Estimated Use of Requested Item:																		
52	30	10																
Weeks Per Year	Hours Per Week	Useful Life in Years																
Replaced Items		Prior Year																
Description	Age	Maintenance	Down Time															
CHEVY BLAZER	1998																	

State the General Condition of Item(s) to be Replaced:			
Recommended Disposition of Replaced Item(s)			
☐ Use by Other Dept	☐ Trade-In	☐ Sale	☐ Salvage
Comments: (Comment about the general need for this item - Displayed in comment report)			
Approved:	False		
Comment:	SAVE	Refresh	Reset
Last Update:	4/29/2015 9:42:49 AM - jkrywicki		

Current Version: 1.22 03/02/2010

Regular Board of Commissioners

1. f.

Meeting Date: 05/02/2016

Police Chief Memo

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Confirm and approve City Manager's hiring of Mason Wilson as Police Chief.

Attachments

Police Chief Memo



Office of the City Manager

MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Justin Erickson, City Manager

AGENDA: May 2, 2016

RE: Department Head Appointment: Police Chief

After conducting a nationwide job search, reviewing applications and conducting interviews, I have extended an offer to Mason Wilson to be the City's next Police Chief, subject to approval by the City Commission. In accordance with the City Charter, *"the appointments of all heads of departments shall not become effective until they have been approved by the Board of Commissioners"* (Article V, Section 2).

Mr. Wilson has been employed by the City of Shawnee since 1989 and has served as Interim Police Chief since November 2015. Mr. Wilson was most recently a Lieutenant prior to his interim appointment and has held various other positions within the Shawnee Police Department. He holds a bachelor's degree in Public Administration with a major in Public Management. He graduated from the FBI National Academy in 2013.

Regular Board of Commissioners

1. g.

Meeting Date: 05/02/2016

Lake Leases

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewal:

RENEWAL

- Lot 16 Eckel Tract, 15001 Colson Lane
Lessees: Conrad Thompson

Attachments

Lake Renewal Thompson



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

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

Date	04/22/2016	License No. #009801
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	May 2 nd , 2016	
Property Address	15001 COLSON LANE	
Lake Site Location	LOT 16 ECKEL TRACT	
Lease Dates	7/20/12 – 7/20/42	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	CONRAD THOMPSON	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☐ Yes ☒ No	
Type of Septic System	☐ Conventional ☐ Aerobic	
Last Inspected/Pumped		
Misc. Comments	NO SEPTIC SYSTEM – VACANT LOT	
	Total Charges Paid: \$624.00	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 009801**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of July 20, 2012 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

CONRAD THOMPSON
of 32911 BELCHER RD SHAWNEE OK 74801 ,

of,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 624.00 dollars for 2012, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15001 COLSON LN
LOT 16 ECKEL TRACT**

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

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

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

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and

conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

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

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

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

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

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the

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

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

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

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

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

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

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

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and

within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

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

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

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

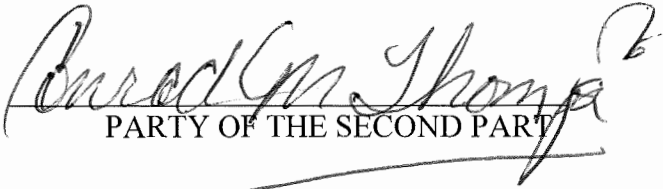
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

Regular Board of Commissioners

1. h.

Meeting Date: 05/02/2016

FY16-17 Contracts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of the following contracts with no changes from prior year for FY 2016-2017:

1. Pottawatomie County Public Safety Center Jail Services Agreement.
 2. Visit Shawnee, Inc.
-

Attachments

Contract Jail Svcs

Contract VSI

POTTAWATOMIE COUNTY PUBLIC SAFETY CENTER
JAIL SERVICES AGREEMENT

This Jail Services Agreement made and entered into this 18 day of APRIL 2016, 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 2017.
- (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 2017, "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 2016.

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 110.S. 14-113, 21 O.S. 533.

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

Mason Wilson
Interim 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:**

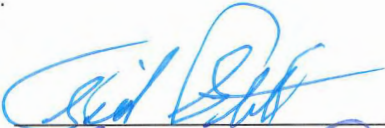
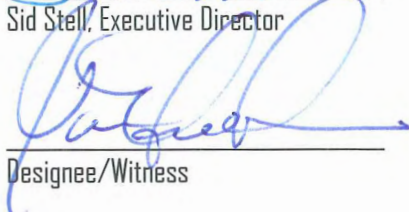
City of Shawnee personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at PCPSC's premises. Information belonging to PCPSC will be safeguarded by the City of Shawnee to the same extent as each city/county safeguards their information of like kind 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 18 day of APRIL 2016.


Sid Stell, Executive Director

Designee/Witness

APPROVED by the Board of City Commissioners of Shawnee, Oklahoma this _____ day of _____ 2016.

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 _____ 2016.

Joe Vorndran, Legal Counsel for City of Shawnee

AGREEMENT FOR OPERATION OF VISIT SHAWNEE INC.

This Agreement made and entered into the _____ day of _____, 2016, is between the City of Shawnee, a municipal corporation ("City") and Visit Shawnee Inc. an Oklahoma not for profit corporation ("VSI").

I. DUTIES AND RESPONSIBILITIES OF VSI

- A. Services.** VSI agrees to provide services to encourage, promote and foster conventions, conferences, and tourism development in the City of Shawnee consistent with Sections 25-226 through 25-239 of the Shawnee Municipal Code.
- B. Employees.** VSI agrees to provide a qualified and competent staff and to provide all the management and administrative services required to present a viable promotional program including, but not limited to, the gathering and dissemination of information, ideas, research, promotional programs, servicing conventions (including all normal convention support services and equipment), representing local business, negotiating civic and hotel interests with associations and other convention groups, and assisting in development and promotion of local activities and attractions designed to enhance the City's tourist desirability. All employees carrying out tasks pursuant to this Agreement are employees of VSI and are not employees of the City of Shawnee. VSI will carry workers compensation insurance in accordance with the laws of the State of Oklahoma.
- C. Insurance.** VSI shall obtain insurance to cover loss of any equipment or real estate owned by the City as well as liability insurance in an amount at least equal to the limits of liability under the Oklahoma Government Tort Claims Act.
- D. Records and Reporting.**
 - 1. Reports. VSI will provide quarterly reports of its activities and finances (including income, expenditures, and balance) to the City Commission, including annual audited financials.
 - 2. Inspection and Audit. VSI agrees to make its books and records available for inspection by a designee of the City or those hired by the city to perform audits upon reasonable notice during regular business hours.
 - 3. Compliance with Open Meeting and Open Records Laws. All VSI Board meetings and VSI records shall be open to the public in accordance with the Open Meeting (25 O.S. §§ 302-314) and Open Records (51 §§ 24A 1-29) Laws. All VSI Board meetings will be held locally.
 - 4. VSI shall maintain a Conflicts of Interest Policy, set forth at Exhibit A, attached to this Agreement and incorporated by reference.

II. DUTIES AND RESPONSIBILITIES OF CITY OF SHAWNEE

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

III. DISPOSITION OF FUNDS AND EQUIPMENT

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

IV. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT

- A. Effective Date.** This Agreement shall take effect on the 1st day of July, 2016 and shall remain in effect until June 30, 2017. This contract shall automatically renew for a term of one year unless:
 - a. Terminated by either party upon 90 days' notice prior to June 30 of the agreement year;
 - b. Terminated due to breach of the Agreement as described in Article VII hereof;
 - c. Terminated by mutual agreement.
- B.** All modifications to this Agreement must be in writing and approved by VSI and the City.

- C. Transfer of Rights and Responsibilities.** No party to this agreement can transfer or assign its rights and responsibilities without approval of the other party.
- D. Assumption of Liabilities.** Upon termination of this Agreement, whether pursuant to breach or nonrenewal by any party, the City shall assume any and all obligations entered into by VSI in furtherance of this Agreement, in the event of termination. The City also agrees to assume the defense of VSI and any of its employees, agents or directors related to such obligations.
- E. Shawnee Chamber.** Both parties agree that VSI shall assume all obligations entered into by the Greater Area Shawnee Chamber of Commerce (in matters relating to tourism) with third parties prior to the date of this Agreement.
- F. Renewal.** VSI will submit its request for renewal on or before March 1 each year to the City's Contract Review Committee, which shall review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission. As part of its request, VSI shall submit a clean, unqualified audit of its financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year.

V. NON-DISCRIMINATION

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

VI. WAIVER

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

VII. BREACH OF AGREEMENT

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

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

WITNESS OUR HANDS THIS _____ DAY OF _____ 2016

[SIGNATURE PAGE FOLLOWS]

VISIT SHAWNEE, INC., an Oklahoma not-for-profit corporation

BY: _____
CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

BY: _____
WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

BY: _____
JOSEPH M. VORNDRAN, INTERIM CITY ATTORNEY

Regular Board of Commissioners**3.**

Meeting Date: 05/02/2016

Mayors Proclamations

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamations:

"National Travel and Tourism Week"

May 1-7, 2016

"Better Hearing Month"

May 2016

Attachments

Proclamation Travel

Proclamation Hearing



Proclamation

“National Travel and Tourism Week”

Whereas, travel has a positive effect on Oklahoma and the nation’s economic prosperity and image abroad, it also impacts business productivity and individual travelers’ well-being; and

Whereas, travel to and within the United States provides significant economic benefits for the nation, generating more than \$2.1 trillion in economic output in 2014, with \$927.9 billion spent directly by travelers; and

Whereas, travel is among the largest private-sector employers in the United States, supporting 15 million jobs in 2014, including 8 million directly in the travel industry and 7 million in other industries; and

Whereas, travelers’ spending directly generated tax revenues of \$141.5 billion for federal, state and local governments, funds used to support essential services and programs; and

Whereas, total direct travel spending in Oklahoma is at \$8.9 billion. State and local taxes generated by visitors spending is \$261 million local and \$366 million state. In Oklahoma, there are 95,400 jobs with \$2 billion payroll in the tourism industry; and

Whereas, international travel to the United States is the nation’s No. 1 services export. In 2015, travel generated \$220.6 billion in exports, creating a \$74 billion trade surplus for the United States; and

Whereas, meetings, events and incentive travel are core business functions that help companies strengthen business performance, educate employees and customers and reward business accomplishments—which in turn boosts the U.S. economy. In 2014, domestic and international business travelers spent \$283 billion; and

Whereas, leisure travel, which accounts for more than three-quarters of all trips taken in the United States, spurs countless benefits to travelers’ health and wellness, creativity, cultural awareness, education, happiness, productivity and relationships; and

Whereas, travel is a pillar of economic growth, creating jobs at a faster rate than other sectors.

Now, Therefore I, Wes Mainord, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim May 1-7, 2016, as

“National Travel and Tourism Week”

In the city of Shawnee, Oklahoma
Dated this 2nd day of May, 2016

Wes Mainord, Mayor

Phyllis Loftis, CMC, City Clerk



Proclamation

“Better Hearing Month”

Whereas, Audiologists in Shawnee, Oklahoma and nationwide observe and celebrate Better Hearing Month each year during the month of May; and

Whereas, the Shawnee City Commission recognizes and values the efforts of all who work to eliminate or minimize the isolating effects of communication disorders in the one in five families affected by them; and

Whereas, more than half of the people with hearing loss are younger than 65; and

Whereas, hearing loss is the third most common health problem in the United States, affecting over 10% of the population. That equals to over 17,000 people in the Shawnee demographic area; and

Whereas, our citizens who have overcome communication disabilities through the services of Audiologists are now able to lead more independent, productive, and fulfilling lives; and

Whereas, Shawnee is proud and honored to have Audiologists offering quality education and health-care services to its citizens.

Now, Therefore I, Wes Mainord, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim May 2016, as

“Better Hearing Month”

In the city of Shawnee, Oklahoma
Dated this 2nd day of May, 2016

Wes Mainord, Mayor

Phyllis Loftis, CMC, City Clerk

Regular Board of Commissioners

4.

Meeting Date: 05/02/2016

OMAG Trustees

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution authorizing Wes Mainord, Mayor, to cast a ballot for the Oklahoma Municipal Assurance Group (OMAG) election of Mary Rupp, City Manager of Perry, Oklahoma as trustee.

Attachments

OMAG Election Ballot

OMAG Election Reso

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP 2016 Election of Two Trustees

The biographical sketch for each nominee was written by the person(s) who made the nomination. Nominees are listed in alphabetical order. YOU MAY VOTE FOR TWO (2) NOMINEES.

MICHAEL BAILEY, Administrative Director/CFO, City of Bartlesville. Michael holds a Bachelor's Degree in Accounting and is a licensed CPA. Michael is the Administrative Director/CFO for the City of Bartlesville. Michael has served on the OMAG Board of Trustees since 2007 and has held the positions of Chairman, Vice-Chairman, and Secretary. Michael serves on many other municipal Boards. **(The City of Bartlesville participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

DAN GALLOWAY, City Manager, City of El Reno. Dan has a BS in Geography and Economics at Western Illinois University and MS in Urban Planning/Economic Geography at Southern Illinois University. Past service as City Manager includes Owasso, Clinton, Bethany, Stillwater and currently El Reno, Oklahoma. He was previously a seven year OMAG Board member. **(The City of El Reno participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

VERNON HOEHN, Council Member, City of Fairview. Vernon was raised in Oklahoma and attended college at UCO receiving a BS Degree. Actively involved in community organizations and interests. Served on council for 12 years, holding Mayor and Vice-Mayor positions during his term. Active member of Chamber, President of MCEDA, and NW Water Action Committee. Retired Military. **(The City of Fairview participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

ROGER KOLMAN, City Manager, City of Glenpool. Roger Kolman has served as the City Manager of Glenpool since 2014, and previously served as the City Manager in Anadarko, OK and as the Interim and Assistant City Manager in Maricopa, AZ. Roger earned a Master of Administration and Bachelor of Science in Business and is a licensed CPA. **(The City of Glenpool participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

MARK SKILES, City Manager, City of Clinton. Mark is the current City Manager for the City of Clinton. He has 13+ years' experience in municipal government serving communities in Oklahoma and Kansas. Mark holds a Bachelor's in Agriculture and a Master's in Administrative Studies. He is experienced in serving on community boards. **(The City of Clinton participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

CLAYTON E. LUCAS, II, City Manager, City of Sallisaw. Clayton Lucas has been employed by cities in California, Utah and Missouri before returning to his hometown of Sallisaw. Clayton holds a B.A. in Urban Planning from Fresno State and an M.P.A. from Pennsylvania State University. He's a sixth generation native of Oklahoma and is married with 5 children. **(The City of Sallisaw participates in the Municipal Liability Protection Plan and the Workers' Compensation Plan.)**

DEA MANDEVILL, City Manager, City of Medford. Dea has 28 years of municipal experience and holds a Bachelor's in Business. She serves on the Oklahoma Hall of Fame Board and is Treasurer for the Medford Lions Club and St. Mary's Altar Society. She's the Past President of the Oklahoma City Manager's Association and Medford Chamber of Commerce. **(The City of Medford participates in the Municipal Liability Protection Plan and the Workers' Compensation Plan.)**

JOHN NOBLITT, City Manager, City of Lindsay. Mr. Noblitt has over 20 years of experience leading, managing and participating in comprehensive planning and policy programs in both the public and private sectors. Mr. Noblitt holds BBA from Letourneau University and is a Certified Public Manager. **(The City of Lindsay participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan and the Workers' Compensation Plan.)**

SEE REVERSE FOR ADDITIONAL NOMINEES

SEE REVERSE FOR ADDITIONAL NOMINEES

____ **MIKE NUNNELEY, Town Administrator, Town of Mannford.** Mike Nunneley, 2015's City Manager of the Year, and Mannford Administrator began his municipal service as Mayor of Granite in 1996 and served as Granite's first Town Administrator. Mike has made over 65 presentations statewide to city councils on how to hire city managers, on municipal operations and economic development. **(The Town of Mannford participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

X

MARY RUPP, City Manager, City of Perry. Mary Rupp, A Don Rider Award recipient, was appointed Perry City Manager in 2012 after a 35 year career with the City of Stillwater. As Stillwater's Deputy City Manager Mary gained administrative, risk management and insurance experience. Mary was the first Deputy CM to serve as President of the CMAO. **(The City of Perry participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan and the Workers' Compensation Plan.)**

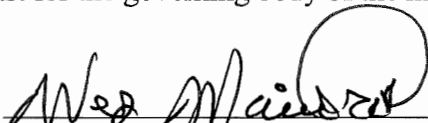
____ **JANET SMITH, City Manager, City of Crescent.** Janet gained experience working in Edmond and Ponca City management before becoming City Manager for Crescent. She has earned a Master's Degree in Public Administration, is a member of CMAO and is a Board member for the 522 Crescent Ambulance District and Logan County Economic Development Authority. **(The City of Crescent participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **GINA SNEDEKER, Finance Director, City of Chickasha.** Twenty-nine years of municipal experience. Certified in public finance and as a municipal clerk. Holds current position as State Representative for GFOA of OK. Named "City Clerk of 2014" by ASCOG a Trust Authority for Grady Co. and "OMCTFOA Member of Year" in 2014 from OML. **(The City of Chickasha participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

SIGN AND ATTEST

Ballot cast for the governing body of the municipality of _____

Signed: _____


Mayor

Attested: _____ Date: _____, 2016
Clerk

PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT!

Your Ballot must be received by the Oklahoma Municipal Assurance Group, 3650 S. Boulevard, Edmond, OK 73013 no later than May 31, 2016, by:

- (1) sending a facsimile of the ballot to OMAG at (405) 657-1401;**
- (2) sending the ballot to Kelsie Adams at kadams@omag.org; or**
- (3) sending OMAG the ballot by certified mail.**

RESOLUTION NO. _____

OFFICIAL BALLOT

A RESOLUTION AUTHORIZING AND DIRECTING WES MAINORD, MAYOR, AN AUTHORIZED AGENT OF THE CITY OF SHAWNEE, OKLAHOMA, TO CAST VOTES FOR TRUSTEES OF THE OKLAHOMA MUNICIPAL ASSURANCE GROUP TO FILL EXPIRING TERMS OF TRUSTEES.

WHEREAS, the City of Shawnee, Oklahoma is a participating employer in the Oklahoma Municipal Assurance Group, duly authorized to vote for Trustees of the Oklahoma Municipal Assurance Group to fill expiring terms of Trustees thereof; and

WHEREAS, Wes Mainord is the authorized agent for the City of Shawnee and should be authorized to cast ballots for Trustees of said Oklahoma Municipal Assurance Group;

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

THAT Wes Mainord, authorized agent, be and he is hereby authorized and directed to cast ballots for and on behalf of the City of Shawnee, Oklahoma for Mary Rupp, City Manager for the City of Perry, for a three year term commencing July 1, 2016.

PASSED AND APPROVED this 2nd day of May, 2016.

(SEAL)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

5.

Meeting Date: 05/02/2016

Prel Budget FY16-17

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Overview of preliminary budget for FY 2016-2017.

Attachments

No file(s) attached.

Regular Board of Commissioners

6. a.

Meeting Date: 05/02/2016

Bids Union St Sidewalk

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Union Street Sidewalk Projects, Contract No. COS-PW-15-01 (Award)

Attachments

Union St Sidewalk Award Memo

Union St Sidewalks Bid Tab

Union St Sidewalks Notice

Union St Sidewalks Notice Mailed To List

Union St Sidewalk Plan Holders



Office of the City Engineer

MEMORANDUM

Date: April 27, 2016

To: Justin Erickson, City Manager

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

Re: North Union Street Sidewalk Project

Award Recommendation

At the April 18, 2016 City Commission meeting we opened bids for the above referenced project. The City received four bids from Contractors, and the bid results are shown in the attached Bid Tabulation. The lowest and best bid received was from Parathon Construction in the amount of \$188,201.00.

Funding for the Project will be from an Avedis Foundation Grant given to the Shawnee Public Schools, and the SPS will issue the City a check in the bid amount drawn down off of the attached Purchase Order issued to the City by the Shawnee Public Schools.

At the May 2, 2016 Commission meeting, staff will recommend award of the N. Union Street Sidewalk Project to Parathon Construction in the dollar amount of \$188,201.00 for the base bid and add alternate.

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

COS-PW-15-01
UNION STREET SIDEWALK PROJECT

ITEM		QNTY.	PARATHON CONSTRUCTION		PARATHON CONSTRUCTION		C-P INTEGRATED		C-P INTEGRATED		RUDY CONSTRUCTION		RUDY CONSTRUCTION		S & J CONSTRUCTION		S & J CONSTRUCTION	
NO.	DESCRIPTION	NO.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1.	Unclassified Excavation	422.00	C.Y.	\$ 15.00	\$ 6,330.00	\$ 30.56	\$ 12,896.32	\$ 30.00	\$ 12,660.00	\$ 50.00	\$ 21,100.00							
2.	Embankments	10.00	C.Y.	\$ 75.00	\$ 750.00	\$ 42.03	\$ 420.30	\$ 30.00	\$ 300.00	\$ 50.00	\$ 500.00							
3.	Solid Slab Sodding	2,250.00	S.Y.	\$ 4.50	\$ 10,125.00	\$ 7.78	\$ 17,505.00	\$ 2.50	\$ 5,625.00	\$ 4.50	\$ 10,125.00							
4.	Retaining Wall- Keystone Block	50.00	L.F.	\$ 70.00	\$ 3,500.00	\$ 83.08	\$ 4,154.00	\$ 160.00	\$ 8,000.00	\$ 75.00	\$ 3,750.00							
5.	4" Concrete Sidewalk	1,300.00	S.Y.	\$ 41.00	\$ 53,300.00	\$ 39.52	\$ 51,376.00	\$ 75.00	\$ 97,500.00	\$ 45.00	\$ 58,500.00							
6.	6" Concrete Drivewa- H.E.S.	657.00	S.Y.	\$ 55.00	\$ 36,135.00	\$ 59.25	\$ 38,927.25	\$ 75.00	\$ 49,275.00	\$ 63.00	\$ 41,391.00							
7.	Tactile Warning Device- New	16.00	S.F.	\$ 30.00	\$ 480.00	\$ 46.46	\$ 743.36	\$ 50.00	\$ 800.00	\$ 31.25	\$ 500.00							
8.	Adjust to Grade- Valve Boxes	3.00	EA.	\$ 200.00	\$ 600.00	\$ 214.04	\$ 642.12	\$ 200.00	\$ 600.00	\$ 250.00	\$ 750.00							
9.	Adjust to Grade- Water Meter	4.00	EA.	\$ 200.00	\$ 800.00	\$ 276.96	\$ 1,107.84	\$ 200.00	\$ 800.00	\$ 250.00	\$ 1,000.00							
10.	Removal of Concrete Driveway	657.00	S.Y.	\$ 11.00	\$ 7,227.00	\$ 11.28	\$ 7,410.96	\$ 10.00	\$ 6,570.00	\$ 27.00	\$ 17,739.00							
11.	Remove Fence- Chain Link	10.00	L.F.	\$ 35.00	\$ 350.00	\$ 25.45	\$ 254.50	\$ 10.00	\$ 100.00	\$ 100.00	\$ 1,000.00							
12.	Remove Fence- 4 Strand Barbed	1,013.00	L.F.	\$ 3.00	\$ 3,039.00	\$ 3.53	\$ 3,575.89	\$ 3.00	\$ 3,039.00	\$ 2.50	\$ 2,532.50							
13.	Remove & Reset- Mailbox	11.00	EA.	\$ 200.00	\$ 2,200.00	\$ 148.68	\$ 1,635.48	\$ 200.00	\$ 2,200.00	\$ 300.00	\$ 3,300.00							
14.	Remove & Reset - Sign	1.00	EA.	\$ 200.00	\$ 200.00	\$ 198.26	\$ 198.26	\$ 240.00	\$ 240.00	\$ 250.00	\$ 250.00							
15.	Remove Tree (24")	1.00	EA.	\$ 2,000.00	\$ 2,000.00	\$ 1,740.87	\$ 1,740.87	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00							
16.	Sheet Alum. Signs	17.00	S.F.	\$ 45.00	\$ 765.00	\$ 33.27	\$ 565.59	\$ 25.00	\$ 425.00	\$ 23.00	\$ 391.00							
17.	2 1/2" Square Tube Posts	20.00	L.F.	\$ 30.00	\$ 600.00	\$ 21.29	\$ 425.80	\$ 25.00	\$ 500.00	\$ 4.50	\$ 90.00							
18.	Traffic Stripe(White)(Multi-Poly)(24" Wide)	40.00	L.F.	\$ 30.00	\$ 1,200.00	\$ 33.27	\$ 1,330.80	\$ 36.00	\$ 1,440.00	\$ 30.00	\$ 1,200.00							
19.	Traffic Bound Surface Course Type E	80.00	Ton	\$ 45.00	\$ 3,600.00	\$ 54.09	\$ 4,327.20	\$ 50.00	\$ 4,000.00	\$ 60.00	\$ 4,800.00							
20.	Traffic Control	1.00	L.S.	\$ 3,500.00	\$ 3,500.00	\$ 3,326.52	\$ 3,326.52	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00							
21.	Clearing & Grubbing	1.00	L.S.	\$ 4,000.00	\$ 4,000.00	\$ 4,986.14	\$ 4,986.14	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00							
22.	Erosion Control	1.00	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 6,483.49	\$ 6,483.49	\$ 3,500.00	\$ 3,500.00	\$ 8,500.00	\$ 8,500.00							
23.	Construction Staking	1.00	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 3,326.52	\$ 3,326.52	\$ 7,500.00	\$ 7,500.00	\$ 25,000.00	\$ 25,000.00							
24.	Mobilization	1.00	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 10,580.54	\$ 10,580.54	\$ 25,000.00	\$ 25,000.00	\$ 39,900.00	\$ 39,900.00							
TOTAL AMOUNT OF BASE BID					\$ 152,701.00		\$ 177,940.75		\$ 272,074.00		\$ 285,818.50							
25.	ELTEC Solar HAWK PED. Hybrid Beacon System	1	EA.	\$ 35,500.00	\$ 35,500.00	\$ 43,244.82	\$ 43,244.82	\$ 37,200.00	\$ 37,200.00	\$ 42,500.00	\$ 42,500.00							
TOTAL AMOUNT OF ALTERNATE BID					\$ 35,500.00		\$ 43,244.82		\$ 37,200.00		\$ 42,500.00							
TOTAL AMOUNT OF COMBINED BID					\$ 188,201.00		\$ 221,185.57		\$ 309,274.00		\$ 328,318.50							

John Krywicki

From: John Krywicki
Sent: Monday, April 25, 2016 1:34 PM
To: 'mmoore@shawnee.k12.ok.us'
Cc: 'David Harp'; Justin Erickson
Subject: Union Street Sidewalk Project--Avedis
Attachments: BID TABS--NORTH UNION SIDEWALK PROJECT.pdf

Marc,

Last Monday (April 18th) the City of Shawnee had the Bid Opening for the North Union Street Sidewalk Project that will run from the Shawnee Middle School south to the MacArthur & Union Intersection, and we have now completed our review of the bids. The City received four bids and they have been tabulated for your review. The attached pdf file contains the bid tabulations. The lowest and best bid received was from Parathon Construction in the amount of \$188,201.00. Parathon Construction had done excellent work here in Shawnee on past projects, and their most recent work has been on the Bryan Street Trail Project from MacArthur to Highland which has turned out quite well. Also, their bid of \$188,201 is substantially lower than the initial cost estimate used for grant funding by the Avedis Foundation, which is great news, in that it could free up more funding to be used for the Middle School Tennis Court(s) project.

We would like to be able to award the Union Street Sidewalk Project to Parathon Construction at the City Commission meeting to be held on Monday night, May 2nd. Prior to us issuing the Contractor (Parathon) a Notice to Proceed on the project, we will need to have the funding for the project given to the City. We would like to issue the NTP by second week in May so that construction could be completed this summer and the sidewalk project completed by time school opens later this summer.

If you have any questions or need additional information, let us know.

Thanks,
John K.

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

*Ph: 405.878.1660
Fax: 405.878.1719*

Purchase Order

Shawnee Public Schools

Bill To →

Ship To: Shawnee Public Schools
SHAWNEE MIDDLE SCHOOL
4300 N. Union
Shawnee OK 74804

Vendor No: 25
To: CITY OF SHAWNEE
P.O. BOX 1448
SHAWNEE OK 74802-1448

PO No
2016-81-63

PO Date
3/3/2016

Amount
\$309,995.00

Date Requested
3/3/2016

Date Approved
3/3/2016

Requested By
DAVID HARP, BS MGR

Encumbered By

Description	Vendor Item No	Qty	Unit Price	Amount
SIDEWALK PROJECT		1.000	\$309,995.00	\$309,995.00

BID TABULATION SHEET

UNION STREET SIDEWALK PROJECTS

COS-PW-15-01

APRIL 18, 2016

<u>BIDDER</u>	<u>AMOUNT</u>	
	<i>BASE</i>	<i>ADD AMT</i>
<u>Rudy Construction Co.</u> Oklahoma City, OK	<u>272,074.00</u>	37,200.00
<u>S&J Construction Specialists, LLC</u> Sapulpa, OK	<u>285,818.50</u>	42,500
<u>Parathon Construction LLC</u> Edmond, OK	<u>152,701.00</u>	35,500.00
<u>C-P Integrated Services Inc,</u> Oklahoma City, OK	<u>177,940.75</u>	43,244.82

\$245,000
ENGINEER'S ESTIMATE

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., **Monday, April 18, 2016**, for:

**BID: CONTRACT NO. COS-PW-15-01
UNION STREET SIDEWALK PROJECT**

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, April 6, 2016, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.**

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

**BID: CONTRACT NO. COS-PW-15-01
UNION STREET SIDEWALK PROJECT
April 18, 2016**

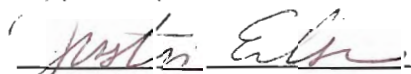
This project shall include **construction of sidewalks on Union from MacArthur to the middle school**. BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma,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

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

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., **Monday, April 18, 2016**. The City of Shawnee reserves the right to reject any and all bids.

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY:


Justin Erickson, City Manager




Phyllis Long, City Clerk

Project Mailing list
COS-PW-15-01
Union Street Sidewalk Project

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

**ACE PAVING & CONSTRUCTION INC
NBU 8108
PRAGUE OK 74864**

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

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

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

**Austin Paving
PO Box 2707
Stillwater, OK 74076**

**Bishop Paving
PO Box 1334
OKC,OK 73101**

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

**Christian Construction Company
20125 180th Street
Purcell, OK 73080**

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

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

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

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

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

**CP3 Enterprises
13112 NS 3500
Maud, Oklahoma 74854**

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

**Davenport Construction
6001 N. Horseshoe Bend
Edmond, Ok 73034**

**DOLESE
20 N W 13TH
OKLAHOMA CITY OK 73103**

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

**DTH Construction
35603 Moccasin Trail
McLoud, OK 74851**

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

**Eagle Vision Construction
PO Box 1225
Shawnee, OK 74802**

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

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

Project Mailing list
COS-PW-15-01
Union Street Sidewalk Project

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

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

**Hardcore Concrete Construction
Group
15 Angie Lane
Shawnee, OK 74801-3916**

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

**HD Supply
14701 E. 116 N
Owasso, Ok 74055**

**Heller Construction
PO Box 1438
Hot Springs, Arkansas 71902**

**Howard Construction
901 S. Spring Lane
Blanchard, OK 73010**

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

**J & S Dozer
1822 Elmgrove Road
Muskogee, Ok 74403**

**Jordan Contractors
123 S. Broadway
Tecumseh, Ok 74873**

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

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

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

**Kustom Krete
1901 Glenn Wood Dr.
Moore, OK 73160**

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

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

**MARKWELL PAVING COMPANY
P O BOX 82005
OKC OK 73148**

**McWane Pipe
10012 S. Maplewood Pl
Tulsa, OK 74137**

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

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

**Merryman Excavators
1501 Land Road
Woodstock, IL**

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

**Mike Little Construction
1901 N. Kickapoo
Shawnee, OK 74804**

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

Project Mailing list
COS-PW-15-01
Union Street Sidewalk Project

**OBC Inc
PO Box 3817
Edmond, Ok 73083**

**Parathon Construction
PO Box 1287
Edmond, Ok 73083-1287**

**Pbx Corporation
PO Box 644
Sapulpa, Ok 74067**

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

**PIONEER ROCK
P O BOX 176
COMMERCE OK 74339**

**PM Construction
131 N. Richey
Pasadena, Texas 77506**

**RUDY CONSTRUCTION CO.
P O BOX 14575
OKC OK 73113**

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

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

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

**Shoestring Enterprises LLC
PO Box 390
Olustee, OK 73560**

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

**TG Excavating
26016 E. Admiral Place
Catoosa, OK 74015**

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

**TJ Campbell
6900 S SUNNYLANE
OKC OK 73135**

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

**Tonto Construction Inc
8101 W. 33rdStreet South
Muskogee, Ok 74401**

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

**Trent Construction
2200 N. Luther Road
Harrah, Ok 73045**

**T T K CONSTRUCTION
P O BOX 3681
EDMOND OK 73083**

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

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

**Wee Construction Co
PO Box 263
Washington, OK 73093**

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

Project Mailing list
COS-PW-15-01
Union Street Sidewalk Project

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

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

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

**Central Contracting
17301 South Sunny Lane
Norman, Ok 73071**

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

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

**Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850**

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

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

**Benchmark Enterprises
Becky Wagnon
PO Box 140121
Broken Arrow, OK 74014**

**Dodge Data & Analytics
Attn: Plan Coordinator
3315 Central Avenue
Hot Springs, AR 71913**

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-15-01
UNION STREET SIDEWALK PROJECT
(FROM MACARTHUR TO THE MIDDLE SCHOOL)
(HAVE CONFIRMED RECEIPT OF ADDENDUM)

Business Name: RUDY CONSTRUCTION CO.
Contact: PHIL PRATT
Address: PO BOX 14575
OKC, OK 73113
Telephone: 405-478-9900
Fax: 405-478-9901
Cell:
E-Mail: PPRATT@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: 4/6/16 CK # 62442

Business Name: PARATHON CONSTRUCTION
Contact: JIMMY SMITH
Address: PO BOX 1287
EDMOND, OK 77083
Telephone: 405-202-0643
Fax: 866-391-1572
Cell: 405-202-0643
E-Mail: PARATHONCONSTRUCTION@GMAIL.COM
Paid for & Picked Up Specs: 4/6/16 CH# 4238

Business Name: CP INTEGRATED SERVICES
Contact: JAY HUGHES
Address: 3007 NW 63RD ST.
OKC, OK 73120
Telephone: 405-732-0532
Fax: 405-242-6499
Cell: 405-627-7280
E-Mail: JAYHUGHES@COXINET.NET
Paid for & Picked Up Specs: 4/6/16 CREDIT

Business Name: S & J CONSTRUCTION
Contact: GENE PARVIN
Address: PO BOX 2543
SAPULPA, OK 74066
Telephone: 918-521-0310
Fax: 918-722-7483
Cell: 918-521-0310
E-Mail: GPARVIN.SJC@GMAIL.COM
Paid for & Picked Up Specs: 4/6/16 CK #4027

Business Name: KRAPFF REYNOLDS CONSTRUCTION
Contact: JAKE JONES
Address: 2400 NE 4TH STREET
OKC, OK 73117
Telephone: 405-733-9682
Fax: 405-516-0081
Cell: 405-205-9111
E-Mail: JAKE@KRAPFF-REYNOLDS.COM
Paid for & Picked Up Specs: 4/6/16 CK #215671

Business Name: _____
Contact: _____
Address: _____

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

Regular Board of Commissioners**6. b.**

Meeting Date: 05/02/2016

Bids Muni Aud HVAC

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Auditorium HVAC Project (Award)

Attachments

Mun HVAC Memo

Mun HVAC Bid Tab

Mun HVAC Notice

Mun HVAC Notice to List

Mun HVAC Plan Holders

Mun HVAC Prebid Mtg List



Office of the Director of Operations

Date: April 28, 2016
To: Mayor and Commissioners
From: James Bryce, Director of Operations
RE: Auditorium HVAC Award

Nature of the Request:

Award of the Auditorium HVAC System to Jim Cooley Construction LLC of Oklahoma City.

Staff Analysis, Considerations:

Staff and Fosdick & Hilmer, our consulting Engineers, have reviewed the bid documents and discussed them with Federal Mechanical, subcontractor, to insure that what was bid on was correct. We also chose to go with the add alternates, new ceiling tile and LED lighting. The current metal halide lighting does not work and is in need of replacement and new ceiling tile would give the building a clean finished look.

Recommendation:

It is Staff recommendation to award the Auditorium HVAC to Jim Cooley Construction LLC in the amount of \$555,175.00 which includes the new lighting and ceiling tiles, no brick screen wall, and using the voluntary alternate DOAS equipment.

Budget Consideration:

Project is funded out of the Capital Outlay budget.

Account # 301-5-1120-5420 609 1120-01 Heat and Air Auditorium

Budget - \$600,000.00

Architect/ Engineer	\$32,000.00 (design & construction management)
Asbestos testing and removal	\$11,227.21 (one area in the basement)
Construction	<u>\$555,175.00</u>
Total	\$598,402.21

BID TABULATION SHEET
AUDITORIUM HVAC PROJECT

APRIL 18, 2016

BIDDER

AMOUNT

Hardesty Team, Oklahoma City, OK

Deductive Alternate – Brick Screen Wall

Voluntary Alternate – DOAS-1 Equipment: (optional)

Voluntary Alternate – VRF Equipment: (optional)

Additive Alternate – New LED Lighting:

Additive Alternate – New Ceiling Tiles:

\$ 643,096.00

\$ 55,000.00

\$ N/A

\$ N/A

\$ 49,777.00

\$ 75,868.00

Jim Cooley Construction LLC, Oklahoma City, OK

Deductive Alternate – Brick Screen Wall

Voluntary Alternate – DOAS-1 Equipment: (optional)

Voluntary Alternate – VRF Equipment: (optional)

Additive Alternate – New LED Lighting:

Additive Alternate – New Ceiling Tiles:

\$ 516,700.00

\$ 18,900.00

\$ 6,000.00

\$ 500.00

\$ 38,000.00

\$ 25,875.00

Deductive Alternate – Brick Screen Wall

Voluntary Alternate – DOAS-1 Equipment: (optional)

Voluntary Alternate – VRF Equipment: (optional)

Additive Alternate – New LED Lighting:

Additive Alternate – New Ceiling Tiles:

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

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, April 18, 2016 for:

Auditorium HVAC Project

Instructions and bid documents are available to qualified bidders at:

Reidprographics
6800 N. Shartel Oklahoma City, Ok 73116
asap@reidprographics.com
Phone 405-848-7274
Fax 405-848-0086

And:

Don's Copiers
1502 N. Beard
Shawnee, Ok. 74804
Phone: (405) 273-7755
Contact: Steve Holland - sholland@donscopiers.com

Instructions and Bid Documents can be viewed at:

Fairview Cemetery Office, 1400 north Center Street Shawnee, Oklahoma 74801
8:00 am to 4:00 pm Monday – Friday.

Fosdick & Hilmer Engineers, 710 Asp Avenue, Norman, Ok 73069
(405) 271-4551

A non-mandatory pre bid meeting will be on April 6, 2016 at 10:00AM CST at the Auditorium located at 400 N. Bell Street Shawnee, OK 74801.

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:

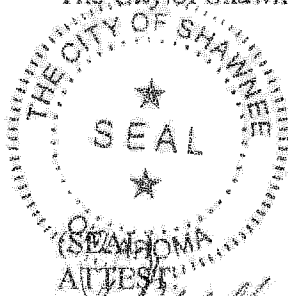
BID – Auditorium HVAC Project
April 18, 2016

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, April 18, 2016.

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



Phyllis Lottis, CMC, City Clerk

CITY OF SHAWNEE, A Municipal Corporation

By: *Justin Erickson*
Justin Erickson, City Manager

Auditorium HVAC Project

NOTICE to BIDDERS LIST:

American A/C & Heating
212 W. Main St.
Shawnee, Oklahoma 74801
(405) 275-3223

Sparks Heat & Air, Inc.
128 Summit Dr.
Shawnee, Oklahoma 74801
(405) 273-1521

Kizzia Heat & Air
624 Kickapoo Spur
Shawnee, Oklahoma 74801
(405) 273-6617

Watkins Heating and Air
21205 Bethel Rd.
Tecumseh, Oklahoma 74873
(405) 275-1974

Jackson Mechanical (405) 999-6009
Matt Olson mattolson@jacksonmechanicalokc.com
Jim Nance jimnance@jacksonmechanicalokc.com

Lieber Mechanical (405) 265-4695
Gary Baker glbaker@liebermech.com

Air Force 1 A/C & Heating L.L.C. (405) 388-8110
Tim Muirhead tim_af1@yahoo.com

Hardesty Team (405) 521-0101
Larry Glidewell larry@hardestyteam.com

Patco Electrical Services (405) 213-3857
Chris Clark cclark@patcoelectrical.com

All Phase Electric (405) 273-3381
Charlie Thompson apewc94@sbcglobal.net

'planroom@swcnews.com'

PLAN HOLDERS LIST

McGraw-hill

Kathy Marshall
Tel: 912-351-4504
Fax: 877-836-5711
02/09/16 11:04 am

iSqFt

4500 Lake Forest Drive
Suite 502
Blue Ash, OH 45242
Steven Albrinck
Tel: 5135601190
Fax: 5135601190

Johnson Controls Steve Kuhnert

Federal Mechanical Marty Russel

Auditorium HVAC Pre Bid Meeting

Name (Print)

Mandy Russell

Company/address

Federal Maintenance 1900 NE 36th, OKC, OK 73111

Phone Number

405-812-4339

Email Address

MRussell@FederalMaintenance

Fax

405-203-4482

Name (Print)

Steve Kuhnt JR

Company/address

Phone Number

688-3754

Email Address

Steve.W.Kuhnt

Fax

Name (Print)

Carbin Acoet

Company/address

Acoet Climate Control

Phone Number

405-641-9204

Email Address

AcoetClimateControl@yahoo.com

Fax

Name (Print)

Company/address

Phone Number

Email Address

Fax

Name (Print)

Company/address

Phone Number

Email Address

Fax

Regular Board of Commissioners**7.**

Meeting Date: 05/02/2016

CM Report

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Report

AttachmentsCM Report 04-2016

City Manager Report

April 2016



City Manager April Highlights

Wayfinding

City staff participated in several meetings April 4-5 with Visit Shawnee, Inc. and the planning firm Arnett Muldrow. The FY 16-17 budget will include a rollover of \$150,000 for signage. Visit Shawnee, Inc. is paying for the entire cost of the Wayfinding Plan and will also be contributing funds for signage. The plan should be complete by July and signs will be installed in late-summer and fall.

HUD Meeting

The U.S. Department of Housing and Urban Development will be hosting a Community Roundtable on May 3, 2016 at 9:00 AM at the Shawnee EXPO. They are working on a community needs assessment for the City and have been working closely with Shawnee Urban Renewal Authority staff.

Workshop/Planning Session Update

Hotel/Motel Tax. At the City Commission workshop held on March 25, the possibility of an increase in the occupancy tax was discussed. The primary purpose of the increase would be to fund capital improvements at the EXPO. In order to add this to the November 8 election, the City Commission would need to consider the matter at their July 18 or August 1 meeting.

Tourism Center Property. The City Commission declared the property surplus on April 18 and authorized staff to solicit bids. A minimum bid of \$300,000 was established. Bids are due June 6 and will be opened at the City Commission meeting.

Bryan Street Interchange. City, County and ODOT representatives met with Principal Chief Kay Rhoads of the Sac and Fox Nation at their headquarters in Stroud on April 8. At this time, the Sac and Fox Nation is still reviewing the project and the project remains on hold.

Miscellaneous

- City staff and commission members attended the Community Renewal event on April 1.
- The first annual "Redbud City" community dinner event was held on April 15. Public attendance was strong and feedback was overwhelmingly positive.

Meetings and Noteworthy Items

City Commission – May 2, May 16

Planning Commission – May 4

Beautification Meeting – May 12

Traffic Commission – May 24

Note: Meetings are subject to addition, cancellation and change. Agendas are posted on www.shawneeok.org

Other Important Dates

Shawnee Splash Opening Day – May 20

Avedis Health Week – May 20-28

Board Openings

Zoning Board of Adjustment

Library Board

Beautification Committee

Contract Review

Shawnee Industrial Authority

Note: Applications can be obtained: www.shawneeok.org/gov/Boards/

Reminder: The 4th of July Glory Days event has been combined with Trails Days (this festival occurs in downtown Shawnee). The fireworks display will occur on Saturday, June 18 and will be viewable from downtown.

City Manager Report

April 2016



EXPO Operations

The International Finals Youth Rodeo will be held July 10-16.

The new stadium lights have been ordered and are expected to be in place prior to the IFYR.

For a complete listing of scheduled EXPO events, please see:

<http://www.shawneeexpo.org/calendar.html>

OTHER UPDATES BY DEPARTMENT

Finance/Treasurer Report

Sales Tax received for the month of April was presented at the April 18 City Commission meeting. April sales tax collection was \$1,552,529, which was up \$126,078 or 8.84% over last year. For Fiscal Year 15-16, sales tax is up 4.48% over the previous year.

The current General Fund Budget is \$21,862,899. There is \$4,746,050 remaining in the budget as of April 25. Debt registers are emailed to the City Commission biweekly. Additional information and details provided to the City Commission at the second meeting of every month.

Shawnee Municipal Authority

Water Levels. With recent rains, the Shawnee Twin Lakes and Wes Watkins are at or above normal pool level. We appear to be well position for peak summer use at this point.

Master Plan Implementation. In 2014, SMA completed a Comprehensive Water and Wastewater Master Plan which evaluated all water supply, water treatment, collection systems and wastewater treatment facilities. The Plan included a Capital Improvement Plan (CIP) with recommendations for prioritization and phasing of the recommended short term (0-5 years and 5-10 years) and long term (10-20 years) Capital Improvements Plan (CIP) projects.

Staff is working on a Request for Qualifications (RFQ) to undertake the engineering work necessary for several major master plan capital items. A status update on implementation of the SMA Master Plan will be presented to the City Commission concurrent with the annual budget process in May. The RFQ should be ready simultaneously.

Pipe Bursting. Pipe bursting is one component of the Master Plan that has been actively implemented. Latest counts for pipe bursting for the year are as follows: Total Pipe Installed: 8-inch: 11,243 feet; 10-inch: 771 feet; 12-inch: 1,497 feet. Total Service Lines: 114. Total Manholes: 4

Recycling. Central Disposal reports that as of last count, the Citywide recycling participation rate was over 35%, which is above the national average.

Bathymetry Study. The City of Shawnee has entered into a joint-funding agreement with the U.S. Geological Survey to conduct a bathymetry study. The total cost of the project is \$46,000 and the City's share is \$15,500. Bathymetric data can be used for a myriad of purposes ranging from determination of

City Manager Report

April 2016



the elevation, area, and capacity of a body of water, to sediment deposition patterns. The objective of this project will be to conduct complete bathymetric surveys of the Twin Lakes. The study will be completed in 2017.

Consumer Confidence Report. The annual consumer confidence reports will be mailed in May. The City met all testing parameters except turbidity, which was tested high in June and July 2015. The high turbidity was due to the historic rainfalls that occurred during that timeframe. Turbidity levels have no health effects, however, it is used to measure effective filtration and can interfere with disinfection. Water Treatment Plant (WTP) staff adjusted components of treatment to reduce turbidity levels and corrected the situation.

Operations Department

Shawnee Splash. The Shawnee Splash Aquatics Center opens to the general public on May 20. The City received \$30,000 from the Avedis Foundation to facilitate discount days and provide free swim lessons to 160 children.

Red Cedar Eradication. The Parks Department with support from SMA removed all red cedar trees from Don Collins Park located at Shawnee Lake No. 1. A total of 50 trees were removed over a two-day period. Additional removals at other locations will be evaluated in Fall 2016.

Lake Maintenance Building. The Lake Maintenance Building is complete, staff is waiting on the contractor to make sure that the inspector's office has been out to complete all inspections and rock for the driveways will be delivered soon. Staff will be taking out the boat, mowers, and everything else needed for the summer and putting them in them building.

Auditorium HVAC Design. This project has been bid out twice with two bids coming in the second time. Staff is going through the bid documents and making sure that the bid is good. Staff is expecting to recommend award of the bid in May.

Library HVAC Repair. The cooling tower and the heat pump circulation system is in bad need for repair. The cooling tower that is on the roof has been patched to keep it for leaking and the circulation system is PVC and when it gets hot the joints come apart dumping water into the Library. Staff is working on specs to bid out both projects.

Engineering and Streets

Union Street Sidewalk. Bids were received on the Union Street Sidewalk Project on April 18, 2016. The City Commission will consider a bid award on May 2. This project is a combined effort between Shawnee Public Schools, the City and the Avedis Foundation. The City is providing engineering, bidding and construction management services at no cost in exchange for Shawnee Public Schools paying for the physical construction of the sidewalk. Shawnee Public Schools received a grant from the Avedis Foundation that is covering the sidewalk project and additional recreational and Middle School improvements. The sidewalk is expected to be complete prior to or right after school begins in August.

City Manager Report

April 2016



Downtown Streetscape. Project awarded to CGC, LLC in the bid amount of \$3,156,371.50. To date, total amount of work is at \$647,915. Construction on Phase I started January 19. All water line and storm sewer improvements have been installed. Curb and gutter, including tree bump outs have been placed, and mainline paving placed. Broadway intersection completed and opened to traffic, and Beard Street intersection closed April 26 while intersection is being completely reconstructed. Phase I was given 120 days to complete and was to be completed by May 18, 2016. However, due to all the rains we have received, there is a possibility that it may not be complete until after May 18. Contractor is working hard to meet the target date. Phase II work will not start until Phase I is substantially complete and opened to traffic. Phase II will have 180 days by contract to complete that section, and is expected to be completed in November 2016.

Kickapoo South. The City and ODOT approved a Project Agreement February 2016 (Resolution #6507). Estimated construction cost of the project from the Spur to Farrall is at \$17,021,745 (including waterline relocation, construction admin and inspection). The City will be responsible for only the water line costs estimated at \$1.7 million and the right-of-way (ROW) acquisition costs, yet to be determined. Engineering design of project is approximately 80% complete, with ROW plans needing to be finalized. Anticipate receiving ROW plans and documentation by August 2016, and City will begin acquisition in September 2016. Upon acquiring parcels, City will cause the utility companies to begin relocations of their facilities that are in conflict with construction. Bid letting and construction of project may be able to proceed by July 2017.

Planning Department

Clean-up Efforts. Condemnation hearings take place on the second Thursday of each month. Due to health and safety hazards, two properties were ordered raised and removed in April. Both properties have been granted numerous resets and no representatives were present at either hearing this month. The subject properties include 428 N. Philadelphia and 708 N. Broadway. For a complete list of Action Center cases or to submit a complaint online, see: <http://www.shawneeok.org/actioncenter/default.asp>

Transportation Alternatives Program. Staff completed application to ODOT in March in regards to their TAP Grant opportunity which, if approved, will provide an excellent source of supplemental funding for additional sidewalks in Shawnee. Staff is awaiting response from ODOT to continue through the process. The Avedis Foundation has agreed to provide matching funds equal to ten percent of the project cost. The proposed sidewalk would bridge a critical missing gap along MacArthur Street east of Harrison.

Zoning Code Updates/Planning Commission. Staff has completed and is prepared to present a Ground Floor Residential Ordinance in May, in reference to downtown Shawnee. Ground floor residential uses are currently allowed within the Central Business District (C-4) outside of the Downtown Core District (and on the second floor of buildings within). Generally, the proposed ordinance will allow for ground floor residential uses within the Downtown Core District, by Conditional Use Permit (CUP). The Commercial must be maintained as the majority of space and must front upon the primary public right-of-way.

City Manager Report

April 2016



The Planning Commission will have several cases to review in May. Agendas are posted here:

<http://www.shawneeok.org/Documents/>

Staffing. The Department is the process of filling both Assistant Code Inspector positions. Job postings went out immediately and Monday, April 25th marked the closing date for applications to be received. Ideally, these positions will be filled by mid-May.

Façade Grants. The 2016 Downtown Façade Grant program accepted three (3) applications for approval. The application deadline was February 22, 2016, award letters were distributed on March 23, 2016, and the press release was issued on March 29, 2016. The three projects are as follows:

- 9 W. Main: also known as Boom-A-Rang Diner, has been selected to receive the full amount of \$4,000 to assist in repairing/applying mortar to the brick, repairing/replacing damaged brick, and general cleaning to the overall façade.
- 23 E. Main: also known as Neal's Home Furnishings, has been awarded the full amount of \$4,000. This project is a continuation of the excellent work started during previous grant cycles. The intent is to uncover and install new windows on the north and east side of the third floor.
- 110 W. Main: This property is technically one (1) building, but three (3) suites, making the scope of work quite large. The property owner, Bill Warmker, has been awarded the full \$4,000 to substantially repair the façade of the entire building, with an emphasis on historic rehabilitation.

Fire Department

Station 2 Rehab/Renovation. We now have a signed contract in place with Fritz Baily Architects of Tulsa. Fritz Baily is currently working on the first draft of the floor plan and elevation. They should be forwarding that to us by next week. We have a meeting scheduled at their offices for Friday, May 13 to discuss/work on needed design changes.

Replacement Engine 3. This unit was placed in service at Station 3 on Saturday, April 9. All Lieutenants (drivers) have been trained on proper driving and pump operations. We are still hard-mounting some small equipment. The former Engine 3 (2008 EONE tanker/pumper) has been re-assigned to Station 1 and re-designated as Engine 1 which is our back-up/county pumper. The former Engine 1 (1989 FMC pumper) has been retired from service. Staff will request that this be declared surplus at a future Commission meeting.

Hydrant Flow Testing (ISO requirement). This project started last week and will continue into next month. Crews started on hydrants west of Kickapoo working from south to north. They will continue working east until all non-private hydrants have been flow tested.

Hose Pressure Testing (ISO requirement). This project also started last week and should be complete by the end of this week. All department firefighting and supply hose will be pressure tested in accordance with NFPA 1962 standards.

City Manager Report

April 2016



Police Department

Administrative. National Click it or Ticket campaign starts May 23. Staff continues work on VOCA and Safe Communities Grant applications.

Patrol. One new officer starts May 2.

Criminal Investigations Division. Detective Swantek was awarded CCRT Officer of the year award.

Animal Welfare. Finalizing plans and bids for additional kennel space. New video surveillance system has been installed. Two officers have completed 40 hours of nationally recognized professionally training.

Dispatch handled 7400 calls for service in April. Three new dispatchers are starting the week of May 9.

Shawnee Regional Airport

Advisory Board. The Shawnee Airport Advisory Board met on April 20, 2016. Highlights included:

- Board recommended an airport budget for FY 2016/2017
- Board recommended several improvement projects for FY 2016/2017

Update on Construction Projects:

- FAA-AIP-3-0040-0088-16-2015 AWOS, Apron lights, and Beacon project is complete
- OAC SNL-16-FS Apron hard-stand project is complete

Other Highlights:

- Delta Wings Equipment, LLC has changed hangar designs and plan to begin construction in the next few weeks
- Keenan English represented Shawnee at the annual Oklahoma Airport Operators Association conference in Norman, April 17-20

Regular Board of Commissioners

10.

Meeting Date: 05/02/2016

Enter ES 911

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion , consideration and possible action to go into Executive Session to discuss potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).

Attachments

No file(s) attached.

Regular Board of Commissioners

11.

Meeting Date: 05/02/2016

Discuss ES 911

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).

Attachments

No file(s) attached.
