

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

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 11.
 - b. Minutes from the January 6, 2017 Special Call meeting and January 17, 2017 regular meeting.
 - c. Acknowledge the following reports and minutes:
 - License Payment Report for January 2017
 - Project Payment Report for January 2017
 - Planning Commission Minutes from December 7, 2016 meeting
 - d. Budget Amendment – Fund 001
Police and Fire Pension Revenue and Expenses for 2016 amount
 - e. Acceptance of donation of Lot 8 and Lot 9, Block 24 of the Choctaw Addition by the Jones Family Company LLC to the City of Shawnee for public use.
 - f. Acknowledge appointment of Mayor Richard Finley, Vice-Mayor James Harrod and Commissioner Lesa Shaw to the Strategic Planning subcommittee.
 - g. Authorize staff to request bids for the replacement of flooring at the Heart of Oklahoma Exposition Center.
 - h. Authorize staff to advertise Request for Proposal for Audit Service Contract.
 - i. Authorize staff to advertise for bids for the Avedis/City Sidewalk Project(s).

- j. Authorize City Manager to execute Grant Agreement with the Avedis Foundation for the Heart of Oklahoma Exposition Center Conference Center Remodel Project.
- k. Budget Amendment – Fund 104 Economic Development
Adjust budget for Avedis Grant
- l. Accept public improvements, i.e. paving and drainage, sanitary sewer, and water line for the Wyndemere Addition Section II, placing maintenance bonds into effect, authorizing obtainment of signatures and recording of the final plat.
- m. Acknowledge the resignation of Dell Kerbs from the Planning Commission.
- n. Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 5 Eckel Tract, 15309 Eckel Road

From: Bruce E. Outland

To: Floyd and Delma Murray

Lot 1A Mosler Tract, 33001 Lake Road

From: Shawnee Homebuilders Association

To: Rosewood Farms, LLC

- o. Mayor's Appointments

Shawnee Housing Authority

David Tomlinson 1st Full Term Expires 2/4/2020

Replaces Donna Houston – Termed Out

Shawnee Library Board

Marissa Lightsey 1st Partial Term Expires 6/30/2019

Replaces Cherity Pennington – Resigned

Correction to expiration date from 2017 to 2019

- 2. Citizens Participation
 - (A three minute limit per person)
 - (A twelve minute limit per topic)
- 3. Presentation, consideration and possible action on proposed changes to City ward boundaries.
- 4. Public hearing and consideration of an ordinance for proposed changes to City ward boundaries. *(Deferred from January 17, 2017 City Commission meeting.)*
- 5. Consider authorizing staff to enter into a contract with CLS & Associates, LLC for Park Design Services.
- 6. Consideration of approval to authorize staff to purchase a Pierce Ascendant 107' aerial firefighting apparatus including loose firefighting equipment from Conrad Fire Equipment at a cost of \$982,360.71.

7. Consideration of approval to authorize staff to purchase a Pierce PUC Pumper firefighting apparatus including loose firefighting equipment from Conrad Fire Equipment at a cost of \$657,102.00.
8. Consider a resolution to declare a certain Shawnee Police Department vehicle surplus property and authorize the sale of said item for scrap.
9. Consider a resolution to surplus a certain Shawnee Police Department vehicle and donate to the Oklahoma Baptist University Police Department.
10. Consider a resolution to surplus a certain Shawnee Police Department vehicle and donate to the Asher Police Department.
11. Consider Bids:
 - a. Library Heat Pump Loop and Cooling Tower Project (Award)
 - b. Wayfinding Signage Project, Contract No. COS-PW-16-01 (Open)
12. City Manager Report
13. New Business

(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
14. Commissioners Comments
15. Discussion, consideration and possible action to go into Executive Session for discussion in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.
16. Consider matters discussed in Executive Session in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.
17. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

1. b.

Meeting Date: 02/06/2017

CC Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the January 6, 2017 Special Call meeting and January 17, 2017 regular meeting.

Attachments

CC SC Minutes 01/06/2017

CC Minutes 01/17/2017

**BOARD OF CITY COMMISSIONERS AND
THE BOARD OF TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY AND
THE SHAWNEE MUNICIPAL AUTHORITY
CITY OF SHAWNEE
SPECIAL CALLED SESSION
JANUARY 6, 2017**

The Board of City Commissioners and The Board of Trustees of the Shawnee Airport Authority and the Shawnee Municipal Authority met in Special Called Session at the Heart of Oklahoma Exposition Center, Highway 177 and Independence Street, Shawnee, Oklahoma, Friday, January 6, 2017 at 9:00 a.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. The following members were in attendance and a quorum was declared.

Richard Finley
Chairman

Dub Bushong
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Absent
Commissioner Ward 5

Vacant
Commissioner Ward 6

Absent: Lesa Shaw

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

AMENDED NOTICE OF A CALLED SPECIAL SESSION OF THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF SHAWNEE AND THE BOARD OF TRUSTEES
OF THE SHAWNEE AIRPORT AUTHORITY AND THE SHAWNEE MUNICIPAL
AUTHORITY, OKLAHOMA

You and each of you are hereby notified that by virtue of a call issued by me on this 3rd day of January, 2017, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee and the Board of Trustees of the Shawnee Airport Authority and the Shawnee Municipal Authority, Oklahoma at the Heart of Oklahoma Exposition Center, Highway 177 and Independence Street, Shawnee, Oklahoma at 9:00 a.m. on the 6th day of January, 2017, and you are hereby notified to be present at said meeting. The purpose of the meeting is a work session for general discussion of issues within city government, the Shawnee Airport Authority and the Shawnee Municipal Authority, including possible new initiatives; general discussion of city priorities, projects, goals, long-term needs and funding options; and general discussion of commission policies.

Witness my hand this 3rd day of January, 2017.

(SEAL)

ATTEST:

s/s Lisa Lasyone
LISA LASYONE, CMC
CITY CLERK

s/s Justin Erickson
JUSTIN ERICKSON
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 3rd day of January, 2017 at 2:50 p.m., and executed the same by delivering a true and correct copy thereof to the Mayor and to each of the Commissioners of the Board of City Commissioners for the City of Shawnee and the Board of Trustees of the Shawnee Municipal Authority, Oklahoma as follows:

A read verification was received from Mayor Richard Finley via e-mail at 5:24 p.m. on January 5, 2017.

A read verification was received from Commissioner Dub Bushong via e-mail at 7:52 p.m. on January 4, 2017.

A read verification was not received from Commissioner Ron Gillham via e-mail.

A read verification was received from Commissioner/Vice Mayor James Harrod via e-mail at 7:18 p.m. on January 6, 2017.

A read verification was received from Commissioner Darren Rutherford via e-mail at 11:02 a.m. on January 4, 2017.

A read verification was received from Commissioner Lesa Shaw via e-mail at 10:44 a.m. on January 5, 2017.

s/s Lisa Lasyone

Lisa Lasyone, CMC, City Clerk

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE AND THE BOARD OF TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY AND THE SHAWNEE MUNICIPAL AUTHORITY, OKLAHOMA TO BE HELD ON THE 6TH DAY OF JANUARY, 2017 AT 9:00 A.M. AT THE HEART OF OKLAHOMA EXPOSITION CENTER, HIGHWAY 177 AND INDEPENDENCE STREET, SHAWNEE, OKLAHOMA. THE PURPOSE OF THE MEETING IS TO ENTER INTO EXECUTIVE SESSION FOR DISCUSSION AND POSSIBLE ACTION REGARDING POTENTIAL CLAIMS, LITIGATION OR OTHER OPTIONS RELATING TO THE POTENTIAL DETACHMENT OF PROPERTY LOCATED IN SECTION 2, TOWNSHIP 10N, RANGE 3E; AS AUTHORIZED BY 25 O.S. §307(B)(4); AND A WORK SESSION FOR GENERAL DISCUSSION OF ISSUES WITHIN CITY GOVERNMENT, THE SHAWNEE AIRPORT AUTHORITY AND THE SHAWNEE MUNICIPAL AUTHORITY, INCLUDING POSSIBLE NEW INITIATIVES; GENERAL DISCUSSION OF CITY PRIORITIES, PROJECTS, GOALS, LONG-TERM NEEDS AND FUNDING OPTIONS; AND GENERAL DISCUSSION OF COMMISSION POLICIES.

By virtue of the authority vested in me by Section 4, Article IV of the Charter of the City of Shawnee, Oklahoma, a Special Session of the Board of City Commissioners of the City of Shawnee and the Board of Trustees of the Shawnee Airport Authority and the Shawnee Municipal Authority, Oklahoma is hereby called to meet at the Heart of Oklahoma Exposition Center, Highway 177 and Independence Street, Shawnee, Oklahoma at 9:00 a.m. on the 6th day of January, 2017 for the purpose of the meeting is to enter into Executive Session for discussion and possible action regarding potential claims, litigation or other options relating to the potential detachment of property located in Section 2, Township 10N, Range 3E; as authorized by 25 O.S. §307(B)(4); and a work session for general discussion of issues within city government, the Shawnee Airport Authority and the Shawnee Municipal Authority, including possible new initiatives; general discussion of city priorities, projects, goals, long-term needs and funding options; and general discussion of commission policies.

Witness my hand this 3rd day of January, 2017.

s/s Justin Erickson

JUSTIN ERICKSON, CITY MANAGER

(SEAL)

ATTEST:

s/s Lisa Lasyone

LISA LASYONE, CMC, DEPUTY CITY CLERK

THE BOARD OF CITY COMMISSIONERS AND THE TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY AND THE SHAWNEE MUNICIPAL AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN SPECIAL CALLED SESSION AT THE HEART OF OKLAHOMA EXPOSITION CENTER, HIGHWAY 177 AND INDEPENDENCE STREET, SHAWNEE, OKLAHOMA, FRIDAY, JANUARY 6, 2017 AT 9:00 A.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. MAYOR FINLEY PRESIDED AND CALLED THE MEETING TO ORDER. THE FOLLOWING MEMBERS WERE IN ATTENDANCE.

CALL TO ORDER AT 9:00 A.M.

PRESENT AT ROLL CALL: Bushong, Gillham, Harrod, Finley, Rutherford
ABSENT: Shaw

DECLARATION OF A QUORUM

City Staff in Attendance: Justin Erickson, City Manager
Joe Vorndran, City Attorney
Keenan English, Airport Manager
Don Lynch, Emergency Management
Cynthia Arnold, Finance Director/Treasurer
Chief Dru Tischer, Fire Department
Justin DeBruin, Planning Director
Chief Mason Wilson, Police Department
James Bryce, Director of Operations
Steve Nelms, Utility Director
Lisa Lasyone, Deputy City Clerk

Others in Attendance: Vicki Misa, Shawnee News Star
Barry Fogerty
Jim Smith

AGENDA ITEM NO. 1: Discussion, consideration and possible action to go into Executive Session to discuss potential claims, litigation or other options relating to the potential detachment of property located in Section 2, Township 10N, Range 3E; as authorized by 25 O.S. §307(B)(4).

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to enter into executive session to discuss potential claims, litigation or other options relating to the potential detachment of property located in Section 2, Township 10N, Range 3E; as authorized by 25 O.S. §307(B)(4). Motion carried 5-0.

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

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 9:01 A.M. WITH ALL MEMBERS PRESENT

COMMISSIONER SHAW WAS PRESENT AT 9:19 A.M. AND WENT INTO EXECUTIVE SESSION

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 10:39 A.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 2:

Consider matters discussed in Executive Session regarding potential claims, litigation or other options relating to the potential detachment of property located in Section 2, Township 10N, Range 3E; as authorized by 25 O.S. §307(B)(4).

No action taken.

AGENDA ITEM NO. 3:

General discussion of issues within city government, the Shawnee Airport Authority (SAA) and Shawnee Municipal Authority (SMA), including possible new initiatives; general discussion of city priorities, projects, goals, long-term needs and funding options; and general discussion of commission policies.

City Manager Justin Erickson began the workshop by advising of the successes of prior workshops, namely:

- Settlement was approved and received for the 911 money
- \$1.75M matching grant from Avedis for sidewalks/trails
- Reforms at Animal Shelter
- Expo funding - Avedis grant \$440k; County match \$220k
- Signed agreement with ODOT to provide funding for Kickapoo south of Kickapoo Spur
- Citizen participation ordinance adopted
- Sunday sale of alcoholic beverages passed by vote of the people
- Sale of tourism property - should be closing in early February 2017
- SMA master plan implementation
- Fire Station No. 2 solution – Project to bid February 2017
- Wayfinding - branding and wayfinding plans complete - signs out for bid

The following was briefly discussed regarding strategic planning:

- Mission
- Vision
- Values
- Goals
- Objectives

The Mayor and each Commissioner then gave a brief list of what they would like to discuss or see accomplished.

Mayor Finley:

Mayor Finley stated that he would like to have a mission statement come out of this meeting. He wants the police, fire and city staff to know what the Commission is trying to do. He wants to create a sense of place for the community. He stated that it is important to keep the community clean. He stated that City Hall has recently been painted, but he believes more maintenance is needed.

Vice Mayor Harrod:

Vice Mayor Harrod stated that City Hall is one of the first places new residents go and he wants it to be a friendly atmosphere with more up-to-date technology.

Commissioner Bushong:

Commissioner Bushong stated that he wanted to see the continuation of current projects and upcoming projects. He wants any issues brought to the Commission in a timely manner to reduce delays.

Commissioner Rutherford:

Commissioner Rutherford stated that the current plans and projects are headed in a good direction. The Conference Center at the Expo will be updated and that other buildings at the Expo need to be addressed and intelligently funded in order for the Expo to be the center of the draw for the community.

Commissioner Gillham:

Commissioner Gillham stated that the downtown area is looking terrific. He would like to see a centralized location downtown where people lock up their bicycles. He would also like to see more traffic downtown.

He stated that we have great participation in the International Finals Youth Rodeo (IFYR). He would like to encourage older people to find purposes in their life and to get them involved in tutoring in schools, etc.

Commissioner Gillham asked Staff at what point does a property become dilapidated or when the City tells a property owner to clean up trash, junk, etc. in their yards. The City Manager advised that the City has a good set of nuisance rules and enforcement mechanisms.

Commissioner Shaw:

Commissioner Shaw thanked the City Manager and the Planning Commission for improving the planning process. She encouraged strategic plan development. She would like for the City to have both a mission statement and a vision statement. She wants to increase the City's partnership with not just institutions, but also tribes and federal institutions. She stated she wants to discuss housing tax credits, the homeless population and the need for bicycle stations at both St. Gregory's and Oklahoma Baptist University (OBU). She also spoke regarding changing mayor appointments to include more input by other commissioners.

Additional items discussed:

The City Manager gave a brief history of past housing tax credit requests. He stated that the City does not have criteria to approve or not approve those requests. The Commission discussed the need for more low income housing. Staff stated that the 2005 master plan does not include affordable housing criteria. The City Manager stated that as part of comprehensive master plan update, affordable housing criteria would be included. He stated that in the upcoming budget, he is requesting to have the comprehensive plan updated.

The 160 acres northwest of town was discussed. Staff stated the City has leased the property out for grazing and receives \$5,000.00 per year. The City Manager stated that the biggest challenge to develop the property is capital funds. It would still take substantial funds if it was developed at the lowest extent possible, i.e., soccer fields, trails, etc. The property is on a gravel road and the biggest infrastructure cost would be paving and utilities to the property. Staff advised that there was less of a need for baseball/softball fields due to the Citizen Potawatomi Nation building softball fields and more of a need for soccer fields. Staff will advise the Commission of the cost of infrastructure and the actual needs of the community at a later date.

Staff advised the Commission that it hopes to have the City's Beautification Committee and the Chamber of Commerce's Beautification Committee consolidated within the first quarter of the year or by March.

It was discussed if there was any interest in pursuing the hotel/motel tax question again in the future. Commissioner Shaw said that it should involve the hotel/motel owners. Commissioner Rutherford asked if it would be appropriate to have Visit Shawnee Inc. (VSI) support the tax increase. The City Attorney stated that VSI can use their money for non-partisan elections.

Hazardous waste disposal options were discussed. Staff will research having a company set up a local location annually or Central Disposal having a drop-off site and adding a monthly cost to the utility bills. Staff will bring the information back to the Commission.

It was discussed that there are areas of sidewalks that are not passable and do not connect with other sidewalks. The City Manager stated that money has been dedicated from Avedis, along with City funds, to connect 12 miles of sidewalks. The target start date is mid-year and it is a 5-year plan. Staff will also investigate in lieu funds for sidewalks and report back to the Commission.

The following possible charter changes were discussed:

- Date for swearing in of new incoming Commissioners
- At-large ward voting or voting by individual wards only
- Honorariums for Mayor and Commissioners

The City Manager handed out a Capital Improvement spreadsheet. The list mostly consisted of wants and not needs. The items are major capital improvements over \$50,000.00. Shawnee Municipal Authority projects were not on the list. A total estimate of the projects was \$48 million. One option to fund the projects is to have a modest sales tax increase of 0.25% or 0.50%.

The projects included in the Capital Improvement List for 2017-2022 are as follows:

- Police Department Headquarters building
- Fire Station No. 2 remodel
- Fire Department Pumper Truck
- Fire Department Ladder Truck
- Remodel Fire Stations Nos. 1 and 3
- Fire Department Training Center
- Bryan Street/I-40 Interchange
- Kickapoo from Kickapoo Spur to Farrall Improvements
- Major Street Project (to be determined)
- MacArthur Street Sidewalk
- Sidewalk/Trails Projects
- Park Enhancements (Woodland, Boy Scout, etc.)
- New roof at Santa Fe Depot
- Roof at Auditorium/Senior Center
- Cemetery Office
- New roofs at various City facilities
- New Garage building (Operations, SMA, Streets)
- Downtown Square
- Community Center Remodel
- Kiwanis Park Restroom (Lake)
- Optimist Park Splash Pad and Restroom
- Auditorium Remodel (office, restrooms, recreation)
- City Hall Remodel
- Expo Master Plan Underway
- Comprehensive Plan Update
- City Website Redesign
- Community Warning Sirens (multiple)

Commissioners and staff will form a Strategic Planning Committee to discuss Capital Improvement List projects, survey results, etc. and bring it back to the Commission at the next workshop.

COMMISSIONER SHAW LEFT THE ROOM AT 2:38 P.M.

AGENDA ITEM NO. 4:

ADJOURNMENT

There being no further business to be considered, the meeting was adjourned by power of the Chair (2:39 p.m.).

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

LISA LASYONE, CMC, CITY CLERK

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JANUARY 17, 2017 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, Tuesday, January 17, 2017 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley
Mayor

Dub Bushong
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Lesa Shaw
Commissioner Ward 5

Vacant – Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 15.
- b. Minutes from the December 19, 2016 regular meeting.
- c. Acknowledge the following reports:
 - License Payment Report for December 2016
 - Project Payment Report for December 2016

- d. Accept public improvements, i.e. streets & paving, sanitary sewer, and water line for the Rolling Hills Addition Section I, authorizing obtainment of signatures, recording of the final plat and placing maintenance bonds into effect.
- e. Accept public improvements, i.e. streets & paving, drainage, and water line for Vision Addition Section I re-plat and Vision Addition Section II, authorizing obtainment of signatures, recording of the final plats and placing maintenance bonds into effect.
- f. Authorize staff to request bids for the Heart of Oklahoma Exposition Center for Heating and Air Conditioning (HVAC) and lighting upgrades for the Convention Center.
- g. Authorize staff to execute and agreement for telephone service with A.T. & T.
- h. Budget Amendment – Fund 001
To amend budget for grant money received from the Oklahoma Department of Emergency Management, which will be used for video monitors in the Emergency Operations Center (EOC)
- i. Lake Lease Renewal:

RENEWAL:
Lot 23 Johnston Tract, 16504 Stevens Road
Lessee: Richard Rose
- j. Acknowledge the resignation of Susan Havens from the Shawnee Civic and Cultural Development Authority.
- k. Mayor's Appointments

Shawnee Urban Renewal Authority

Johnie Maxwell 1st Full Term Expires 2/2/2020
Replaces Monte Cockings – Termed Out

Tiffany Barrett 2nd Full Term Expires 2/2/2020
Reappointment

Shawnee Library Board

Marissa Lightsey 1st Partial Term Expires 6/30/2017
Replaces Cherity Pennington – Resigned

Shawnee Civic & Cultural Development Authority

Carl Packwood 1st Full Term Expires 12/31/2020
Replaces Susan Havens – Resigned

Shawnee Housing Authority

Tamara Hale 1st Full Term Expires 2/4/2020
Replaces T. Clarice Stone – Termed Out

A motion was made by Commissioner Shaw, seconded by Commissioner Gillham, to approve Consent Agenda Item Nos. 1(a-k). Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 2:

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

Mr. Buck Day, City Manager of McLoud, spoke regarding Wes Watkins Lake. Mr. Day explained that the City of McLoud is in charge of the recreational operation of the lake. Mr. Day spoke of positive changes that have been made to the facilities and lake operations and expressed the City of McLoud's desire to continue with the current arrangement.

Abbot Lawrence Stasyszen of St. Gregory's University spoke regarding their request for deannexation. He stated that the collaboration between the City and the monks is a positive movement that will be beneficial to the University.

AGENDA ITEM NO. 3:

Presentation by City Manager to Employee
of the Month, Tabitha Fitzgerald, Dispatch.

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

AGENDA ITEM NO. 4:

Conduct interviews of City Commissioner Ward 1 applicants:

- a. Steve Smith – Mayor Finley announced that Mr. Steve Smith has withdrawn his application from consideration.
- b. Ben Salter – Mr. Salter was present and answered questions posed by the Commissioners.
- c. B. Edwina Butler-Wolfe – Ms. Butler-Wolfe was present and answered questions posed by the Commissioners.

AGENDA ITEM NO. 5:

Discussion, consideration and possible action to appoint a City Commissioner to the Ward 6 position to fill the open position left by Micheal Dykstra until the next regular City Commissioner election in 2018 or a special election, whichever occurs first.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to appoint Mr. Ben Salter as Ward 6 City Commissioner until the next regular City Commission election in 2018 or a special election, whichever occurs first. Motion carried 5-1.

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

AGENDA ITEM NO. 6:

Swearing in of Ward 6 Commissioner. *(This item only occurs if a Commissioner for Ward 6 is appointed during Agenda Item No. 5.)*

Ben Salter was sworn in by Municipal Judge Randall Wiley.

AGENDA ITEM NO. 7:

Public hearing and consideration of an ordinance to close University Drive, University Avenue, also known as University Street, Chapman Avenue, also known as Pottenger Street, and Pottenger Avenue, also known as Ione Street.

Applicant: Oklahoma Baptist University.
(Deferred from December 19, 2016 City
Commission meeting.)

Staff report was given by City Manager Justin Erickson. Mr. Erickson stated the City has no concerns regarding the street closures except for University Street which is an important east/west access road. The City Manager referenced a proposed agreement between the City and Oklahoma Baptist University (OBU) in which both parties agree there will be no immediate closure of University Street and that it will remain open for a minimum of ten (10) years. This will allow the City time to investigate the development of another east/west access road. It was also noted that either party can request an extension to this agreement.

The Mayor opened the public hearing and Mr. Randy Smith, Executive Vice President for Business and Administrative Services for OBU, came forward to speak in favor of the ordinance. Mr. Smith stated that University staff had met with both City staff and citizens regarding this street closure request in an effort to be a good community partner. He explained that the purpose of the street closures are for future long range planning due to the potential increased growth in campus population and the long-range plan to build a Performing Arts Center.

No one appeared to speak in opposition to the proposed ordinance and the public hearing was closed.

A motion was made by Commissioner Gillham, seconded by Vice Mayor Harrod, to approve an ordinance to close University Drive, University Avenue, also known as University Street, Chapman Avenue, also known as Pottenger Street, and Pottenger Avenue, also known as Ione Street.

Ordinance No. 2594NS was introduced.

AN ORDINANCE CLOSING UNIVERSITY DRIVE, UNIVERSITY AVENUE, ALSO KNOWN AS UNIVERSITY STREET, CHAPMAN AVENUE, ALSO KNOWN AS POTTENGER STREET, AND POTTENGER AVENUE, ALSO KNOWN AS IONE STREET, IN THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA; SPECIFICALLY DESCRIBING SAID PROPERTY; RESERVING THE RIGHT TO REOPEN SAID STREETS; RESERVING UTILITIES; AND DECLARING AN EMERGENCY.

Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Salter

Ordinance No. 2594NS was adopted by the City Commission.

A motion was made by Commissioner Gillham, seconded by Commissioner Bushong, to approve emergency clause relating to Ordinance No. 2594NS. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 8:

Consideration of an Agreement between the City of Shawnee and Oklahoma Baptist University to maintain vehicular access to University Drive/Street and pursue certain roadway improvements. *(Deferred from December 19, 2016 City Commission meeting.)*

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to authorize staff to proceed with an Agreement between the City of Shawnee and Oklahoma Baptist University to maintain vehicular access to University Drive/Street and pursue certain roadway improvements. Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Salter

AGENDA ITEM NO. 9:

Discussion, consideration and possible action regarding an ordinance to approve the detachment of 520 acres owned by St. Gregory's University and the Benedictine Fathers of Sacred Heart Mission, Inc., located in Section 2, Township 10 North, Range 3 East; and providing for its immediate effect and enforceability upon passage and publication through the emergency clause.

City Manager Justin Erickson gave the staff report regarding the detachment request by St. Gregory's University and the Benedictine Fathers of Sacred Heart

Mission, Inc. The detachment will allow them to refinance debt through an United States Department of Agriculture (USDA) loan which requires the applicant to be located outside of a municipality. Mr. Erickson noted that if the detachment is approved, the City's population will decrease by approximately 300 individuals

A motion was made by Commissioner Shaw, seconded by Commissioner Rutherford, to approve an ordinance for the detachment of 520 acres owned by St. Gregory's University and the Benedictine Fathers of Sacred Heart Mission, Inc., located in Section 2, Township 10 North, Range 3 East.

Ordinance No. 2595NS was introduced.

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF SHAWNEE, OKLAHOMA, BY DETACHING CERTAIN PROPERTIES LOCATED NORTH OF MACARTHUR, EAST OF ACME ROAD, SOUTH OF 45TH STREET, WEST OF LEO STREET, POTTAWATOMIE COUNTY; AND PROVIDING FOR ITS IMMEDIATE EFFECT AND ENFORCEABILITY UPON PASSAGE AND PUBLICATION THROUGH THE EMERGENCY CLAUSE.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2595NS was adopted by the City Commission.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to approve emergency clause relating to Ordinance No. 2595NS. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 10:

Consideration of an Agreement Ancillary to Detachment between the City of Shawnee, Shawnee Municipal Authority, St. Gregory's University and the Benedictine Fathers of Sacred Heart Mission, Inc.

Mr. Erickson and City Attorney Joe Vorndran explained the Agreement Ancillary to Detachment which outlines the terms and conditions of the proposed detachment. In response to a question from Vice Mayor Harrod, St. Gregory's

University President Michael Scaperlanda advised that the term of the loan is forty (40) years at three and one half percent (3½%) interest.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve an Agreement Ancillary to Detachment between the City of Shawnee, Shawnee Municipal Authority, St. Gregory's University and the Benedictine Fathers of Sacred Heart Mission, Inc. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 11:

Public hearing and consideration of an ordinance annexing 60.57 acres into the City. Applicant: North Rock Creek School

Community Development Director Justin DeBruin explained that the passage of this ordinance will facilitate the North Rock Creek School District with their intent to build a high school on property they own. This annexation will allow the school district the use of city services such as police, fire, water/sewer and building inspections. Mr. DeBruin stated that staff recommends approval of this request.

Mayor Finley declared a public hearing in session to consider an ordinance annexing 60.57 acres into the City. No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Gillham, seconded by Commissioner Bushong, to approve an ordinance annexing 60.57 acres into the City.

Ordinance No. 2596NS was introduced.

AN ORDINANCE ANNEXING CERTAIN TERRITORY AND PROPERTY OUTSIDE THE PRESENT CITY LIMITS INTO THE CITY LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, PURSUANT TO TITLE 11 OF THE OKLAHOMA STATUTES; DESCRIBING SAID PROPERTY; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR SEVERABILITY.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2596NS was adopted by the City Commission.

AGENDA ITEM NO. 12:

Public hearing and consideration of an ordinance for proposed changes to City ward boundaries.

City Manager Justin Erickson explained that Ward 6 boundaries would need to be reevaluated due to the deannexation of St. Gregory's University. He asked that this item be deferred to the next City Commission meeting on February 6, 2017.

A motion was made by Commissioner Shaw, seconded by Vice Mayor Harrod, to defer this item until the next City Commission meeting on February 6, 2017. Motion carried 7-0.

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

AGENDA ITEM NO. 13:

Discussion and possible action to establish a City Commission subcommittee on Capital Projects and Strategic Planning.

After discussion by the Commission, it was decided that this subcommittee should consist of three City Commissioners. Mayor Finley asked that any commissioner(s) interested in being appointed to this subcommittee please contact him. Once Commissioners have been selected, a determination would then be made regarding the addition of other board members.

A motion was made by Commissioner Shaw, seconded by Commissioner Rutherford, to establish a City Commission subcommittee on Capital Projects and Strategic Planning to include three City Commissioners. Motion carried 7-0.

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

AGENDA ITEM NO. 14:

Acknowledge Sales Tax Report received January 2017.

Finance Director Cindy Arnold gave a monthly sales tax report advising that January sales tax collected this month was \$1,552,155.00, which is up 0.34% or \$5,204.00 from January of 2016.

AGENDA ITEM NO. 15:

Consider Bids:

a. Library Heat Pump Loop and Cooling Tower Project (Open)

BIDDER

AMOUNT

Lambert Mechanical Inc. Colgate, OK	Addendum #1 – cost per foot:	\$53,500.00 4" \$20.00/foot 3" \$18.00/foot
Air Engineering Inc. Oklahoma City, OK	Addendum #1 – cost per foot:	\$77,687.00 4" \$16.00/foot 3" \$14.00/foot 2 ½" \$13.00/foot 2" \$6.50/foot
Johnson Controls Oklahoma City, OK	Addendum #1 – cost per foot:	\$99,840.00 \$45.00 – 120.00/foot
Harrison-Orr Air Conditioning, LLC Oklahoma City, OK	Addendum #1 – cost per foot:	\$99,900.00 \$50.00/foot
Jim Cooley Construction, LLC Oklahoma City, OK	Addendum #1 – cost per foot:	\$88,300.00 \$22.00/foot

Director of Operations James Bryce read five (5) bids into the record. Mr. Bryce requested that the bid award be deferred to the next City Commission meeting on February 6, 2017 to allow staff time to review the bids.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to defer the bid award to the next City Commission meeting on February 6, 2017. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 16:

City Manager Report

City Manager Justin Erickson gave updates on the following city issues:

- a. Recognizing the Street Department for their hard work and good job during the recent weather challenges.

- b. Regarding the Downtown Streetscape, all streets and intersections are now open.
- c. The annual Police Foundation Banquet will be at 6:30 p.m. on January 20, 2017 at the Heart of Oklahoma Exposition Center. Tickets are available in the Police Chief's office.
- d. In 2016, dispatchers handled 87,648 emergency calls; of those nearly 45,000 were for the Shawnee Police Department.

AGENDA ITEM NO. 17:

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. 18:

Commissioners Comments

Commissioner Gillham addressed junk and debris on porches of homes around town. Mr. Gillham stated he is attempting to mitigate blight and will be addressing this issue in his ward.

Vice Mayor Harrod addressed an error he made at the last City Commission meeting. He noted that the blood drive he mentioned at the previous meeting was actually on January 3rd and not February 3rd.

Vice Mayor Harrod also agreed that the Street Department did a great job with street maintenance during the recent winter weather.

Commissioner Rutherford said he was at the Joe Cooper Ford construction location when the recent fire took place there. He commended the Shawnee Fire Department for the great job they did in fighting the fire.

Commissioner Shaw thanked Finance Director Cindy Arnold for educating her regarding sales tax she recently noticed on movie theater tickets.

Commissioner Shaw mentioned the partnerships the City has formed with local entities and encouraged partnerships with local tribes.

Commissioner Shaw also commented on neighborhood issues such as the improper parking of boats at residences. She noted that there are ordinances that

address these neighborhood issues but are not being enforced. She encouraged citizens to take pride in their community.

Commissioner Shaw thanked Emergency Management Director Don Lynch for the weather updates during recent winter storms.

Mayor Finley stated he did not want the City's cooperation with its stakeholders to be misunderstood as weakness.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (7:47 p.m.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (7:50 p.m.)

AGENDA ITEM NO. 19:

Consider an Executive Session to discuss potential claims, litigation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).

A motion was made by Commissioner Rutherford, seconded by Commissioner Gillham, to enter into executive session to discuss potential claims, litigation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4). Motion carried 7-0.

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

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 7:50 P.M. WITH
ALL MEMBERS PRESENT

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 8:56 P.M.
WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 20:

Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).

A motion was made by Mayor Finley, seconded by Commissioner Bushong, to authorize the City Attorney and City Manager to continue negotiations towards a settlement and prepare alternative courses of action with respect to the noted cases. Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Shaw

AGENDA ITEM NO. 21:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:58 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

Meeting Date: 02/06/2017

Acknowledge reports and minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for January 2017
- Project Payment Report for January 2017
- Planning Commission Minutes from December 7, 2016 meeting

Attachments

License Pymt Rpt 01-2017

Project Pymt Rpt 01-2017

Planning Minutes 12/07/2016

** FEE CODE TOTALS **

			===== PAYMENT DISTRIBUTION =====			
FEE CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAI
ALARM	BURGLAR/FIRE ALARM LICENSE	9	225.00CR			225.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	17	255.00CR			255.00
BOATREG	BOAT REGULAR PERMIT	37	962.00CR			962.00
BOWL	BOWLING LANE	1	50.00CR			50.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	4	400.00CR			400.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	9	700.00CR			700.00
EXT	EXTERMINATOR LICENSE FEE	4	100.00CR			100.00
FISHANNUAL	FISHING ANNUAL FEE	35	525.00CR			525.00
HUNT2	MIGRATORY FOWL	7	56.00CR			56.00
IMERC	ITINERANT MERCHANT FEE	1	50.00CR			50.00
LAKEINSP	LAKE LEASE INSPECTION	1	75.00CR			75.00
LAKELEASE	LAKE LEASE	7	4,771.00CR			4,771.00
LAKEXFER	LAKE LEASE TRANSFER FEE	2	2,000.00CR			2,000.00
MECH1	MECHANICAL CONTRACTOR INTIAL	2	200.00CR			200.00
MECH2	MECHANICAL CONTRACTOR RENEW	8	600.00CR			600.00
MIXER	MIXED BEVERAGE RENEWAL	1	900.00CR			900.00
PAWN	PAWN BROKERS LICENSE FEE	1	25.00CR			25.00
PLUM1	PLUMBING CONTRACTOR INITIAL	2	200.00CR			200.00
PLUM2	PLUMBING CONTRACTOR RENEW	2	150.00CR			150.00
RESAL	RESIDENTIAL SALE	8	80.00CR			80.00
SIGN	SIGN HANGERS LICENSE FEE	3	225.00CR			225.00
STORM	STORM CELLAR LICENSE FEE	2	150.00CR			150.00
TAXIBR	VEHICLE FOR HIRE RENEWAL	1	50.00CR			50.00
TAXIDR	TAXI DRIVER RENEAL FEE	3	75.00CR			75.00
TREE	TREE TRIMMING LICENSE FEE	6	150.00CR			150.00
TOTAL			12,974.00CR			12,974.00

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	3,742.56CR
B2-ADD	BUILDING CONSTRUCTION ADD	104.60CR
B3-REMODEL	BUILDING CONSTRUCTION REM	2,533.44CR
B4-SHELTER	BUILDING SHELTER	118.00CR
B4-STORAGE	BUILDING STORAGE SHED	564.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	289.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,241.00CR
P3-REMODEL	PLUMBING REMODEL	694.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	60.00CR
X-SIGN	SIGN PERMIT	300.00CR
Z-BOAAPP	BOA APPLICATION	90.00CR
Z-OCCUP	OCCUPANCY PERMIT	100.00CR
Z-REZONING	REZONING REQUEST	330.00CR
TOTAL		10,167.60CR

02/01/2017 1:03 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

P R O J E C T P A Y M E N T R E P O R T

PAGE: 5
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 1/01/2017 TO 1/31/2017
SORTED BY: PROJECT

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	288.00CR
001-4202	BUILDING PERMITS	5,893.60CR
001-4203	PLUMBING PERMITS	920.00CR
001-4204	ELECTRICAL PERMITS	240.00CR
001-4205	ZONING PERMITS & APPLICATIONS	420.00CR
001-4206	HEATING & A/C PERMITS	1,160.00CR
001-4249	OTHER PERMITS	400.00CR
001-4822	OTHER MISC. REVENUE	36.00CR
101-4249	OTHER PERMITS	60.00CR
501-4510	WATER TAPS	750.00CR
799-1023	BANCFIRST GENERAL	10,167.60

PLANNING COMMISSION MINUTES

DATE: DECEMBER 7TH, 2016

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, December 7th, 2016 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1: **Roll Call**

Upon roll call the following members were present:

Present: Clinard, Bergsten, Cowen, Kienzle, Affentranger

Absent:

Meeting was called to Order.

AGENDA ITEM NO. 2: **Consideration of Approval of the minutes from the November 2nd, 2016 Planning Commission Meeting**

Chairman Bergsten asked if the Board had time to review the minutes and if there were any questions or comments. Commissioner Clinard made a motion to approve, seconded by Commissioner Affentranger.

Motion passed:

AYE: Clinard, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 3: **Citizen's Participation**

Chairman Bergsten opened the public portion of the meeting and announced that this is an open time for discussion for those with questions on topics not on the Agenda and asked if anyone would like to come forward. No one came forward and Chairman Bergsten closed the public portion of the meeting.

AGENDA ITEM NO. 4: **Consideration of approval of the 2017 Schedule of Regular Meetings for the Planning Commission**

Chairman Bergsten asked if there were any questions or concerns. Commissioner Kienzle made a motion to approve, seconded by Vice-Chairman Cowen.

Motion passed:

AYE: Clinard, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 5: **Case #P11-16 – A public hearing for consideration of approval of a Rezone from PUD; Planned Unit Development to C-3; Highway Commercial, located on the East side of Harrison Street, North on Transportation Parkway, Shawnee, OK**

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin explained the case was mostly procedural. The site was zoned as a Planned Unit Development in 2001 and Staff is requesting to revert back to the underlining zoning of C-3; Highway Commercial. Justin Debruin informed the Board that there are two city owned pieces of property located off Transportation Parkway that are out for bid. The property is around 2.57 acres in size with public infrastructure in place and surrounded by C-3 development. Staff has no objection and recommends approval. Chairman Bergsten asked if there was a contract and Mr. Debruin agreed stating it has already gone out for bids. Chairman Bergsten asked if he knew what the future use would be and Justin Debruin stated that Staff has heard that a restaurant would be the most likely use of the site. Vice-Chairman Cowen asked if the property was going to a public bid and Mr. Debruin agreed stating that it has and Vice-Chairman Cowen asked if the City has received one that is acceptable and under contract and Mr. Debruin agreed. Chairman Bergsten asked if there were any other questions. There were none and Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward and Chairman Bergsten closed the public portion of the meeting and asked if there were any comments, questions or a motion from the Commissioners. Vice-Chairman Cowen made a motion to approve with conditions listed, seconded by Commissioner Kienzle.

Motion passed:

AYE: Clinard, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 6:

Planning Director's Report

Justin Debruin informed the Board that he would give a few updates. Regarding the Downtown Property Maintenance Code, the date was pushed back to January 5th for the Skate shop building and a remodel permit was turned in to hopefully address some of the issues. Commissioner Clinard asked if that was just a ploy to let the permit run out and Mr. Debruin stated it was possible. Vice-Chairman Cowen stated he had the same question as Commissioner Clinard and asked if Justin Debruin perceived that to be a stall tactic. Mr. Debruin stated that the contractors turned in a detailed permit and what he has seen in the past are more lacking in detail. Commissioner Clinard asked for the scope of the work. Justin Debruin mentioned there would be inside and outside repair with an upwards of \$25,000.00 repair costs. Vice-Chairman Cowen asked if the property owner asked for a continuance or if the Judge pushed it back or why it was delayed. Mr. Debruin stated it was delayed before the hearings so he is not aware as to why. Justin Debruin discussed Shawnee Marketplace and permits have been turned in for Freddy's Frozen Custard and Aspen Dental located north of CVS. Mr. Debruin stated nothing has been turned in for the remaining two lots yet, but indications point towards one business occupying both lots. Shawnee Auto Mall's Chevy Dealership permit has been turned in. Universal Forest Products switched engineers but are submitting final documents so they can open. Streetscape has an early January completion date. Domino Express convenience store had a few more elevation issues than originally anticipated but is coming along and has an opening date for January. Commissioner Affentranger asked if they will make an access through the median off Kickapoo Spur. Mr. Debruin informed him that it is ODOT's property at the moment but Staff is looking into it and there is an additional option for access along the drives where the Masonic Lodge, dance studio and Shawnee Pho are located. The Avedis Park project continuation plans are coming along. Commissioner Kienzle asked if there were Tennis Courts and Justin Debruin agreed. Sonic has turned in a permit for the new location on Harrison and Highland and includes sidewalks. 413 E. Main Street has a two story coffee shop going in. Mr. Debruin asked if there were any questions and Vice-Chairman Cowen asked about the Cinderella property. Justin Debruin mentioned that he is unaware of who currently owns the property. Commissioner Kienzle asked if there has been any discussion about the hotel/motel tax not passing and Mr. Debruin stated there hasn't been any yet. Commissioners had discussion regarding this matter.

AGENDA ITEM NO. 7:

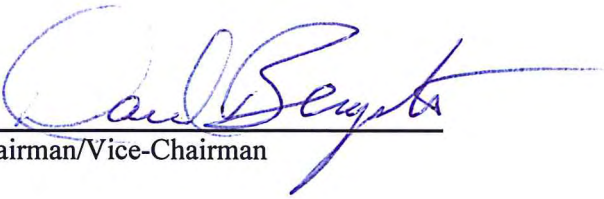
Commissioners Comments and/or New Business

No comments or new business.

AGENDA ITEM NO. 8:

Adjournment

Meeting was adjourned.


Chairman/Vice-Chairman

Cheyenne Pettigrew
Planning Commission Secretary

Regular Board of Commissioners

1. d.

Meeting Date: 02/06/2017

Budget Amd - Police fire Pension

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Fund 001

Police and Fire Pension Revenue and Expenses for 2016 amount

Attachments

Budget Amd Police Fire Pension

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	4149			STATE ON BEHALF OF PAY	1,000,000.00	579,984.00	1,579,984.00
							-
				Total	-	579,984.00	

Appropriations

[illegible]

Approved by the City Commission this
02/06/2017

Explanation of Budget Amendment:

Approved:

We are required to book both revenue and expenses for the state on the pension for police and fire- it has gone up- adjusting the budget for 2016 year amount. Also reallocated based on salaries

Mayor

Attest:

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

City Clerk

Regular Board of Commissioners

1. e.

Meeting Date: 02/06/2017

Jones Donated Land

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of donation of Lot 8 and Lot 9, Block 24 of the Choctaw Addition by the Jones Family Company LLC to the City of Shawnee for public use.

Attachments

Jones Donation



Office of the City Manager

STAFF MEMORANDUM

AGENDA: February 6, 2017

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Acceptance of Lots 8-9, Block 24, Choctaw Addition for Public Use**

BACKGROUND

The Jones Family Company, LLC proposes to donate to the City of Shawnee two lots located on Main Street across from the Library, just east of Celebration of Life Park and just west of one undeveloped lot owned by the City (see attached aerial photo). The donated lots total 7,000 square feet. When combined with the undeveloped City lot, the area for park expansion totals 10,500 square feet (for a combined total of 21,000 square feet with Celebration of Life Park included).

The City will explore development of the site in conjunction with a broader examination of park improvements as part of its contract with CLS & Associates for Park Design Services (subject to approval on February 6).

The Special Warranty Deed (attached) includes restrictions. The first requires that the property be used for public purposes and as a community center and park. Second, the property and premises may not be used for the purposes of a motion picture theatre or for showing movies. The City shall also designate naming rights to the community park honoring Jake Jones, Sr. and shall also post a plaque commemorating the former Criterion Theatre, which occupied this location in 1927.

BUDGETARY IMPACT

There is no immediate budget impact associated with this request. Development of the site into a public park will require a future expenditure of public funds. The conveyance of property and the associated deed restrictions do not contemplate a specific design, timeframe or funding level.

RECOMMENDATION

Staff respectfully requests City Commission acceptance of the land donation.

ATTACHMENTS

- Aerial photo of site
- Special Warranty Deed



CELEBRATION PARK

JONES FAMILY

CITY OF SHAWNEE

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **JONES FAMILY COMPANY, L. L. C., an Oklahoma Limited Liability Company**, party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto **THE CITY OF SHAWNEE, OKLAHOMA, an Oklahoma Municipal Corporation**, party of the second part, the following described real property and premises situated in Pottawatomie County, State of Oklahoma, to-wit:

SURFACE ONLY:

Lots Eight (8) and Nine (9), Block Twenty-four (24), **CHOCTAW ADDITION** to the City of Shawnee, Pottawatomie County, Oklahoma; LESS AND EXCEPT all of the oil, gas, and other minerals, and the oil, gas, and other mineral rights therein and thereunder.

subject to the following restrictions:

1. The above described real property and lands shall be used for public purposes and uses condoned by the City of Shawnee, Oklahoma, and as a community center and park and for public meetings as prescribed by the ordinances of the City of Shawnee. PROVIDED, HOWEVER, that said real property and premises shall not be used for the purposes of a Motion Picture Theatre or for any showing of movies. That said Grantee and its successors, or legal representatives, shall not sell or attempt to sell the above described real property and premises. These restrictions shall be deemed to run with the land and shall be binding upon the Grantee, its successors, legal representatives, and assigns.
2. This conveyance is on the express condition that the real property and premises conveyed shall be used for the purposes set forth in paragraph numbered 1., and is to remain in effect only so long as the said real property and premises is so used. In the event said real property is used for any other purpose then the title to the above described real property and premises shall revert to the Grantor, its legal representatives, or assigns, together with all the land's tenements, hereditaments, and

appurtenances.

3. The City of Shawnee, Oklahoma shall designate naming rights to the community park honoring the Jones Family Patriarch: Jake Jones, Sr. and shall also post a plaque comemorating the former Criterion Theatre, which occupied this location in 1927. The naming and plaque shall be mutually agreed upon by the Grantor and Grantee.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its successors and assigns forever, free, clear, and discharged of and from all former grants charges, taxes, judgments, mortgage and other liens and incumbrances of whatsoever nature.

EXEMPT DOCUMENTARY STAMP TAX, Title 68 Oklahoma Statutes Section 3202, paragraph 4.

Signed and delivered this 19th day of January, 2017

**JONES FAMILY COMPANY, L. L. C.,
an Oklahoma Limited Liability Company**

By: *Robert H. Jones*
ROBERT H. JONES, Co-Manager

By: *Ronald J. Jones*
RONALD J. JONES, Co-Manager

STATE OF OKLAHOMA,)
) SS.
COUNTY OF POTTAWATOMIE.)

Before me, the undersigned, a Notary Public in and for said County and State on this 19th Day of January 2017, personally appeared Robert H. Jones and Ronald J. Jones, Co-Managers of the JONES FAMILY COMPANY, L. L. C., an Oklahoma Limited Liability Company to me known to be the identical persons who executed the within and foregoing instrument on behalf of said Limited Liability Company, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth.

Deidra Scott
NOTARY PUBLIC

My Commission Expires:

6-12-2018

Commission Number:

02009391



Regular Board of Commissioners

1. f.

Meeting Date: 02/06/2017

Strategic Planning Subcommittee

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge appointment of Mayor Richard Finley, Vice-Mayor James Harrod and Commissioner Lesa Shaw to the Strategic Planning subcommittee.

Attachments

No file(s) attached.

Regular Board of Commissioners

1. g.

Meeting Date: 02/06/2017

Req Expo Flooring Bids

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to request bids for the replacement of flooring at the Heart of Oklahoma Exposition Center.

Attachments

Req Expo Flooring Bids Memo



Office of the City Manager

STAFF MEMORANDUM

AGENDA: February 6, 2017

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Request to Bid: EXPO Flooring**

BACKGROUND

On September 19, 2016 the Avedis Foundation announced a partnership with the City of Shawnee and Pottawatomie County to undertake a major remodel of the EXPO Conference Center. The scope of the project includes: HVAC, lighting, flooring, sound, and a variety of other enhancements. At this time, staff is ready to bid the new flooring for the facility.

BUDGETARY IMPACT

The overall budget for the EXPO Conference Center remodel is \$880,000. The Avedis grant is for \$440,000 with the City and Pottawatomie County each matching \$220,000. The City is presently out to bid on the HVAC system (bids will be opened February 21). The flooring will be bid with two options (first floor and second floor) and adjusted as necessary to fit the budget, which will be better known after the HVAC bids are received.

RECOMMENDATION

Staff respectfully requests City Commission authorization to solicit bids for the EXPO Conference Center Flooring Project. Bids will be opened on March 6 for this portion of the project. The expected timeframe for the flooring project is approximately sixty days after a notice to proceed is issued.

Regular Board of Commissioners

1. h.

Meeting Date: 02/06/2017

Req RFP Audit Services

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to advertise Request for Proposal for Audit Service Contract.

Attachments

Audit Svcs Req RFP

CITY OF SHAWNEE

Notice to Bidders

***AUDIT SERVICE CONTRACT
Request for Proposal (RFP)***

The City of Shawnee will be accepting sealed Proposals for the purpose of obtaining a qualified Certified Public Accountant to perform the audit of the financial statements of the City and its related component units as outlined in this proposal.

Proposals must be received by the City Clerk of the City of Shawnee no later than 4:00 pm, March 3, 2017. Failure to deliver Proposal on time will result in rejection of the Proposal.

Inquiries regarding this Proposal may be directed in writing to:

Cynthia S. Arnold
City of Shawnee
PO Box 1448
Shawnee, OK 74802
carnold@shawneeok.org
405-878-1610

GENERAL TERMS AND CONDITIONS OF PROPOSALS

(These items apply to and become a part of the proposal. No exceptions to these terms & conditions will be considered.)

1. Proposals must be submitted on this form only, including a signature of authorized agent. Be sure envelope is completely and properly identified and **sealed.**
2. No Proposer may withdraw his/her proposal for a period of thirty (30) days after the date and hour set for the opening of proposals.
3. The Proposer shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
4. Any exceptions or deviations from written specifications shall be shown in writing and attached to the Proposal form.
5. **The enclosed forms regarding non-collusion and financial interest must be signed, notarized and returned with the Proposal.**
6. **The City of Shawnee reserves the right to reject any and all Proposals and to waive any technicalities in the Proposal.**
7. Proposal price shall be valid for a period of thirty (30) days after the opening date.

AWARD OF PROPOSAL

This Proposal shall be awarded to the firm whose proposal is judged most responsive to the Proposal and is most advantageous to the City of Shawnee, considering the factors identified in the Proposal.

1. The Shawnee City Commission shall have the authority to award the contract.
2. The contract shall be awarded to the lowest secure Proposer meeting specifications. In determining “lowest secure proposer”, in addition to price, the following factors shall be considered:
 - The ability, capacity, skill and experience of the Proposer to fulfill the terms of the contract or provide the service required.
 - Whether the Proposer can fulfill the terms of the contract or provide the service promptly or within the time specified without delay or interference.
 - The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
 - The quality of fulfillment of the terms of previous contracts or services.
 - The previous and present compliance of the Proposer with laws and ordinances relating to the contract or service.
 - The sufficiency of the financial resources and ability of the Proposer to fulfill the terms of the contract or provide the services required.
 - The quality, availability and adaptability of the contractual services to the particular use required.
 - The number and scope of the conditions attached to the Proposer.

CONTRACTOR/BIDDER INFORMATION SHEET
To be completed by all Bidders/Proposers for contracts with the
CITY OF SHAWNEE, OKLAHOMA
(Please print or type)

Description:

**Legal Identity (Corporation,
Partnership, Individual, etc.):**

Address:

Telephone No:

Fax No:

Taxpayer Identification No:

Contact Person:

Phone Number

Fax Number

E-mail Address

Webpage Address

AUDIT SERVICE CONTRACT

Specifications

REQUEST FOR PROPOSAL (RFP)

SECTION I – GENERAL SPECIFICATIONS

The City of Shawnee is incorporated under the applicable laws of the State of Oklahoma and operates under a charter as a Council-Manager form of government. The City and its related component units provide municipal services necessary for the health and well being of its citizens, including, but not limited to, police and fire protection, comprehensive land use planning and zoning services, code enforcement; streets and drainage, recreation and parks, water, wastewater and necessary administrative services to support these activities.

The City's financial reporting entity is comprised of the following:

Primary Government:

City of Shawnee

Component Units:

Shawnee Municipal Authority

Shawnee Airport Authority

Shawnee Urban Renewal Authority

Discretely Presented Component Units:

Shawnee Economic Development Authority

Each of the above noted discretely presented component units have separately audited financial statement that will be provided to the city's primary government auditor for inclusion in the reporting entity presentation. These units or entities have the responsibility to engage their auditor directly. As a result the audit of these entities financial statements are not included in the scope of this request for proposal. The selected auditor of the primary government will be expected to rely on the reports of the other auditors and make appropriate references to them in their reports.

The City maintains its internal accounting records on a modified cash basis (for budgetary accounting purposes) during the year. At year end, City staff and Crawford and Associates, P.C. prepares and posts the necessary journal entries to convert the records to GAAP. The conversion results in the reporting of governmental funds on the modified accrual basis of accounting and current financial resources measurement focus, while the proprietary funds are reported on the accrual basis and economic resources focus.

As consultants to the City, Crawford and Associates, P.C. will be responsible for preparing a draft of the financial statements and notes, on our behalf, in accordance with GASB Statements and related pronouncements, including the drafting of government-wide statements and the reconciliations between the government-wide and fund statements, and assisting in writing the MD&A. **It is imperative that the bidding audit firms consider this level of service to be provided by Crawford & Associates in the development of their proposal response as to hours and fees.**

SECTION II – SERVICES REQUIRED

A. General

The City is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 2017. The Shawnee City Commission cannot bind future governing bodies; however, it is anticipated that the firm selected to serve as the City's independent auditor will be retained for at least five years, with annual evaluations made of the firm's services. These audits are to be performed in accordance with the generally accepted auditing standards and the standards applicable to financial statement audits of Government Auditing Standards as issued by the Comptroller General of the United States, as well as the provisions set forth in this RFP.

In addition, the auditor will be required to conduct a compliance audit over major federal award programs in accordance with requirements of the Single Audit Act and OMB Circular A-133, if federal awards expended exceed \$750,000 for any fiscal year.

B. Scope of Work

The City desires the auditor to audit the financial statements to express opinions on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles. The opinion units will include: the City's governmental activities, business-type activities, each major fund, and the aggregate remaining funds and the aggregate discretely presented component units.

The entities included in the scope of this audit are those identified in Section One, excluding the discretely presented component units. These other entities will be audited by other auditors, whose report will be provided and relied upon.

The City of Shawnee plans to prepare a comprehensive annual financial report (CAFR). Therefore, the City will provide an introductory section, combining and individual financial statements and schedules for nonmajor funds, and other non-required supplementary information schedules for purposes of additional analysis, including the 10 year statistical section. The auditor is to provide an 'in-relation-to' report on these statements and supporting schedules based on the auditing procedures applied during the

audit of the basic financial statements, however there is no expectation of a “in-relation-to” opinion on the introductory and statistical sections.

The combining and individual financial statements and schedules for non-major funds, and other non-required supplementary information schedules will be presented for purposes of additional analysis. The auditor is to provide an “in-relation-to” report on these statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.

The Management Discussion and Analysis, budgetary comparison schedules and pension and OPEB schedules will be presented as required supplementary information. The auditor will be responsible for applying certain limited procedures, which consist principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, the auditor is not expected to audit the information nor express an opinion on it. **CAFR??**

The independent accounting firm should be familiar with the State of Oklahoma statutes dealing with financial matters of Charter Cities and Public Trusts and should be familiar with the financial related sections of the Charter and Code of Ordinances of the City of Shawnee. The firm will be asked to review the minutes of the City and its Public Trusts for the fiscal year being audited.

C. Other Considerations

In addition to the opinions on the basic financial statements, the auditor will be required to issue the by-product report on internal control and compliance over financial reporting in accordance with Government Auditing Standards. If necessary, a separate management letter shall be prepared by the firm setting forth findings and recommendations relative to other internal control findings, fiscal affairs and other significant observations of the accounting firm during the course of the audit. All reports required by the Single Audit Act and OMB Circular A-133 must be provided, if applicable.

The accounting firm will be required to prepare and file the Annual Survey of City and Town Finances (form SA&I 2643) described in Section 17-105.1 of the Oklahoma Statutes.

The accounting firm will be readily available to answer questions throughout the year and meet with City staff if requested.

D. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor’s expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties:

- The City of Shawnee

- Parties designated by the federal or state government or by the City as part of an audit quality review process
- Auditors of entities of which the City is a recipient or sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. REPORT REQUIREMENTS AND RESPONSIBILITIES

The City's Finance Department staff, assisted by Crawford & Associates, will prepare end of year adjusting entries and will prepare working trial balances for the auditor. City staff may also prepare confirmations and certain schedules at year end which assist the external accounting firm. Finance Department and Crawford & Associates staff will be available during the audit to assist the audit firm by providing information, documentation and explanations.

The City will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to all telephone lines and photocopying facilities.

The auditor will be responsible for providing any proposed adjusting entries to the City management for review and acceptance. The audit firm will also provide a list of immaterial audit differences not proposed for adjustment. Once the audit is completed, the audit firm will supply the City with 25 copies of signed audit opinions and related reports. These reports must be submitted prior to December 15, 2017.

The firm will present the final report to the Shawnee City Commission. The firm will file the report with the Office of the State Auditor & Inspector before December 31, 2017.

IV. THE SELECTION PROCESS

A. City management will review all proposals and score each firm's proposal using the Proposal Specifications Evaluation Check List (see Exhibit 1). City staff may contact selected references provided by the accounting firm.

After the proposals have been scored and ranked based on qualifications and responsiveness, the sealed cost information will be opened and the firms will be ranked based upon their total all-inclusive maximum price. The two rankings will then be compared and an accounting firm will be recommended to the City Commission.

B. Proposals should be structured in substantially the same format and order listed below:

- **Table of Contents** - Include a clean identification of the material by section and page number.
- **Scope** - Clearly define your understanding of the scope of services required.
- **Personnel** - Identify the supervisors, including audit in-charge or senior accountants ***who will work*** on the audit. Identify staff from other than the proposing office and list their home office(s). Resumes for each supervisory person assigned to the audit should be included and specific expertise indicated. Resumes may be included as an appendix. Include name and phone number of the person authorized to answer questions about the proposal.
- **Audit Approach** - Clearly define the firm's approach to conducting the audits.
- **Profile of the Firm** - State whether your firm is local, national or international. Give the location of the office from which the work is to be done and the number of partners, managers, seniors and other professional staff employed at that office. Describe the range of activities performed by the local office in the governmental area.
- **Governmental Experience** - Describe ***local*** office auditing experience for the last three (3) years similar to the type of audit requested and give names of current clients. Provide names and telephone numbers of client officials responsible for those audits listed. Before the acceptance of the firm's engagement letter, the successful accounting firm must certify to the City that the audit staff assigned to this audit has met the Government Auditing Standards requirements for continuing education.
- **Additional Data** - Give any additional information considered essential to this Proposal. Firms are requested to include results of their most recent external quality control review, including any letter of comments. Firms are encouraged to explain how they are able to assist the City in implementing new accounting pronouncements. Also identify any potential impairments to auditor independence that may exist between the firm and the City of Shawnee and its public trusts.

C. Fee Proposals

Fee Proposals submitted in response to this RFP should be a maximum all-inclusive price to perform the audit. The sealed cost information should include a total price for the audit for the June 30, 2017 fiscal year and an estimate for each of the four succeeding fiscal years. Fees for work required by the Single Audit Act and OMB Circular A-133 should be separately identified. Include in the proposal a minimum of the following information:

- Budgeted hours by type of staff
- Hourly rate proposed by type of staff
- Total not-to-exceed fee, including expenses

Fee Proposals should be sealed in a separate envelope labeled “Cost Information”. The envelope should bear the firm's name and a return address.

D. Other

All statements made in the audit proposal may be incorporated by reference in the audit contract.

All proposing firms may make an on-site visit before their proposal is submitted. To schedule a site visit, contact Cynthia Arnold, Finance Director/Treasurer. Contact with any members of the Shawnee City Commission regarding this RFP may be grounds for elimination from the selection process.

Progress payments will be made on the basis of hours worked and interim billings shall cover a period of not less than a calendar month.

V. INSTRUCTIONS FOR PROPOSAL SUBMITTAL

Two (2) copies of your proposal, including ***sealed*** cost information, must be submitted to the Clerk of the City of Shawnee, City of Shawnee, 16 West 9th, Shawnee Oklahoma no later than 4pm, March 3, 2017. Failure to deliver Proposal on time will result in rejection of the Proposal.

The attached “Bidder’s Affidavit” must accompany your proposal. It may be included as an appendix.

The City of Shawnee reserves the right to reject any and/or all Proposals.

EXHIBIT I

Proposal Specifications Evaluation Check List

Name of Firm: _____

<u>Criteria</u>	<u>Points</u>	<u>Score</u>
1. Understanding of scope of services (0-15)		
a. Does the proposal exhibit a clear understanding of the extent of work and coordination involved in the audit engagement?	0-10	_____
b. Is the hourly breakdown sufficient to provide for adequate audit work and supervision?	0-5	_____
2. Qualifications of staff to be assigned to the audit engagement (0-40)		
a. Do the audit supervisors, i.e. seniors, managers and partners have prior City or other local government audit experience within the last three years?	0-8	_____
b. Do the audit supervisors have CPA certificates?	0-2	_____
c. Is the firm registered with the Oklahoma Accountancy Board?	0-3	_____
d. Does the firm provide its staff with continuing education in the government sector that meets the requirements of <u>Government Auditing Standards</u> ?	0-6	_____
e. Are the key staff to be assigned to the audit engagement located so that they will be available for consultation throughout the year?	0-3	_____
f. Has the firm submitted an external quality control		

	system review and any letter of comments?	0-3	_____
	g. Are there any deficiencies in the external quality control system review program?	0-15	_____
3.	Commitment to government accounting and auditing (0-20)		
	a. Is the proposing office involved in governmental organizations such as GFOA, GFOA of Oklahoma and Oklahoma Municipal League?	0-2	_____
	b. Does the proposing office exhibit a clear understanding of GAAP for government?	0-3	_____
	c. Does the proposing office have City and other local governments in Oklahoma as favorable references for their audit services?	0-10	_____
	d. Has the firm assisted a City that has been successful in obtaining the GFOA Certificate of Achievement award?	0-5	_____
4.	Audit approach and plan (0-13)		
	a. Is the audit plan specific and tailored to the City?	0-4	_____
	b. Does the proposal exhibit an appreciation for the City's needs?	0-3	_____
	c. Is the firm able to meet the time deadlines?	0-3	_____
	d. Does the firm have a clear understanding of the extent of participation in the audit work by City staff?	0-3	_____
5.	Single Audit (0-10)		
	a. Has the proposing office performed single audits in Oklahoma or elsewhere?	0-4	_____
	b. If yes to (a) above, is the person who was in charge of that engagement available regularly to assist in the City's single audit?	0-3	_____
	c. Does the firm exhibit a clear understanding of		

single audit requirements?	0-3	_____
6. Other considerations (0-10)		
a. Is the proposing office sufficiently staffed with experienced accountants needed to conduct the audit engagement?	0-4	_____
b. Is the firm sufficiently independent?	0-4	_____
c. Is the proposal in the format and order recommended in the RFP?	0-1	_____
d. Did the firm follow all instructions in submitting the proposal and sealed “Cost Information” envelopes?	0-1	_____

NON COLLUSION AFFIDAVIT

State of _____)
) ss
County of _____)

_____, of lawful age, being first sworn on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party of any collusion amount with bidders in restraint of freedom of competition by agreement to bid at a fixed price or refrain from bidding; or with State, County, or City officials or employees as to the quantity, quality, or price in prospective contract, or any other terms of said prospective contract; or in any discussions between bidder and any State, County, or City official concerning exchange of money or any other thing of value for special consideration in the letting of a contract.

Name: _____

Title: _____

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

Notary Public

My Commission Expires: _____

BUSINESS RELATIONSHIP AFFIDAVIT

State of _____)
) ss
County of _____)

_____, of lawful age, being first duly sworn on oath that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect of which existed within one (1) year prior to the date of this statement which the architect, engineer, or other part of the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any official or director of the architectural or engineering firm or any other party to the project is as follows:

Affiant further states that the names of all persons who have any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exists, affiant should so state)

Name: _____

Title: _____

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

Notary Public

Regular Board of Commissioners

1. i.

Meeting Date: 02/06/2017

Req Advertise Bids Sidewalk

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to advertise for bids for the Avedis/City Sidewalk Project(s).

Attachments

Req Advertise Sidewalk



MEMORANDUM

AGENDA: February 6, 2017

TO: Justin Erickson, City Manager

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

RE: **Request for Authorization to Advertise for Bids the Avedis/City Sidewalk Project(s)**

SUMMARY AND BACKGROUND

The City of Shawnee and the Avedis Foundation entered into an Agreement whereby Avedis would grant \$350,000 per year to the City and the City would match for the next five (5) years towards a sidewalk project throughout various locations within the City. The attached map indicates tentative locations for the proposed sidewalk improvements, with Phase I (year one) of the project being shown in pink highlight. Phase I includes sidewalks along Main Street from Harrison to Pesotum (both sides), then from Pesotum to Bryan (north side), and sidewalks along Wallace Street from Kickapoo to Broadway. And sidewalks along Independence from Sequoyah School to Center, then south along Center to Wayne will also be included.

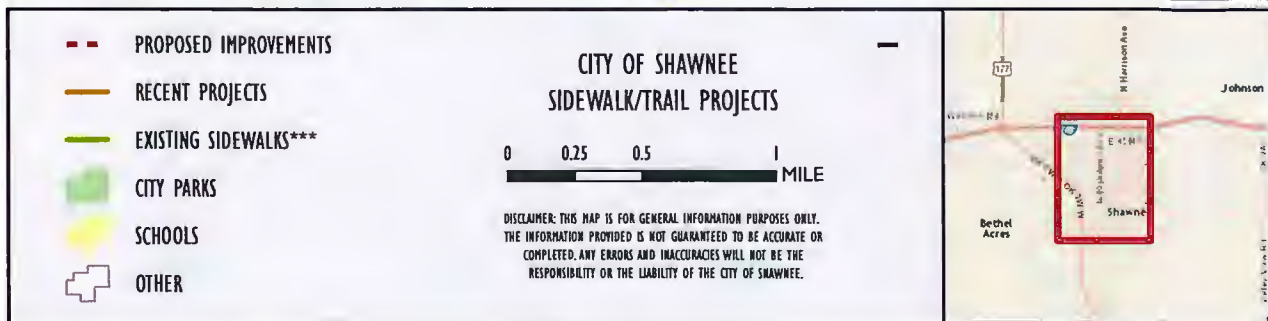
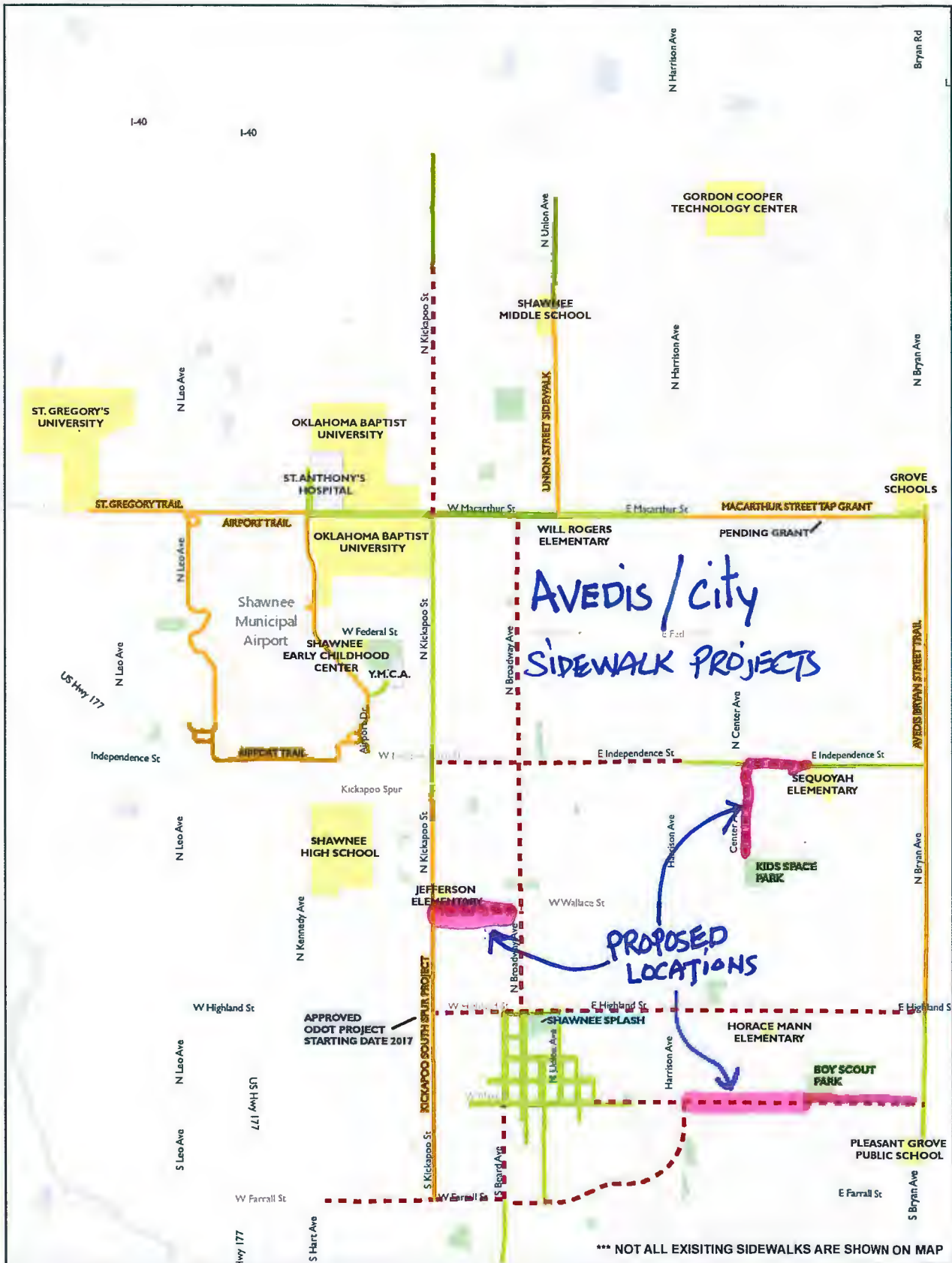
If request to bid is approved, staff will advertise the project and have the Bid Opening scheduled for the March 6, 2017 City Commission meeting.

BUDGETARY IMPACT

The Avedis Foundation will provide \$350,000 in funding, and to meet the City's matching amount, the City of Shawnee has \$292,300 budgeted for 'City wide Sidewalks/Ramps Project', and has received an additional \$53,400 from private companies paying into the 'sidewalk' fund in lieu of having to install sidewalks as required for their individual developments. Any shortfall in the City's matching share can be made up out of the 302 Street Fund balance.

RECOMMENDATION

Staff requests authorization to advertise for bids for the Avedis / City Sidewalk Project(s). Staff anticipates completion of the project by August 2017.



Regular Board of Commissioners

1. j.

Meeting Date: 02/06/2017

Authorize Sign Avedis Grant Expo

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize City Manager to execute Grant Agreement with the Avedis Foundation for the Heart of Oklahoma Exposition Center Conference Center Remodel Project.

Attachments

Avedis Grant Agreement

AVEDIS FOUNDATION GRANT AGREEMENT

("Grantee"), By signing below, on behalf of the **City of Shawnee and Shawnee Civic and Cultural Development Authority**, the authorized agents and legal representatives of Grantee, do hereby accept the grant from Avedis Foundation in the amount of **\$440,000.00** for the **Expo Conference Center Remodel** and agree to comply with the following terms and conditions:

- (1) The grant will be used by Grantee solely for the purpose of the approved grant request. Any request for substantive changes in the use of the grant monies must be submitted to Avedis Foundation and approved in writing prior to any such use.
- (2) Any monies not used for the stated purposes of the grant will be returned promptly to Avedis Foundation.
- (3) The funds will be used within one (1) year as approved by the Avedis Foundation. Any portion of the grant unexpended by this date shall be returned to the Avedis Foundation, unless otherwise agreed upon by both parties.
- (4) Spending and progress reports will be required on the funded projects. The Grantee hereby agrees to respond promptly to requests from Avedis Foundation for reports detailing the use of the granted funds. Further, Avedis Foundation representatives shall have reasonable access during business hours to files, records, accounts and personnel that are associated with this grant, for the purpose of conducting financial reviews, verifications or program evaluations as may be deemed necessary by Avedis Foundation.
- (5) Additional requirements:
 - a. Grantee will obtain a minimum of 2 bids on each project.
 - b. Grantee will obtain prior approval from Avedis Foundation for any proposed publicity concerning the grant.
 - c. In consideration of the grant award, the Shawnee Civic and Cultural Development Authority ("EXPO Board") does hereby agree that for a period of ten (10) years, it will allow the Avedis Foundation to select its food caterer for up to four (4) events of its choosing per year, without paying a fee to the exclusive tenant/caterer under contract by the EXPO. It is understood that in general, the Avedis Foundation shall make a reasonable attempt to utilize the caterer contracted by the EXPO and that if reasonable accommodations cannot be made in the view of Avedis, an outside caterer may be utilized.
 - d. In consideration of the grant award, the EXPO Board does hereby agree that for a period of ten (10) years it will provide free use of the EXPO facility (standard space rental fee) for up to four (4) Avedis-sponsored events per year, provided that direct staff, material and food costs shall be paid for by Avedis.
 - e. In consideration of the grant award, the City of Shawnee and the EXPO Board hereby agrees to provide naming rights to the Avedis Foundation as

specifically set forth herein. It is understood that the entire conference facility on the first floor of the EXPO will be named the “Avedis Event Center.” It is further understood that the City will cause appropriate and prominent interior signage to be installed noting the official name and honoring Avedis for their contribution.

I further certify that our 501(c)(3) status with the Internal Revenue Service, as reflected in our grant application, remains in full force and effect and that we are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code. Grantee shall immediately give written notice to the Avedis Foundation if, prior to receipt of all or any portion of the grant, said organization ceases to be exempt from federal income taxes under the provisions of Section 501(c)(3) of the Internal Revenue Code or becomes a private foundation under Section 509(a) of the Code.

I understand that any grant dollars received can affect the IRS public support test as calculated on Schedule A, Part IV-A of Form 990, and that failure of the public support test may cause a publically supported charity to be reclassified as a Private Foundation by the IRS.

Avedis Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if it, in Avedis Foundation's sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of Avedis Foundation; or (3) to comply with any law or regulation applicable to the Grantee, to Avedis Foundation, or the grant.

Organization's Name: **City of Shawnee**

Signature: _____
Name (printed) _____
Title: _____
Date: _____

Shawnee Civic and Cultural Development Authority

Signature: _____
Name (printed) _____
Title: _____
Date: _____

The foregoing instrument was acknowledged before me, this _____ day of _____, 2017, by _____. My commission expires: _____.

Signature of Notary: _____

Regular Board of Commissioners

1. k.

Meeting Date: 02/06/2017

Budget Amd Avedis Grant

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Fund 104 Economic Development

Adjust budget for Avedis Grant

Attachments

Budget Amd Avedis Grant

Estimated Revenue, Fund Balance, or Transfers IN

Estimated Revenue, Fund Balance, or Transfers In					Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
Fund Number	Account Number	Project Code	Line Item	Description			
104	4110			AVEDIS GRANT	-	440,000.00	440,000.00
							-
				Total	-	440,000.00	

Appropriations

[illegible]

Approved by the City Commission this
02/06/2017

Explanation of Budget Amendment:

Approved:

To adjust budget in the economic development fund for the Avedis Grant

Mayor

Attest:

City Clerk

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

Regular Board of Commissioners**1. I.**

Meeting Date: 02/06/2017

Wyndemere Accept

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Accept public improvements, i.e. paving and drainage, sanitary sewer, and water line for the Wyndemere Addition Section II, placing maintenance bonds into effect, authorizing obtainment of signatures and recording of the final plat.

Attachments

Wyndemere Paving

Wyndemere Sewer

Wyndemere Waterline

DEVELOPMENT CONTRACT

THIS AGREEMENT, made and entered into this _____ day of AUGUST, 2016, by and between GREG BROWN HOMES, L.L.C., for convenience hereinafter referred to as OWNER, and T J CAMPBELL CONSTRUCTION CO., PO BOX 15129, OKLAHOMA CITY, OK 73155 (405) 672-6768 hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, OWNER is improving the following described real property situated in POTTAWATOMIE COUNTY State of Oklahoma, to-wit: Paving and drainage improvements to WYNDEMERE SECTION 2, in the vicinity of E MacARTHUR, WEST OF N BRYAN STREET, SHAWNEE, OK.

WHEREAS, the work proposed consists of constructing paving and drainage improvements as shown in the plans and specifications to serve the above mentioned site and other documents listed hereinafter under the article "CONTRACT DOCUMENTS".

WHEREAS, CONTRACTOR is experienced in the construction of such paving and drainage improvements.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

PLANS AND SPECIFICATIONS

FIRST: That OWNER(S) have had CRAFTON TULL, 214 East Main Street, Oklahoma City, Oklahoma 73104, prepare plans and specifications covering paving and drainage improvements to be installed in the above mentioned subdivision, which said plans and specifications are hereby made a part of the AGREEMENT by reference, the same as if fully set forth herein.

ACCEPTANCE

SECOND: That CONTRACTOR herewith states that it has thoroughly examined the above plans, proposal and specifications covering the work to be performed and accepts the same and that CONTRACTOR has inspected the site on which construction will be performed and approves same.

WARRANTY OF PERFORMANCE

THIRD: CONTRACTOR is an independent contractor and hereby agrees to furnish all tools, machinery, labor, materials and all other items necessary to or required to perform in a perfect and workmanlike manner the construction and completion of all work shown and described on the above described plans and specifications, and in accordance with the terms hereof.

CONTRACTOR further agrees that it will provide an experienced, competent and responsible supervisor to direct the work to be performed at all times.

COMPLETION AGREEMENT

FOURTH: CONTRACTOR herewith agrees to complete all work included within 30 working days from the date of the Notice to Proceed.

The time of completion is of the essence of this AGREEMENT. For each calendar day that any work shall remain uncompleted after the time agreed upon in the proposal and this AGREEMENT, or increased time granted by the OWNER(S) for the completion of said work, the sum of \$50.00 per calendar day will be deducted from the monies due the CONTRACTOR, not as penalty, but as liquidated damages. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but should be deemed, taken and treated as reasonable liquidated damages since it would be impractical and extremely difficult to fix the actual damages.

Should the CONTRACTOR abandon the site after commencing work without prior notice and approval, then CONTRACTOR agrees to, and the OWNER(S) have the right to, contract with others to complete the work and to pay for the completion from the proceeds of this AGREEMENT.

GUARANTY AGAINST LIENS

FIFTH: CONTRACTOR herewith agrees to promptly pay all labor bills, material bills and all debts of every kind and character created by CONTRACTOR in the performance of this contract. CONTRACTOR shall, before OWNER(shall be obligated to pay the consideration set out below, submit all material bills, marked paid, and written evidence that all labor bills for such work are fully paid and shall certify in writing that no lienable claims exist at the time of payment.

ENGINEER'S CONTROL

SIXTH: OWNER and its Engineers, CRAFTON TULL & ASSOCIATES, shall have free access to the premises at all times for the purpose of determining the manner and method of performance of this contract and the quality of materials being used. All work and materials must meet the requirements and approval of said Engineers and City codes and specifications.

COMPLIANCE WITH LAWS AND ORDINANCES

SEVENTH: CONTRACTOR shall observe all the laws of the State of Oklahoma, and the ordinances of the local governmental authority, relating to the performance of this contract, obstruction of roads, streets, highways and alleys and shall maintain all signals, barriers, watchmen and notices that may be necessary to protect the public, employees and other persons entering said premises, and shall keep the same open for traffic as by such laws required. The CONTRACTOR further agrees to perform all work within the requirements of the Oklahoma Department of Labor, the U.S. Department of Labor, Occupational Safety and Health Administration and the Environmental Protection Agency Clean Water Act.

INDEMNITY AND INSURANCE

EIGHTH: CONTRACTOR herewith expressly agrees to indemnify and hold OWNER harmless from all suits, actions, judgments, and damages of every kind and character brought or obtained against OWNER on account of any injury or damages received sustained, or claimed by any party or parties to any property resulting from the acts of omissions of CONTRACTOR, its servants, agents, employees or subcontractors in doing the work herein contracted for or in consequences of negligent or willful act of any of said persons for any improper material used in its construction. Before the work shall commence, CONTRACTOR shall submit to OWNER a certificate of Public Liability and Property Damage including Completed Operations and Underground Operation Coverage covering CONTRACTOR and naming OWNER AND ENGINEER as an additional insured with limits of not less than \$500,000 for any one person or for any one accident; and \$100,000 property damage insurance.

WORKER'S COMPENSATION AND UNEMPLOYMENT

NINTH: CONTRACTOR herewith represents that it is an Employer within the meaning of the OKLAHOMA EMPLOYMENT SECURITY ACTS, its identification number being 01-1929989 and its FEDERAL EMPLOYER'S IDENTIFICATION NUMBER is 73-1084433. That CONTRACTOR will comply with all requirements of the OKLAHOMA WORKER'S COMPENSATION COURT and all other governmental agencies, bureaus and commissions having jurisdiction over the work. The CONTRACTOR has workman's compensation insurance with AGC Comp & Safety Group of Okla being Policy No. 14610087 which is in full force and effect and will remain same throughout the performance of this AGREEMENT. The CONTRACTOR shall submit to OWNER a certificate indicating the aforementioned coverage.

TENTH: Both parties agree CONTRACTOR is an independent contractor and no agency, partnership or joint venture is hereby created.

PAYMENT

ELEVENTH: CONTRACTOR shall receive for the full and complete performance of the agreement for the construction required by the above plans and specifications compensation from OWNER based upon the amounts and unit prices as set out in the CONTRACTOR'S proposal, a copy of the same being attached hereto and made a part of this AGREEMENT with payments to be made in accordance with the proposal.

In this regard, it is understood and agreed that in the event the quantities for unit price items used are less than those shown in the proposal, CONTRACTOR shall be paid a decreased sum based upon the unit prices shown for unit price items and by the same method of computation. In the event that the quantities for unit price items used exceed those shown in the proposal, CONTRACTOR shall be paid an increased sum based upon the unit price for unit price items as shown by the same method of computations. All lump sum bid items shall be paid lump sum for the item when completed.

The CONTRACTOR shall not be entitled to payment for "Extra Work" not covered by a bid item in the proposal unless prior approval for the same is obtained in writing from the Engineer.

BONDS

TWELFTH: CONTRACTOR herewith agrees to furnish an acceptable maintenance bond issued to the CITY, signed by a solvent corporate and qualified surety authorized to do business in the State of Oklahoma to cover the performance of this contract. The maintenance bond shall be for the limits and periods as required by the CITY.

CONSTRUCTION STAKES

THIRTEENTH: The Engineer, CRAFTON TULL & ASSOCIATES, will install all construction stakes necessary to establish the line, grade and limits of construction for the CONTRACTOR. In case of negligence on the part of the CONTRACTOR or his employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from the payment due the CONTRACTOR when the OWNER is so notified by the Engineer. Such deducted amounts shall be paid to the Engineer by the Owner.

CONTRACT DOCUMENTS

FOURTEENTH: The general conditions of the contract as shown in the specifications indicated below shall be applicable to all work done on this construction. The specifications and drawings, together with this AGREEMENT, form the CONTRACT DOCUMENTS and they are as fully a part of this AGREEMENT as if hereto attached or herein repeated. The following is an enumeration of the specifications and drawings:

1. Proposal
2. Plans and drawings
3. City Standard Specifications

All work done on this project shall be in accordance with the specifications or requirements of the CITY as well as the above requirements, and all work shall be to the satisfaction of the OWNER and CITY. The term "City" refers to the political location within which the project is located.

PERMITS, LICENSES AND INSPECTION FEES

FIFTEENTH: CONTRACTOR shall obtain and pay for all permits and licenses required by any governing body for the performance of the work in this contract. CONTRACTOR shall obtain and pay for all testing required by governing body specifications. CONTRACTOR shall pay any inspection fees required by GOVERNING BODY for the performance of the work of this AGREEMENT. However, the OWNER shall reimburse the CONTRACTOR for the amount of inspection fees only, upon presentation of a paid receipt for same submitted along with his bill to OWNER.

SIXTEENTH: All claims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of or relating to the CONTRACT DOCUMENTS or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This agreement to so arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing law of any court having jurisdiction.

Notice of the demand for arbitration will be filed in writing with the other party to this Agreement and with the American Arbitration Association, and a copy will be sent to the ENGINEER for information. The demand for arbitration will be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. No such arbitration shall include by consolidation, joinder, or in any other manner any person or entity (including ENGINEER) who is not a party to this contract unless the written consent of the other person or entity has been obtained for such inclusion; and, no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent. Either OWNER or CONTRACTOR may join Subcontractor(s) to the arbitration when the claim, dispute, or other matter in question involves Work of such Subcontractor. CONTRACTOR shall include in all subcontracts a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work of such Subcontractor.

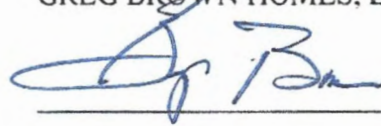
The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to the CONTRACT DOCUMENTS or the breach thereof to mediation by the American Arbitration Association prior to either of them initiating against the other a demand for arbitration. The mediator of any dispute submitted to mediation under this AGREEMENT shall not serve as arbitrator of such dispute unless otherwise agreed.

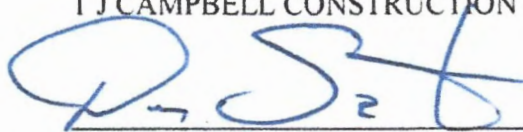
THIS AGREEMENT shall be binding upon the parties hereto, their respective heirs, executors, administrators, devisees, trustees, successors, or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year last above written.

GREG BROWN HOMES, L.L.C.

A handwritten signature in blue ink, appearing to read "G. Brown", is written over a horizontal line.

T J CAMPBELL CONSTRUCTION CO.

A handwritten signature in blue ink, appearing to read "T J Campbell", is written over a horizontal line.

I have been purchasing concrete from Rempels Rock & Ready Mix out of Prague. I have been very pleased with the product and the service. I would appreciate you giving them the chance to bid on the Wyndemere paving job. Their number is 567-3991.

Thanks

A handwritten signature in blue ink, appearing to read 'Greg Brown', with a stylized, looping initial 'G'.

Greg Brown

STORM WATER POLLUTION PREVENTION PLAN

"ADDENDUM"

CONTRACTOR CERTIFICATION

GREG BROWN HOMES, LLC.

(Owner/Operator)

Wyndemere Section 2

(Project Name)

Paving and Drainage Improvements

Contractors, builders, regular suppliers or others (contractors) involved in construction activity who are not the owner/operator, developer, or general contractor, and have not been issued the Storm Water Construction General Permit (CGP) authorization, execute this Contractor Certification which places the responsibility of complying with and abiding by the intent and purpose of the permit with the contractor for any and all work performed under the authority and direction of the contractor. Furthermore, the contractor assumes responsibility to avoid or eliminate any actual or potential adverse effects upon the environment according to the Storm Water Pollution Prevention Plan (PPP), during all phases of building construction, or delivery activity on any and all construction sites under the control and responsibility of the contractor as described in the PPP.

1. Contractor company name: T J Campbell Construction Co.
2. Contractor address: PO Box 15129, Oklahoma City, OK 73155 (405) 672-6768
3. Project location: E MacArthur, West of N Bryan Street, Pottawatomie County, Shawnee, OK
4. Contractor must be thoroughly familiar with the original Notice of Intent (NOI) filed by Greg Brown

Homes, LLC.

with the Oklahoma Department of Environmental Quality.

Contractor must also be familiar with, and adhere to, the Storm Water Pollution Prevention Plan (PPP) and the Best Management Practices (BMP) on file at the following locations: Project Site and 214 East Main Street,

OKC 73014. The Contractor is certifying below that they assume all physical responsibility for any and all construction activities performed by the Contractor or under the direction and control of the Contractor, to avoid or eliminate any actual or potential adverse effects upon the environment pertaining to the properties listed in Item 3 above.

I certify under penalty of law that I understand the terms and conditions of the Oklahoma Pollutant Discharge Elimination System Act (OPDES) General Permit that authorizes storm water discharges associated with construction activity from the construction site identified as part of this certification. I have read and understand Part I.B. eligibility requirements for coverage under the general permit for storm water discharges from construction activities, including those requirements published in the modified OPDES General Permit OKR10 of September, 2012, and the Storm Water Pollution Prevention Plan (PPP) and Best Management Practices (BMP) described in Item 3 above.

I understand that continued coverage under this permit is contingent upon maintaining eligibility as provided for in Part I.B. of the permit.

Print Name: Denver Saxton

Date: 8-22-16

Signature: [Signature]

Title: V.P.

Bids To Be Submitted to:
GREG BROWN HOMES, LLC.

SUBMIT PROPOSAL BID
By 3 o'clock



Crafton Tull & Associates, Inc.
214 East Main Street
Oklahoma City, OK 73104
Ph: 787-6270/Fax: 787-6276

Day: Friday
Date: July 15, 2016
Job No. 16606700

**PROPOSAL
FOR
PAVING AND DRAINAGE IMPROVEMENTS**

Date: 7/15/16

Proposal of	<u>T.J. CAMPBELL CONSTRUCTION CO</u>	Name
<u>PO BOX 15129 OKLAHOMA CITY, OK 73155</u>	<u>405.672.6768</u>	
Mailing Address	Telephone	

to furnish and deliver all materials and do and perform all work in accordance with the plans, specifications and contract of GREG BROWN HOMES, LLC. for the construction of PAVING AND DRAINAGE IMPROVEMENTS, this work being situated at the following location:

**WYNDEMERE SECTION 2 in the vicinity of
E MacARTHUR, W of N BRYAN STREET,
POTTAWATOMIE COUNTY, Shawnee, OK**

To: **GREG BROWN HOMES, LLC.
c/o Crafton Tull & Associates, Inc.**

Gentlemen:

The undersigned bidder has carefully examined the form of Contract, the General Drawings, the General Conditions, the Specifications and the Special Conditions for the hereinbefore described improvements and the site of the work; and will provide all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all materials called for by said specifications, General Conditions and Drawings, in the manner prescribed herein and in said Contract, and in accordance with the requirements of the Engineer under them.

In addition to the Plans, Specifications and Contract provided herewith, all workmanship and materials shall also conform to the City Standard Specifications, Drawings and Details.

The undersigned bidder understands that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased or decreased at the prices stated in the following proposal:

SCHEDULE OF PRICES—CONCRETE PAVING

Approx. Qty.	Unit	Item	Unit Price	Total Price
3,756	S.Y.	6" Portland Cement Concrete	\$ 39.50	\$ 148,362.00

3,97

2,35

29

42

2

-- SEE ATTACHED REVISED

BID QUOTE - - - -

Approx.
Qty.

103

5

1

6

The contractor herewith agrees to complete all work hereby within 30 working days from the date of Engineer's Notice to Proceed. Contractor further agrees to commence said work by 2 weeks from notice to proceed.

**T.J. CAMPBELL CONSTRUCTION CO.**

6900 S. SUNNYLANE OKLAHOMA CITY, OK 73135

Contact: DENVER SAXTON

Phone: 405-672-6768 EXT. 259

Fax: 405-672-9890

Quote To:

Greg Brown

Job Name:

Wyndemere Section 2 Paving

Phone:Date of Plans:Fax:Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" PORTLAND CEMENT CONCRETE	3,756.00	SY	36.50	137,094.00
2	10" KILN DUST STABILIZED BASE	3,974.00	SY	7.00	27,818.00
3	6" INTEGRAL CURB & BACKFILL	2,355.00	LF	15.00	35,325.00
4	'W' CURB MARKINGS	29.00	EA	6.00	174.00
5	REMOVE CONCRETE HEADER CURB	42.00	LF	8.00	336.00
6	REMOVE STD. REFLECTOR TYPE BARRICADE	2.00	EA	75.00	150.00
	CONCRETE PAVING				\$200,897.00
1	5.5'X0.5' CONCRETE FLUME	103.00	LF	60.00	6,180.00
2	8'X0.5' CONCRETE FLUME	5.00	LF	80.00	400.00
3	8.0' X 4.0' DROP INLET I.D.	1.00	EA	6,500.00	6,500.00
4	5.5'X0.5' TO 8.0'X0.5' FLUME TRANSITION	6.00	LF	80.00	480.00
	DRAINAGE				\$13,560.00
GRAND TOTAL					\$214,457.00

NOTES:
 DENVER SAXTON
 Estimator

 DATE

The undersigned bidder understands that he shall:

Receive ninety percent (90%) partial estimates for work completed, excluding material on hand, on a monthly basis with the balance due on acceptance by the Developer, Engineer and the City.

The Contractor shall provide to the Engineer for review on or before the 25th of each month an invoice for progressive work performed to date. The Owner shall pay to the contractor by the tenth of each month 90% of the monthly estimate. The final estimate shall be paid within ten (10) days upon Engineer approval of the final invoice for payment and notice by the City that the construction improvements are complete.

The undersigned bidder also agrees as follows:

First: The undersigned bidder understands that the Developer reserves the right to reject any or all bids.

Second: Within seven (7) days from the date of the Notice of Acceptance of the proposal, to execute the contract and to furnish the required performance, statutory and maintenance bond.

Third: To begin work on the date specified in the Notice to Proceed and to prosecute said work in such a manner as to complete it within 30 working days.

Fourth: Before work shall commence, Contractor shall submit to Owner a certificate of Public Liability and Property Damage covering Contractor and naming Owner as additional insured with limits of not less than \$500,000 for any one person or any one accident; and \$100,000 property damage insurance. This certificate or another, shall also indicate coverage for Workman's Compensation and Completed Operations Insurance.

Fifth: Before commencing work, the Contractor shall schedule a pre-construction conference with the Engineer and Construction Coordinator to review details of the work to be performed. Construction staking will commence once a pre-construction conference has been completed.

Sixth: The time of completion is of the essence of the contract. For each calendar day that any work shall remain uncompleted after the time agreed upon in the proposal and the contract or increased time granted by the Owner for the completion of said work, the sum of \$50.00 per day will be deducted from the monies due the Contractor, not as penalty, but as liquidated damages. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

Should the contractor abandon the site after commencing work without prior notice and approval, then the contractor agrees to, and the owner has the right to, get the job completed by others to pay for the completion from the proceeds of this contract.

Seventh: The contractor shall not be entitled to payment for "Extra Work" not covered by a bid item in the proposal, unless prior approval for the same is obtained in writing from the Engineer. The Contractor understands he will not receive the final 10% of his pay until the engineer receives the final Acceptance Letter from the City.

Eighth: All contractors and subcontractors must sign a copy of the certification statement presented hereafter before conducting any professional service at the site identified in the pollution prevention plan:

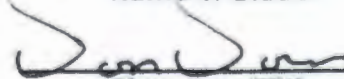
Ninth: The Contractor will be responsible for the upkeep and maintenance of any existing erosion control devices when he arrives on the site, the same to be in good condition when he leaves the site. This possible work will be considered "incidental work" without a bid item, the cost of which shall be included in the other items bid.

"I certify under penalty of law that I understand and will comply with the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) Oklahoma Department of Environmental Quality permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

Dated this 15th day of JULY, 2016.

T. J. CAMPBELL CONSTRUCTION CO.

Name of Bidder



VICE PRESIDENT

Signature/Title

PO BOX 15129

Address

OKLAHOMA CITY, OK 73155

City/State/Zip

If a Corporation:

Incorporated under the laws of

State of OKLAHOMA

10/27/2016

14:37

WYNDEMERE2PV

WYNDEMERE SECTION 2 PAVING

*** Greg Homan

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	6" PORTLAND CEMENT CONCRETE	3,756.000	SY	36.50	137,094.00
20	10" KILN DUST STABILIZED BASE	3,974.000	SY	7.00	27,818.00
30	6" INTEGRAL CURB & BACKFILL	2,355.000	LF	15.00	35,325.00
40	'W' CURB MARKINGS	29.000	EA	6.00	174.00
50	REMOVE CONCRETE HEADER CURB	42.000	LF	8.00	336.00
60	REMOVE STD. REFLECTOR TYPE BARRICADE	2.000	EA	75.00	150.00

 ASPHALT PAVING

\$200,897.00

70	5.5'X0.5' CONCRETE FLUME	103.000	LF	60.00	6,180.00
80	8'X0.5' CONCRETE FLUME	5.000	LF	80.00	400.00
90	8.0' X 4.0' DROP INLET I.D.	1.000	EA	6,500.00	6,500.00
100	5.5'X0.5' TO 8.0'X0.5' FLUME TRANSITION	6.000	LF	80.00	480.00

 DRAINAGE

\$13,560.00

 Bid Total =====>

\$214,457.00

****Notes:**

Items in italics are Non-Additive.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That TJ Campbell Construction Company, PO Box 14129, Oklahoma City, OK 73144
as Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116
a corporation organized under the laws of the State of Oklahoma and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of
Shawnee in penal sum of Two Hundred Fourteen Thousand Four Hundred Fifty Seven and no/100

Dollars (\$ 214,457.00-----) in lawful money of the United States of America, said sum being
equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent
(10%) for four (4) years after completion and final acceptance (total of 5 years maintenance), for
the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs,
executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these
presents.

DATED this 26th day of August, 2016

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Greg Brown Homes, LLC dated 8/22, 2016, for
(State or Other Entity)

Wyndemere Section 2

all in compliance with the plans and specifications therefore, made a part of said

Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of five (5) years ({one hundred (100%) percent for first year, ten (10%) for four years thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the City of Shawnee; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold City of Shawnee harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

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

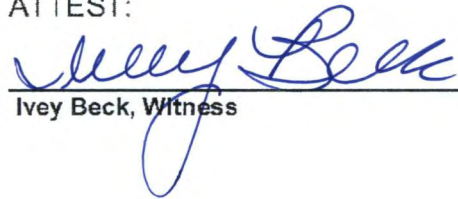
(SEAL)

ATTEST:



(SEAL)

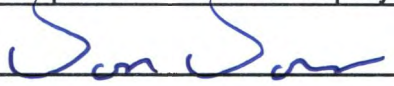
ATTEST:


Ivey Beck, Witness



Principal:

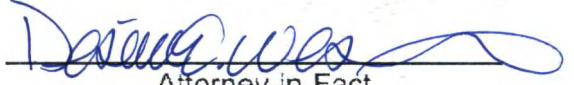
TJ Campbell Construction Company

BY 

TITLE VICE PRESIDENT

SURETY:

Liberty Mutual Insurance Company

BY 
Attorney-in-Fact

NAME Desiree E. Westmoreland

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7356949

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bret S. Burton; David B. McKinney; Desiree E. Westmoreland; Kathleen A. Snyder; Tim H. Heffel; Timothy C. Smith

all of the city of Wichita, state of KS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of May, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 6th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

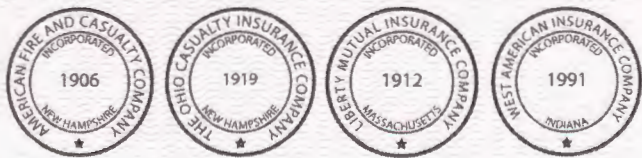
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

ACORD™

Client#: 40411

CAMPTJC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2016

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

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

PRODUCER IMA, Inc. - Wichita Division PO Box 2992 Wichita, KS 67201 316 267-9221		CONTACT NAME: PHONE (A/C, No, Ext): 316 267-9221 FAX (A/C, No): 316 266-6254 E-MAIL ADDRESS:															
INSURED T. J. Campbell Construction Co. PO Box 3788 Edmond, OK 73083		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers PropCas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: AGC Comp & Safety Group of OK</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Phoenix Insurance Company	25623	INSURER B: Travelers PropCas Co of America	25674	INSURER C: AGC Comp & Safety Group of OK		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

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REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		DTCO2791C162PHX16	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		DT8102791C162TIL16	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0		ZUP31M3359A16NF	07/01/2016	07/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	16610087 (OK)	07/01/2016	06/30/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

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

Re: Wyndemere Section 2, Shawnee, OK.

Greg Brown Homes, LLC and Crafton Tull are included as Additional Insured on the General Liability Policy, if required by written contract or agreement subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Greg Brown Homes, LLC 2510 E Independence #400 Shawnee, OK 74801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2016

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

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COVERAGES

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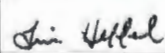
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Wyndemere Section 2, Shawnee, OK.

CERTIFICATE HOLDER

CANCELLATION

City of Shawnee 16 W 9th St Shawnee, OK 74802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

MAINTENANCE BOND

Bond Number: CBB0046866

KNOW ALL MEN BY THESE PRESENTS, THAT WE

HENDRIX SERVICES, LLC as Principal
and National American Insurance Company, a(n) Oklahoma Corporation, having its
principal place of business in the City of Chandler and State of OK, as Surety, are held and
firmly bound unto City of Shawnee
as Oblige, in the penal sum of Six Thousand Three Hundred Eighty Nine and 70/100---
Dollars (\$ 6,389.70), lawful money of the United States of America, for the payment of which, well
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these present.

WHEREAS the said Principal has constructed certain improvements described as follows:

Sanitary Sewer Line Improvements to Wyndemere Sec. 2, Shawnee, Ok

WHICH said improvements have been constructed to conform to specifications prepared by:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the said
Principal shall maintain said improvements for a period of 2 Years
against any failure due to defective workmanship or materials, said period to begin with
the date of final acceptance of such completed improvements described above, then this
obligation shall be null and void.

The Oblige, by and through its proper representative, shall give the Principal and the Surety
written notice of all repairs required to fulfill the terms of this maintenance guarantee; and the
said Principal and Surety shall, after receipt of any such notice, be allowed a reasonable period of
time in which to make any such repairs.

SIGNED, sealed and dated this 16th day of August, 2016

HENDRIX SERVICES, LLC

Principal

BY: [Signature]

National American Insurance Company

Surety

BY: [Signature]

CYNTHIA A. HARRELL Attorney-in-Fact



**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

Number: CBB46866

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Tina E. Switzer, Barbara M. Paske, Kerri D. Kline, Tara N. Switzer, Cynthia A. Harrell

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The authority of said Attorney-in-fact to bind the company shall not exceed \$3,000,000 for any single bond.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



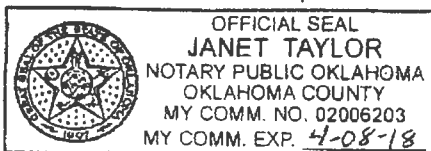
NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2011, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 8, 2018
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 16th day of August, 2016



Joyce M. Seitz

Joyce M. Seitz, Assistant Secretary

MAINTENANCE BOND

Bond Number: CBB0046867

KNOW ALL MEN BY THESE PRESENTS, THAT WE
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WHEREAS the said Principal has constructed certain improvements described as follows:

Water Line Improvements to Wyndemere, Sec. 2, Shawnee, OK

WHICH said improvements have been constructed to conform to specifications prepared by:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the said
Principal shall maintain said improvements for a period of 2 Years
against any failure due to defective workmanship or materials, said period to begin with
the date of final acceptance of such completed improvements described above, then this
obligation shall be null and void.

The Obligee, by and through its proper representative, shall give the Principal and the Surety
written notice of all repairs required to fulfill the terms of this maintenance guarantee; and the
said Principal and Surety shall, after receipt of any such notice, be allowed a reasonable period of
time in which to make any such repairs.

SIGNED, sealed and dated this 16th day of August, 2016

HENDRIX SERVICES, LLC

Principal

BY: [Signature]

National American Insurance Company

Surety

BY: [Signature]
CYNTHIA A. HARRELL Attorney-in-Fact



**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

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And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

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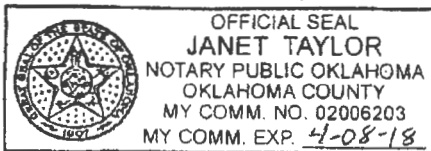
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W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

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Janet Taylor

Notary Public
My Commission Expires April 8, 2018
Commission #02006203

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Signed and Sealed at the City of Chandler.

Dated the 16th day of August 2016



Joyce M. Seitz

Joyce M. Seitz, Assistant Secretary

Regular Board of Commissioners

1. m.

Meeting Date: 02/06/2017

Acknow Resignation Kerbs PC

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Dell Kerbs from the Planning Commission.

Attachments

Resignation Kerbs PC

DELL KERBS
1212 WINDSOR PLACE
SHAWNEE, OKLAHOMA 74804

November 15, 2016

Mr. Justin Erickson
City Manager
City of Shawnee
16 West Ninth Street
Shawnee, Oklahoma 74801

Dear Mr. Erickson:

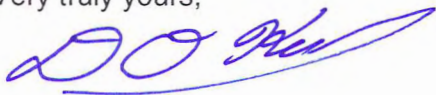
I am writing to inform you that I am resigning from my position on the City of Shawnee Planning Commission effective today, November 15, 2016.

It has been one of the true honors of my life to serve on the Planning Commission for the past two years. After more than 20 years of active involvement with the City and across our community, I can assure you my interest and passion for Shawnee will continue. It will simply be in a new role.

As you know, tomorrow I will be sworn as a member of the Oklahoma House of Representatives. I look forward to serving in this new role representing the citizens of House District 26. I am grateful for the opportunity and privilege to continue in this new capacity of public service.

It has been a pleasure serving on the Planning Commission and I look forward to our continued work for the betterment of our community and our state. I wish the City Council and Planning Commission the very best for the future.

Very truly yours,



Dell Kerbs

cc: Mr. Justin Debruin, Planning Director

RECEIVED
NOV 15 2016
PLANNING / CODE

Regular Board of Commissioners

1. n.

Meeting Date: 02/06/2017

Lake Leases

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 5 Eckel Tract, 15309 Eckel Road

From: Bruce E. Outland

To: Floyd and Delma Murray

Lot 1A Mosler Tract, 33001 Lake Road

From: Shawnee Homebuilders Association

To: Rosewood Farms, LLC

Attachments

Lake Transfer Murray

Lake Transfer Rosewood



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	01/30/2017	License No. #030470
Type	☐ Renewal ☒ Transfer (Fee: \$1,000)	
Commission Meeting Date	February 6 th , 2017	
Property Address	15309 ECKEL RD.	
Lake Site Location	LOT 5 ECKEL TRACT	
Lease Dates	02/06/2017-02/06/2047	
Lease Fee (changes annually)	\$689.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	FLOYD & DELMA MURPHY	
Address	11901 N. LUTHER RD. LUTHER, OK 73054	
Phone	405-640-5950	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	BRUCE E. OUTLAND	
Address	PO BOX 233 SHAWNEE, OK 74802	
Phone	405-250-1531	
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	10/10/2012	
Misc. Comments	 Total Charges Paid: \$1,689.00	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 030470**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of February 6th, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

FLOYD MURPHY
of 11901 N LUTHER RD LUTHER OK 73054 ,
DELMA MURPHY
of 11901 N LUTHER RD LUTHER OK 73054,
PARTY OF THE SECOND PART.

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

**15309 ECKEL RD
LOT5 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: _____

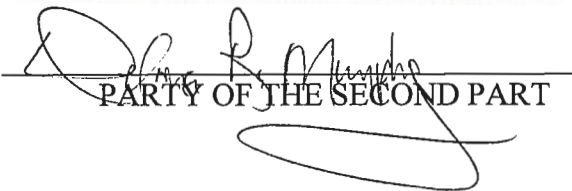
MAYOR

PARTY OF THE FIRST PART

ATTEST:

CITY CLERK


PARTY OF THE SECOND PART


PARTY OF THE SECOND PART



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	01/31/2017	License No. #030487
Type	☐ Renewal ☒ Transfer (Fee: \$1,000)	
Commission Meeting Date	February 6 th , 2017	
Property Address	33001 LAKE RD.	
Lake Site Location	LOT 1A MOSLER TRACT	
Lease Dates	02/06/2017 – 02/06/2047	
Lease Fee (changes annually)	\$689.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	ROSEWOOD FARMS, LLC	
Address	26 ORVILLE RD SHAWNEE, OK 74801	
Phone	405-788-0242	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	SHAWNEE HOMEBUILDERS ASSOCIATION	
Address	PO BOX 1089 SHAWNEE, OK 74802	
Phone	405-214-1211	
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	1/15/2016	
Misc. Comments		
Total Charges Paid: \$1,689.00		

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 030487**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of February 6th, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

ROSEWOOD FARMS, LLC
of 26 ORVILLE RD SHAWNEE OK 74801 ,

of,
PARTY OF THE SECOND PART.

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

**33001 LAKE RD
LOT 1 A MOSLER TRACT**

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

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

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

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

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

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

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

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

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

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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

 *MANAGER OF ROSEWOOD
PARTY OF THE SECOND PART FARMS LLC*

PARTY OF THE SECOND PART

Regular Board of Commissioners

1. o.

Meeting Date: 02/06/2017

Mayor Appts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments

Shawnee Housing Authority

David Tomlinson 1st Full Term Expires 2/4/2020

Replaces Donna Houston – Termed Out

Shawnee Library Board

Marissa Lightsey 1st Partial Term Expires 6/30/2019

Replaces Cherity Pennington – Resigned

Correction to expiration date from 2017 to 2019

Attachments

Tomlinson SHA App

Lightsey Library App



APPLICATION TO SERVE
Boards, Committees, and Commissions

Name: <u>David Tomlinson</u>	Application Date: <u>Jan. 23, 17</u>
Address: <u>1016 Muirfield Drive Shawnee, Okla. 74801</u>	
Mailing Address: <u>1016 Muirfield Drive Shawnee, Okla. 74801</u>	
Daytime Phone: <u>(405) 659-8448</u>	Fax: <u>NA</u> Email: <u>DLTomlinson62@gmail.com</u>
Profession: <u>builder</u>	
Business Name: <u>SBZ Properties LLC</u>	
Business Address: <u>1016 Muirfield Drive, Shawnee, Okla. 74801</u>	
Business Phone: <u>(405) 659-8488</u> Fax: <u>NA</u> Email: <u>DLTomlinson62@gmail.com</u>	

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

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

How many years have you lived in Shawnee? 30 years

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

☐ Airport Advisory Board	☐ Library Board
☐ Beautification Committee	☐ Oklahoma Baptist University Trust Authority
☐ Board of Adjustment (Zoning)	☐ Planning Commission
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contracts Review Committee	☐ Shawnee Urban Renewal Authority
☒ Housing Authority	☐ Traffic Commission
	☐ Other:

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

I would like to be more involved in the future of this city and think the housing authority would be a good place for my life's experience. I've known Randy Thomason for a long time and think he's doing a fantastic job. I would like to be a part of this organization and would enjoy a chance to learn new things and share what I've learned

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

I have been in the home rental business all of my adult life (since 1984) owning and managing up to 400 units. I have extensive knowledge in all branches of the property business. Although the financing, construction, leasing, and maintenance may be a little different in public housing, I feel I would have a head start and could be a quick study to learn those differences.

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

NA

List education, including degree(s) earned:

*grades 1-12 Tecumseh schools and Garden Cooper Vo-Tech
Associates degree from OSU Technical Institute*

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

No

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
<i>Justice Doug Combs</i>	<i>friend</i>	<i>275-5196</i>
<i>Tom Brown</i>	<i>friend</i>	<i>273-2865</i>
<i>Terry Hopkins</i>	<i>friend</i>	<i>273-7407</i>

PLEASE READ CAREFULLY:

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

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

Signature



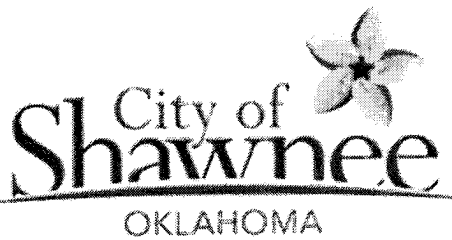
Date

1/23/17

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

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
405-878-1605 (phone)
405-878-1581 (fax)
llasyone@ShawneeOK.org



APPLICATION TO SERVE
Boards, Committees, and Commissions

Name: <u>Marissa Lightsey</u>	Application Date: <u>12/19/2016</u>
Address: <u>1923 N. Bell Ave</u>	
Mailing Address: <u>1923 N. Bell Ave</u>	
Daytime Phone: <u>405-512-7631</u>	Fax: _____ Email: marissa.lightsey@okbb.edu
Profession: <u>Director of Career Development</u>	<u>marissalightsey@yahoo.com</u>
Business Name: <u>Oklahoma Baptist University</u>	
Business Address: <u>500 W. University Dr. Shawnee, OK 74804</u>	
Business Phone: <u>405-585-5262</u>	Fax: _____ Email: <u>marissa.lightsey@okbb.edu</u>

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

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

How many years have you lived in Shawnee? 10 Years

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

☐ Airport Advisory Board ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Civic and Cultural Development Authority ☐ Community Service Contracts Review Committee ☐ Housing Authority	☒ Library Board ☐ Oklahoma Baptist University Trust Authority ☐ Planning Commission ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Traffic Commission ☐ Other:
---	---

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

I am committed to serving on a board that invests in the importance of equal access to education.

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

I have over 5 years experience in working with youth / young adult development. I have worked for several non-profit organizations aimed at

educating and empowering communities through civic,
cultural, and scholastic education.

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

I currently volunteer with Junior Achievers, I was apart
of Leadership Shawnee.

List education, including degree(s) earned:

Masters of Science Human Resources, ECU
Bachelors of Arts Communications, OBU

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

No

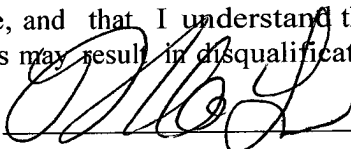
Please include up to three personal or professional references:

Name	Relationship	Telephone Number
<u>Dr. Vicki Ellis</u>	<u>Former Educator</u>	<u>405-585-4357</u>
<u>Dr. Rich Rudebeck</u>	<u>Colleague</u>	<u>405-585-4409</u>

PLEASE READ CAREFULLY:

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

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

Signature  Date 12/19/2016

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

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
405-878-1605 (phone)
405-878-1581 (fax)
llasyone@ShawneeOK.org

Regular Board of Commissioners**3.**

Meeting Date: 02/06/2017

Proposed City Ward Boundary Changes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation, consideration and possible action on proposed changes to City ward boundaries.

Attachments

Ward Change Proposal Memo

Ward Change Proposal Ex



Office of the City Manager

STAFF REPORT AND RECOMMENDATION

AGENDA: February 6, 2017

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Proposed Changes to Ward Boundaries** ***REVISED FROM DECEMBER 5***

BACKGROUND

The City is comprised of six wards and after each Federal Census, we are required to review the population of each ward to ensure that the population distribution between wards is substantially equal. This analysis was completed by the City's Geographical Information Systems (GIS) Manager, John Claytor. The goals of this effort were to:

1. Meet or exceed all statutory requirements by ensuring that all wards were approximately equal in population;
2. Use logical boundaries and keep neighborhoods intact to the extent feasible; and
3. Utilize Census Block-level data to ensure an accurate analysis and facilitate future analysis after the 2020 Census.

The analysis has resulted in a proposal that includes a total of six (6) ward adjustments as detailed below and in Exhibit 1.

In light of the action by the City Commission on January 17, 2017 to detach lands owned by St. Gregory's University and related parties, which removed 306 individuals from the City limits, additional boundary modifications were made (see Change 3) compared to what was presented to the City Commission on December 5, 2016.

STATUTORY REQUIREMENT

Pursuant to the City's Charter (Article II):

Section 2. - Wards.

The city is hereby divided into six (6) wards, being the same number now existing in the present corporation, with boundaries to each as heretofore established; but the board of commissioners shall have power by ordinance to change the boundaries of the present wards, and in doing so each ward shall contain as nearly the same number of inhabitants as in the judgment of said board can reasonably be done.

Pursuant to State Law (11 O.S. § 20-101):

A. As soon as practicable following each federal census, the municipal governing body shall review the wards and ward boundaries of the municipality. The governing body shall change the boundaries or number of wards, if necessary, in the manner provided by this article, so that the wards are formed of compact and contiguous territory and are substantially equal in population.

PROPOSED CHANGES

Table 1 summarizes the current and proposed population distribution by ward utilizing the 2010 U.S. Census figures. If the wards were exactly equal, each would represent approximately 16.66% of the City's population, or 4,925 people. If the current ward boundaries were not changed, the maximum difference in population between the wards would be 1,405 people or 3.95 percent.

As proposed, the maximum variance is substantially reduced to 266 people or 0.89 percent. It is staff's opinion that a proposed deviation below 1.0% more than meets the "substantially equal" requirement set forth in State law. Although the City has certainly added population since 2010, the 2010 Census is the only data available at the block-level which allows for the detailed analysis necessary to complete the ward boundary adjustment. The next block-level population update will not occur until the 2020 Census is complete, with block-level data likely not available until 2021 or 2022. Based on U.S. Census estimates, Shawnee's 2015 population is estimated to be at 31,286 residents (note: this number has not been adjusted to account for the St. Gregory's detachment).

Table 1: Current and Proposed Population Distribution by Ward

Ward #	Current Population	Overall Percent	Proposed Population	Overall Percent
1	5,333	18.05%	4,982	16.86%
2	4,520	15.30%	4,785	16.19%
3	4,285	15.61%	4,931	16.69%
4	4,612	15.61%	4,965	16.80%
5	5,111	17.30%	4,842	16.39%
6	5,690	19.25%	5,046	17.08%
Total	29,551	--	29,551	--
Maximum Deviation	1,405 (3.95%)	--	261 (0.89%)	--

If the City Commission concurs with the proposed boundary adjustments, the City will provide notice in accordance with State law as follows (11 O.S. § 20-103):

The governing body shall give at least thirty (30) days' notice of the proposal by the governing body to change the name, boundaries, or number of wards. The notice shall be published at least once. After the thirty-day notice period, the governing body may make the proposed changes by ordinance which shall be approved by a two-thirds (2/3) vote of its members.

The adopting ordinance would be on the Commission's March 6 meeting for consideration.

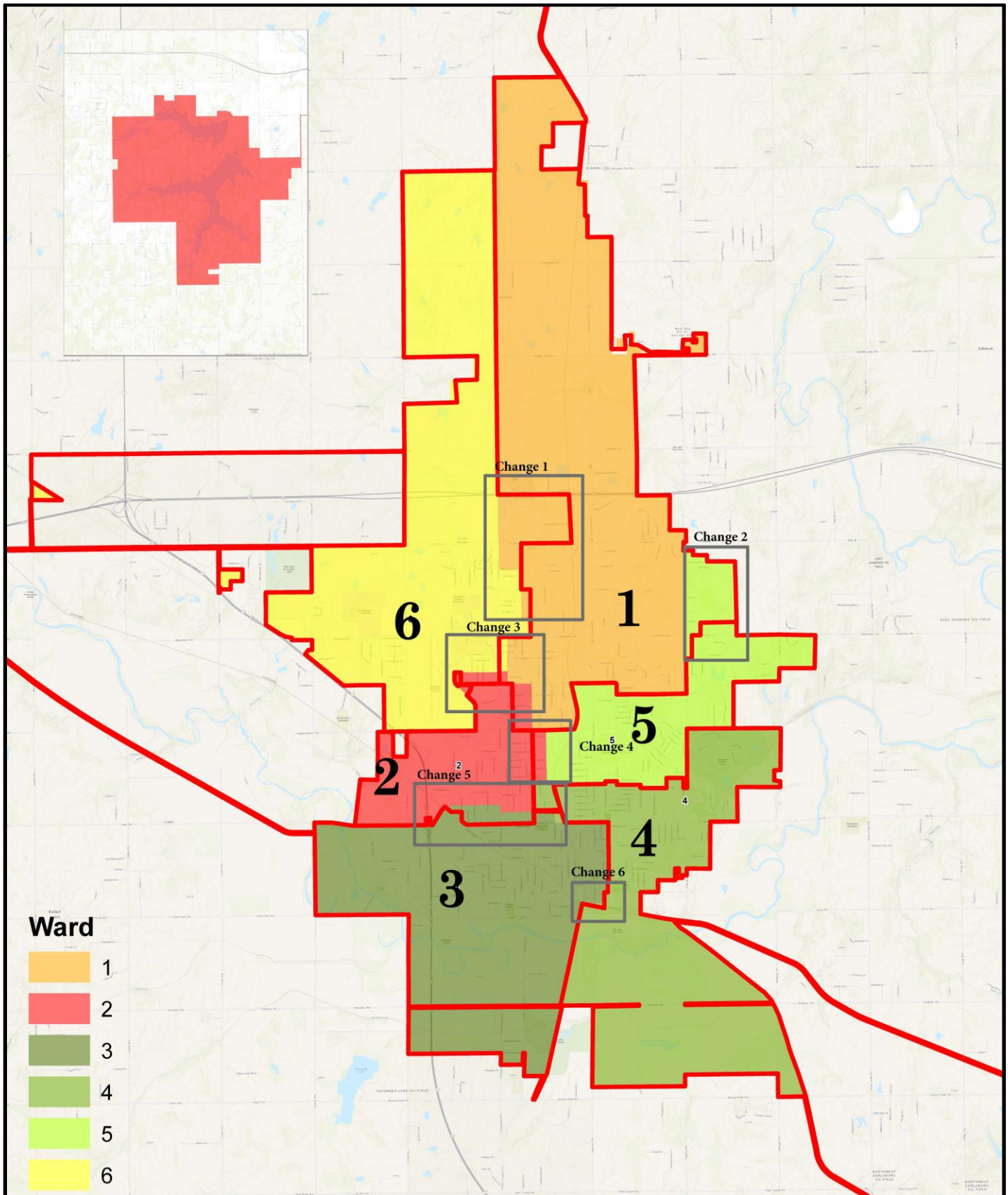
CONCLUSION

Staff respectfully requests City Commission Authorization to provide the required legal notice and prepare an Ordinance for consideration at the March 6 City Commission meeting.

EXHIBITS

- Overview of ward boundary proposed changes

EXHIBIT 1

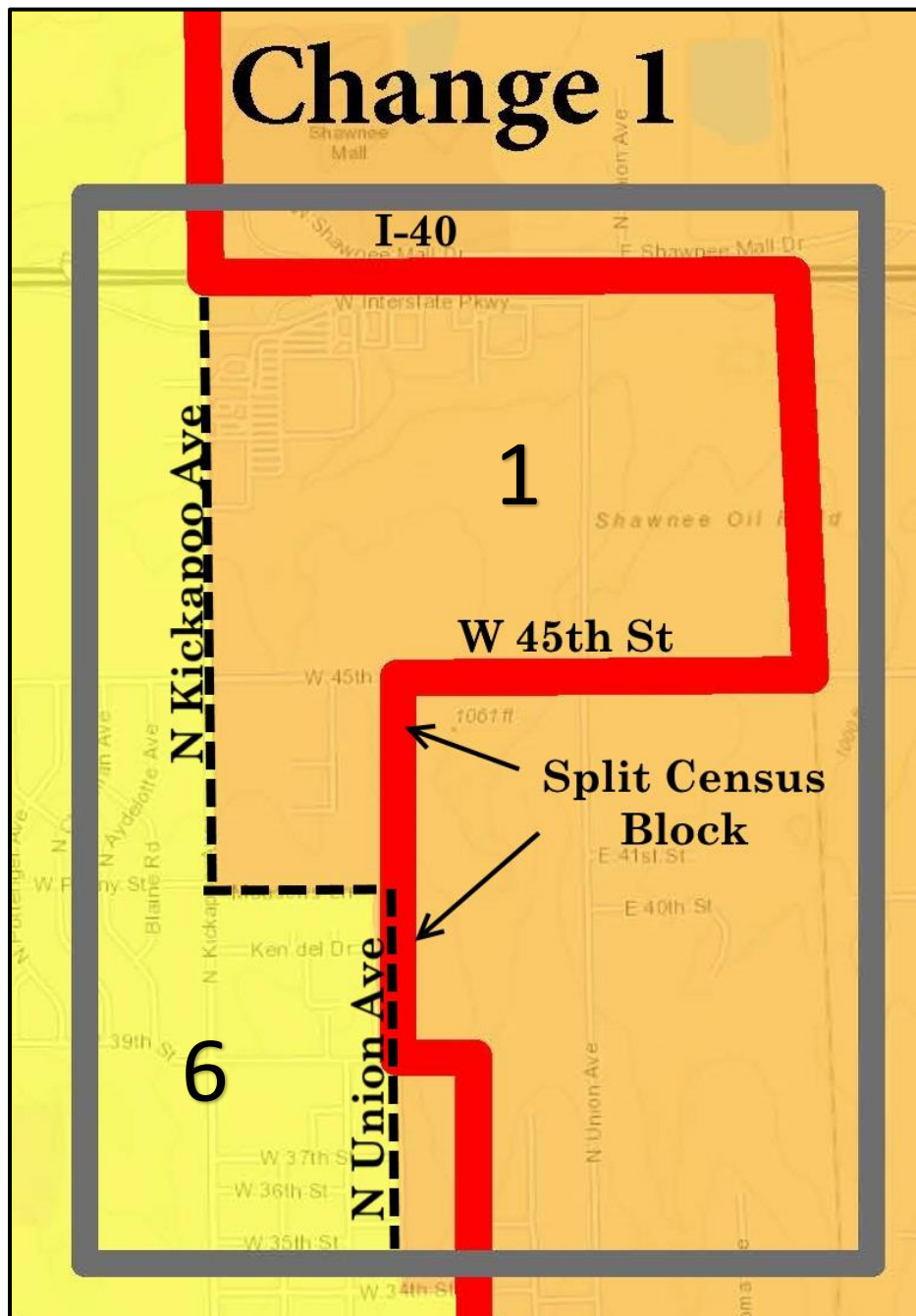


Overview of Ward boundaries and proposed modifications (red lines = current boundaries)

Proposed Change 1

This proposed change:

- Resolves a split census block between Ward 1 and Ward 6
- Lowers Ward 6 overall population count to better distribute population
- Cleans up the Ward 1 and Ward 6 boundary by utilizing N. Union and Bryan Street

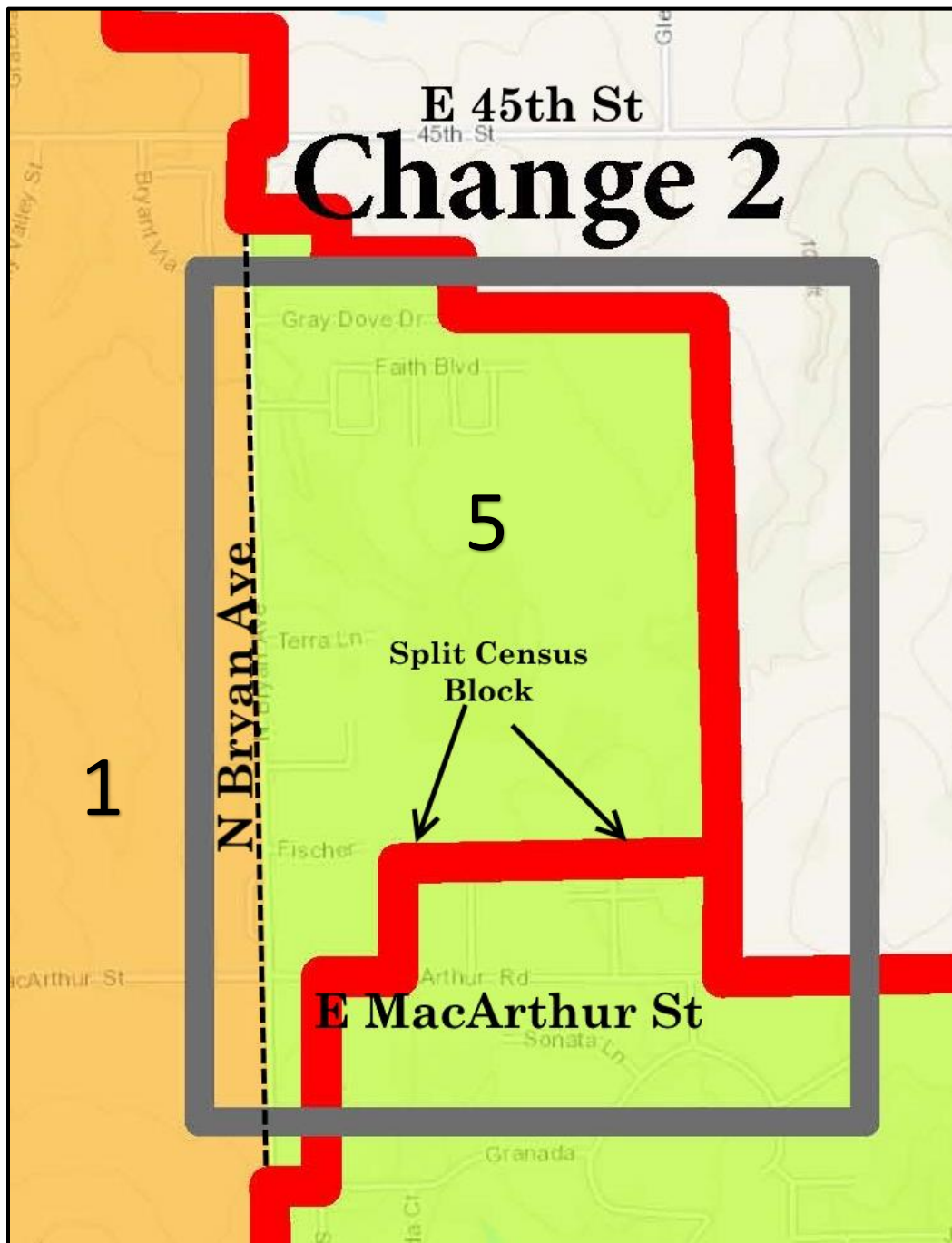


Note: The red line is the current boundary and the black dashed line is proposed.

Proposed Change 2

This proposed change:

- Resolves a split census block between Ward 1 and Ward 5
- Lowers Ward 1 and increases Ward 5 overall population to better distribute population
- Cleans up the Ward 1 and Ward 5 boundary by utilizing Bryan Street

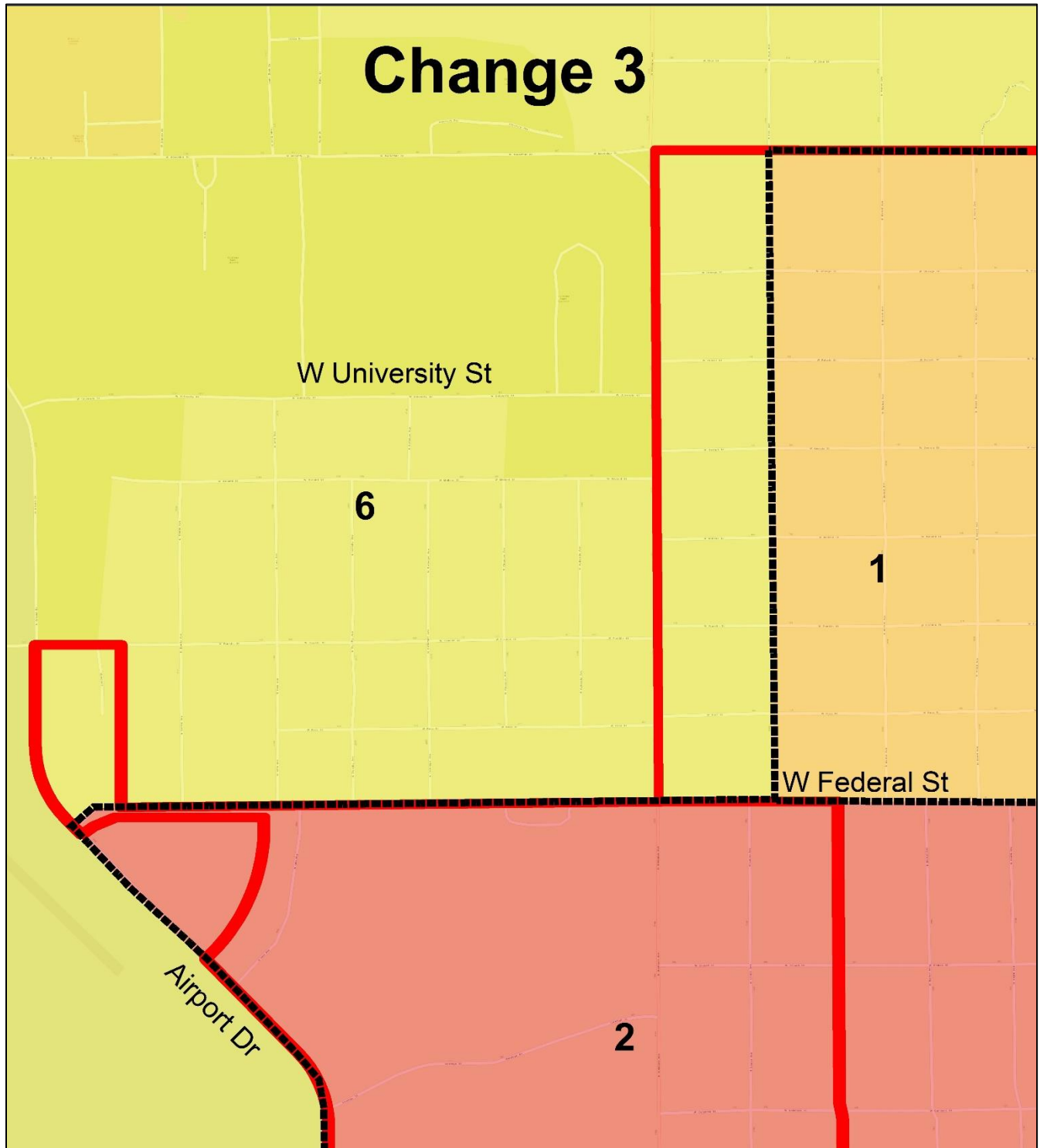


Note: The red line is the current boundary and the black dashed line is proposed.

Proposed Change 3

This proposed change:

- Resolves a split census block
- Increase Ward 6 population and decrease Ward 2 population
- Cleans up the Ward 2 and Ward 6 boundaries by using logical street boundaries

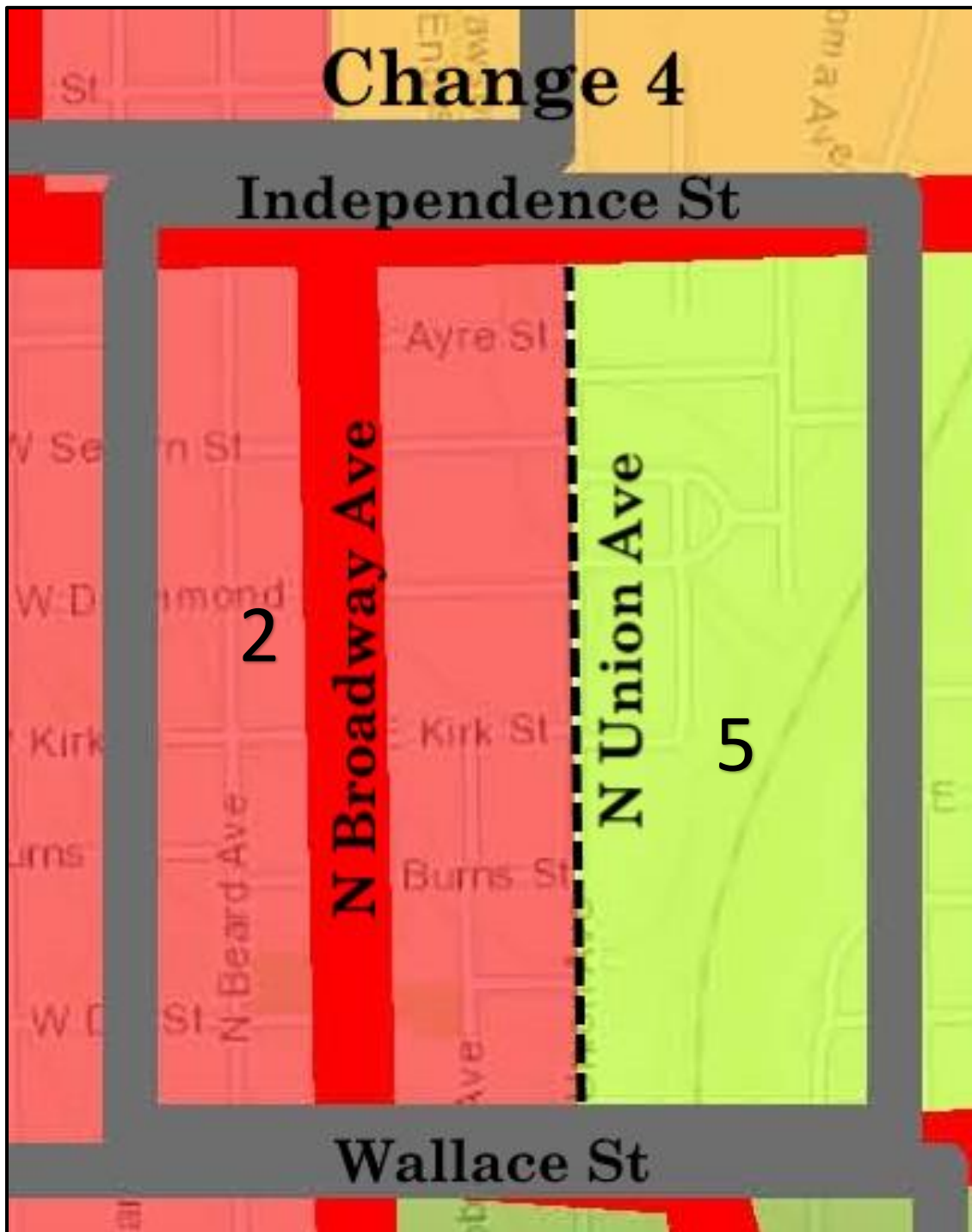


Note: The red line is the current boundary and the black dashed line is proposed.

Proposed Change 4

This proposed change:

- Adjusts boundaries to even out population by moving the boundary between Ward 2 and Ward 5 from Broadway to Union Street, which allows for increase in population allocated to Ward 2

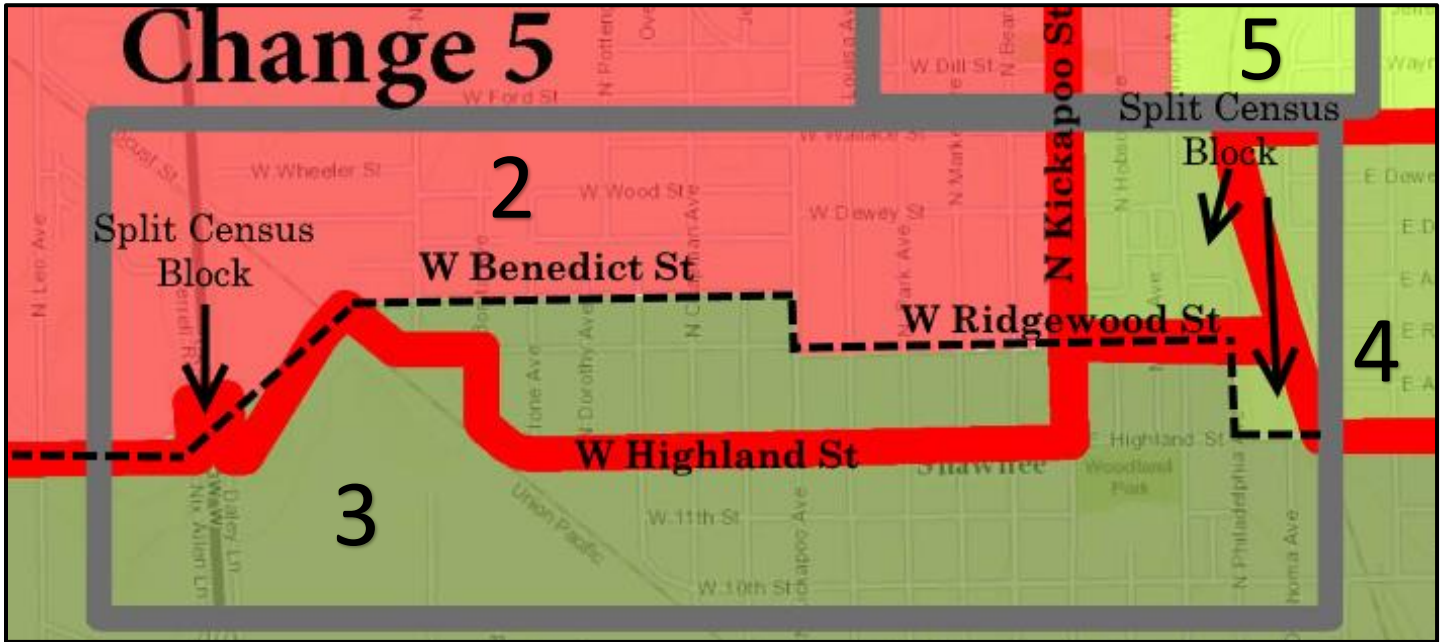


Note: The red line is the current boundary and the black dashed line is proposed.

Proposed Change 5

This proposed change:

- Resolves a split census block between Ward 4 and Ward 5
- Adjusts the boundaries between Ward 4 and Ward 5, allowing for reallocation of population to Ward 3 and Ward 4

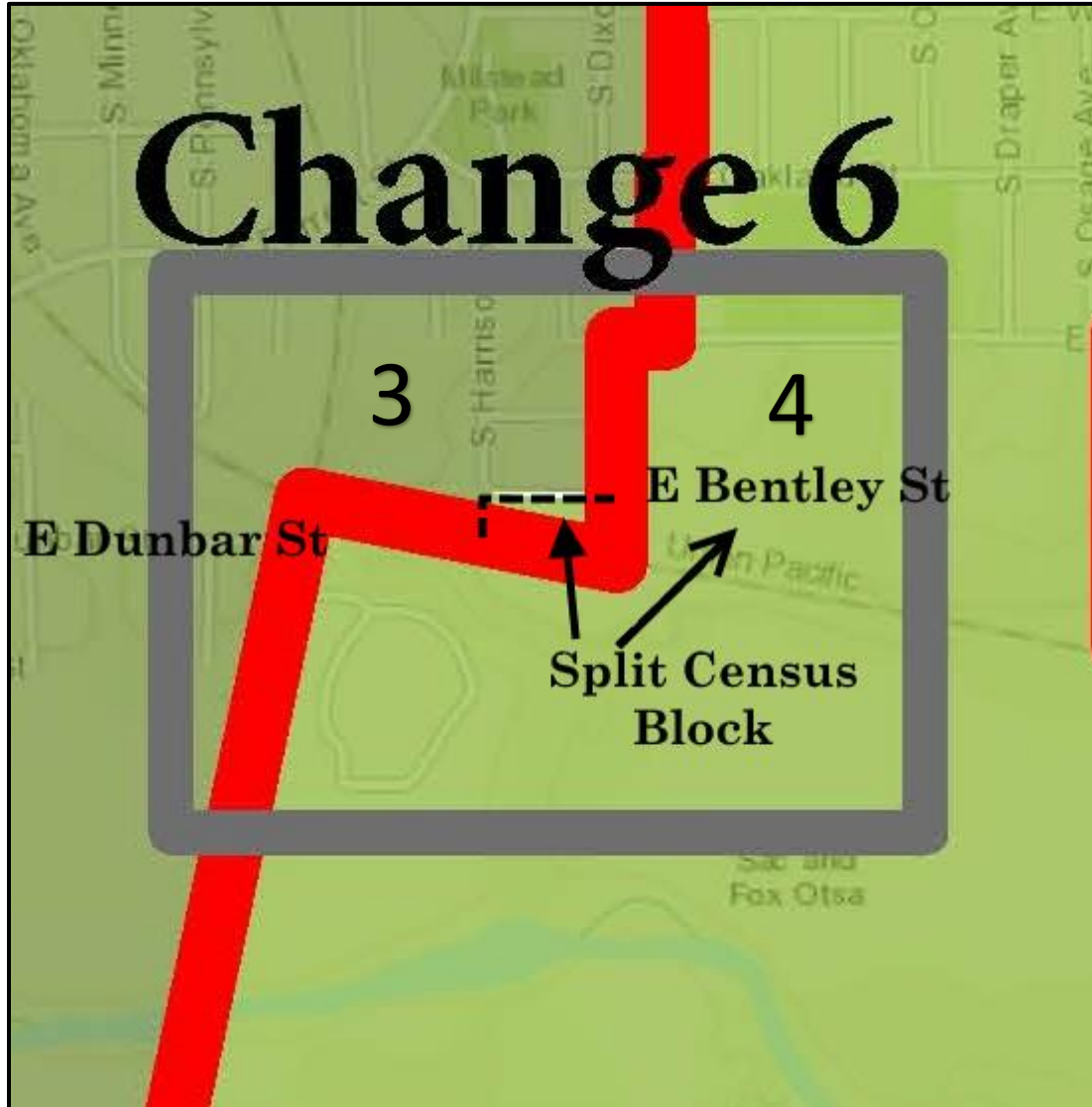


Note: The red line is the current boundary and the black dashed line is proposed.

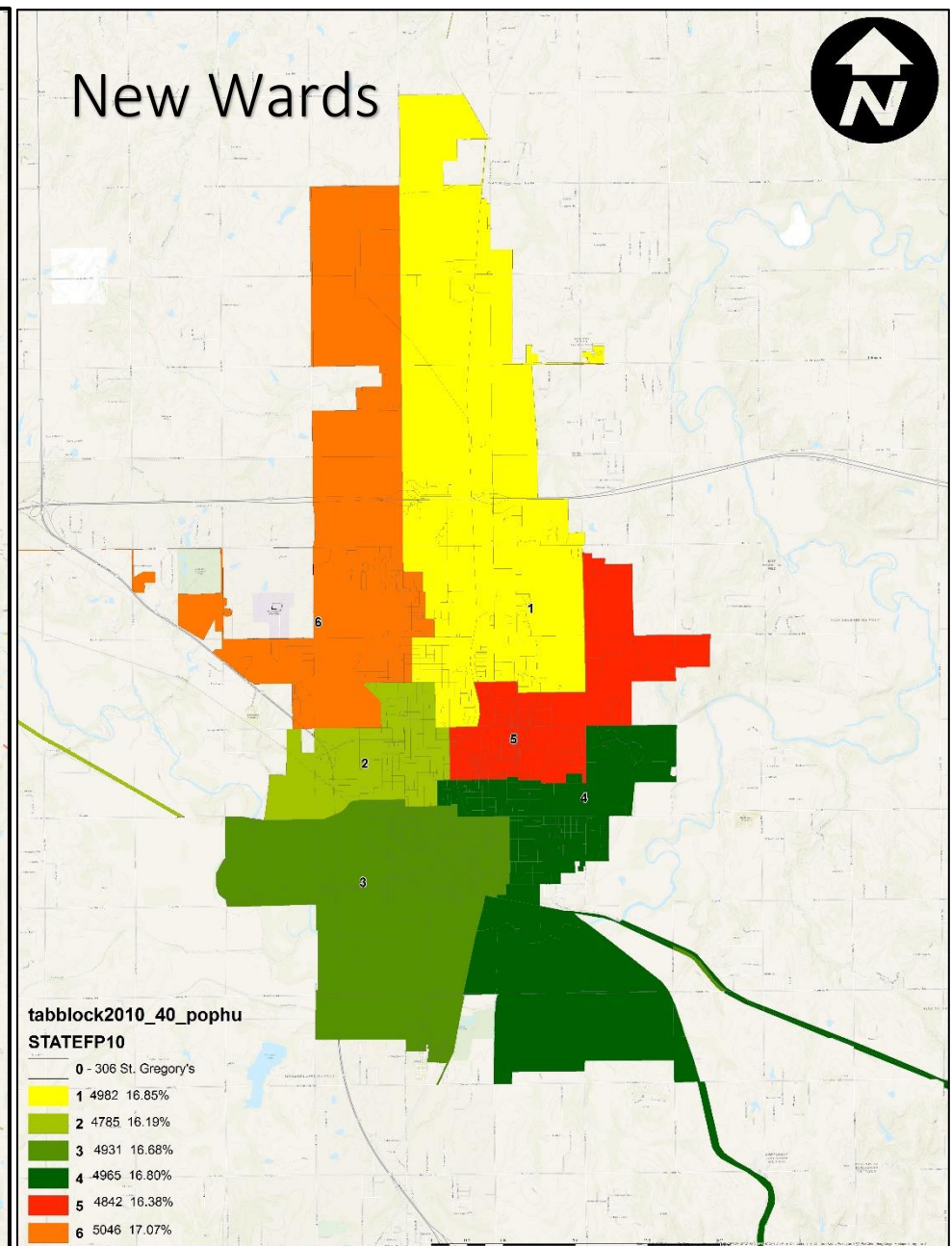
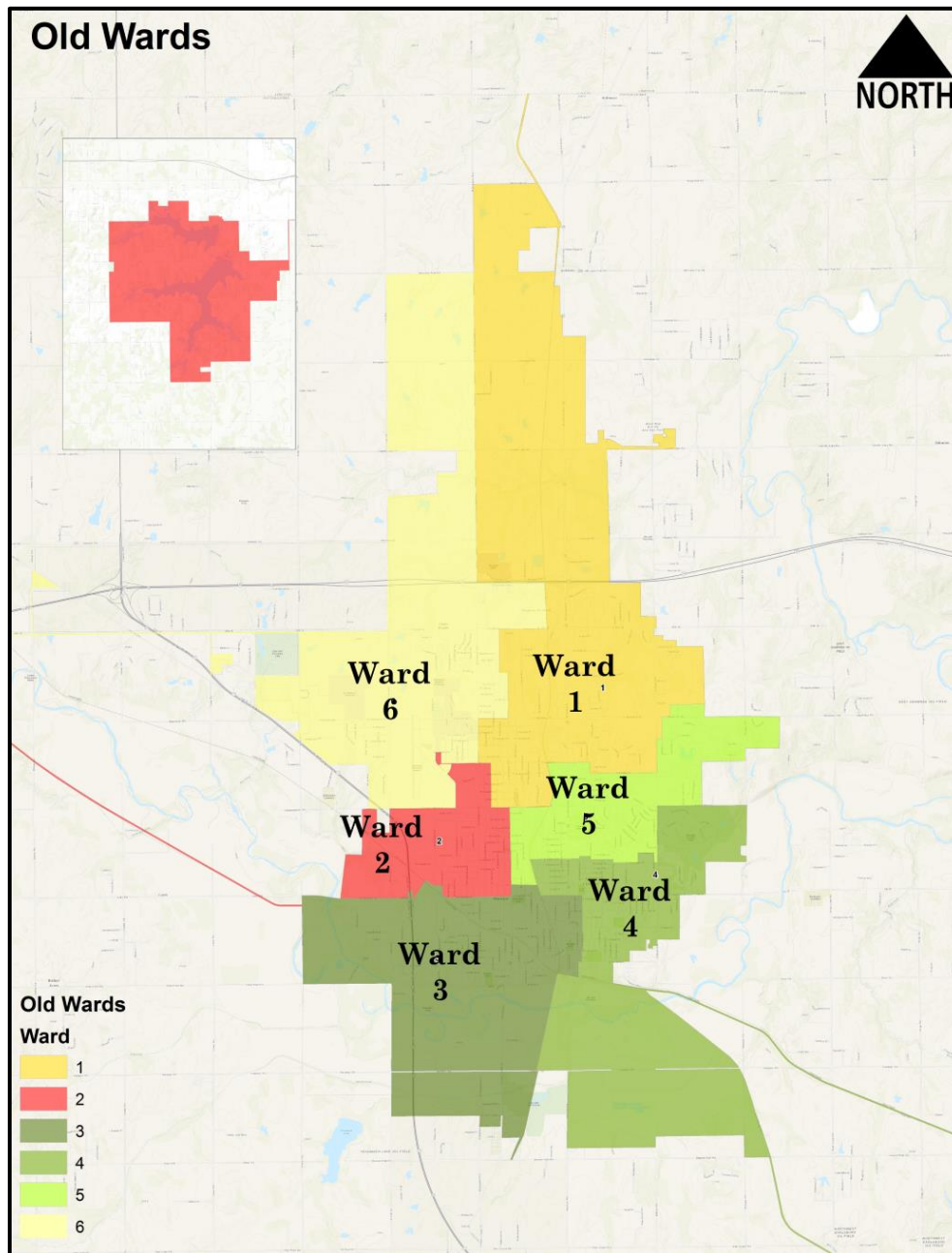
Proposed Change 6

This proposed change:

- Resolves a split census block between Ward 3 and Ward 4 and is a relatively simple change.



Note: The red line is the current boundary and the black dashed line is proposed.



Regular Board of Commissioners

4.

Meeting Date: 02/06/2017

Public Hrg for Proposed Ward Boundary Changes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance for proposed changes to City ward boundaries.
(*Deferred from January 17, 2017 City Commission meeting.*)

Attachments

Ward Changes Public Notice

PUBLIC NOTICE
PROPOSED WARD BOUNDARY CHANGES
CITY OF SHAWNEE

NOTICE IS HEREBY PROVIDED that the City of Shawnee is considering changes to its Ward boundaries to ensure that each Ward is substantially equal in population in accordance with 11 O.S. § 20-101. The current and proposed population of each Ward is as follows:

Current and Proposed Population Distribution by Ward

Ward Number	Current Population	Overall %	Proposed Population	Overall %
1	5,333	17.86%	4,982	16.69%
2	4,520	15.14%	5,109	17.11%
3	4,285	14.35%	4,931	16.52%
4	4,612	15.45%	4,965	16.63%
5	5,111	17.12%	4,842	16.22%
6	5,996	20.08%	5,028	16.84%
Total	29,857	--	29,857	--
Maximum Deviation	1,711	--	267	--

The Shawnee City Commission will consider an Ordinance to amend the Ward boundaries at their meeting on January 17, 2017 at 6:30 PM at Shawnee City Hall, Commission Chambers, 16 W. 9th, Shawnee, OK.

For more information or to view the proposed Ward boundaries please see www.shawneeok.org or please contact:

City of Shawnee
City Clerk
16 W. 9th
Shawnee, OK 74801
(405) 878-1609

Publish: Shawnee News-Star, December 11, 2016

Regular Board of Commissioners

5.

Meeting Date: 02/06/2017

Park Design Contract

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider authorizing staff to enter into a contract with CLS & Associates, LLC for Park Design Services.

Attachments

Park Design Memo

Park Design Contract

Park Design Notice

Park Design Plan Holders List



Office of the Director of Operations

Date: January 26, 2017
To: Mayor and City Commissioners
From: James Bryce, Director of Operations
RE: Park Design Services

Nature of the Request:

Request to enter into contract with CLS & Associates, LLC for our Park Planning and Design Phase.

Staff Analysis, Considerations:

On January 12th CLS met with staff and toured the parks considered for the new park designs. Staff laid out their thoughts and ideas about the areas and their hopes for what the areas could be and mean to the public. The proposal that CLS and staff has agreed upon is attached. It is broken up into two phases to accommodate the funding we had budgeted. Phase 1 would begin immediately and as other funding became available phase 2 could start. Funding for phase 2 could come from another project that had funding left over or could come the new fiscal year funding.

Recommendation:

It is Staff's recommendation to enter into contract with CLS & Associates, LLC.

Budget Consideration:

Project will be funded by the Capital Outlay account:

301 5-0940-5420 709 0940-03 Park Design \$30,000.00

CONTRACT AGREEMENT

THIS AGREEMENT, made this 6th day of February, 2017, by and between The City of Shawnee, Oklahoma, Hereinafter called "OWNER" and CLS & Associates, LLC, doing business as an individual, or a Partnership or a Corporation hereinafter called "CONTRACTOR":

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the following:

Park Design Services

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for completion of the project.
3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS upon **notice to proceed**.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of:

Phase 1 proposal:

Rotary Briscoe Boy Scout Park	\$12,000.00
Kidspace Park	\$ 6,000.00
Woodland Veterans/Celebration of Life	<u>\$10,660.00</u>
Total	\$28,660.00

Phase 2 proposal: (as funds become available)

Optimist Park	\$ 6,000.00
Dean Wiegant Park	<u>\$ 6,000.00</u>
Total	\$12,000.00

5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. Contract Agreement
 - B. Fee Proposal scope of work
 - C. Notice to Proceed
6. The OWNER may pay the CONTRACTOR in partial payments as work is performed up to 90% of the total cost of construction with the final 10% paid upon the acceptance of the completed project.

7. This agreement shall be binding upon all parties hereto and their heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in three (3) copies of which shall be deemed an original on the date first above written.
8. Any lawsuit, controversy, dispute or any other proceedings in respect of this Agreement shall be adjudicated by the District Court of Pottawatomie County in the State of Oklahoma. For such purposes, the parties to this Agreement hereby submit any consent to the jurisdiction of such court. If any legal action is filed in District Court, then the prevailing party shall be entitled to recover his attorney fees and costs incurred in the prosecution of his claim.

OWNER:

CITY OF SHAWNEE
A Municipal Corporation

(SEAL)

BY _____

ATTEST:

NAME Justin Erickson

Phyllis Loftis, CMC, City Clerk

TITLE City Manager

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2017.

Joseph Vorndran, Interim City Attorney

(SEAL)

CONTRACTOR:

ATTEST:

(name of firm)

BY:

BY:

(signature)

(signature)

NAME

NAME

(printed)

(printed)

TITLE _____

TITLE _____

(Secretary/Treasurer)

(President/Vice President)

ADDRESS



Request for Qualifications

The City of Shawnee is requesting Statements of Qualifications from Qualified Landscape Architect firms for Municipal Park planning & Design. Interested qualified design firms shall submit required material to the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma, by 4:00 p.m., Monday, October 3, 2016.

Instructions and bid documents are available to qualified bidders at the Fairview Cemetery Office, (405) 878-1529, located at 1400 north Center Street Shawnee, Oklahoma 74801 from 8:00 am to 4:00 pm Monday – Friday.

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

Park Design RFQ October 3, 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, October 3, 2016.

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



ATTEST:

Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, A Municipal Corporation

By *Justin Erickson*
Justin Erickson, City Manager

Plan Holders list

Park Planning and Design

Howard – Fairbairn Site Design, Inc.

3100 NW 149th

Oklahoma City, Ok 73134

Guernsey

5555 North Grand BLVD

Oklahoma City, OK 73112

LAUD Studio

2426 N. Classen BLVD

Oklahoma City, OK 73106

CLS and Associates

825 N. Broadway, Suite 315

Oklahoma City, OK 73102

Crafton Tull & Associates

214 E. Main St.

Oklahoma City, OK 73104

Attn: David Knowles, ASLA

E Plan

4115 S Providence Rd., Suite 105

Columbia, MO 65203

Phone: (573)447-7130

Attn: Sharon Picard

Shafer, Kline, and Warren, Inc.

11250 Corporate Avenue

Lenexa, KS 66219

Regular Board of Commissioners

6.

Meeting Date: 02/06/2017

Req FD 107 Aerial

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval to authorize staff to purchase a Pierce Ascendant 107' aerial firefighting apparatus including loose firefighting equipment from Conrad Fire Equipment at a cost of \$982,360.71.

Attachments

Req 107 Aerial Memo



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



ADMINISTRATION

Dru Tischer, Fire Chief
(405) 878-1556

Andy Starkey, Deputy Fire Chief
(405) 878-1538

Clarice Brock, Secretary
(405) 878-1671

DATE: February 6, 2017
TO: Mayor, Vice Mayor and City Commissioners
CC: Justin Erickson, City Manager; Cindy Arnold, Finance Director
FROM: Dru Tischer, Fire Chief
SUBJECT: Request Permission to Purchase Pierce Enforcer w/Ascendant 107' Aerial Firefighting Apparatus and PUC 1250gpm Pump

Staff is requesting permission to order a new fire apparatus from Conrad Fire Equipment (manufactured by Pierce Manufacturing) through the Houston/Galveston Area Council government purchasing contract at a total cost (including SCBA and loose equipment) of \$982,360.71. Specifically, the order will be for a Pierce Enforcer Apparatus w/ Ascendant 107' Aerial, PUC (Pierce Ultimate Configuration) 1250 gallon per minute pump and 500 gallon water tank (very similar to the one pictured below):



The purchase of this new apparatus will allow us to move our current Ladder 1 (2004 EONE HP75) to a back-up role at Fire Station 3 (306 E. MacArthur). This move will allow us to have an aerial device housed within 5 road miles (ISO standard) of the universities, I-40 area hotels and big box retail stores. Additionally, the 107ft aerial on the Pierce Ascendant increases our aerial capability by providing an additional 32ft of reach over our current Ladder 1 which has a 75ft aerial. Attached is a copy of the price quote for the apparatus from Conrad Fire Equipment in the amount of \$887,343.00 along with two price quotes for firefighting equipment for this apparatus. The first quote is from North American Fire Equipment for firefighting SCBA in the amount of \$35,417.46. The second quote is from Conrad Fire Equipment for loose firefighting equipment in the amount of \$59,600.25. Please note – we were able to

secure an extension on the February 1, 2017 deadline on the HGAC pricing listed on the quotation from Conrad Fire Equipment. They will honor the pricing listed on the quotation if we can make the order by February 7, 2016).

CONRAD FIRE EQUIPMENT, INC.

887 North Jan-Mar Court
Olathe, Kansas 66061
Phone – (913) 780-5521
Fax – (913) 780-5251

Chief Tischer,

Thank you for your interest in Pierce Fire trucks. I have some preliminary figures for both trucks.

- 1) Pierce Dash CF pumper this truck is designed from your previous Dash CF with the same loose goods \$657,102.00
- 2) Pierce Enforcer 107' ladder truck this truck is based off of what options we had discussed. There are no loose goods on this truck, hose ,tools, headsets ,etc. \$887,343.00

These prices are subject to change depending on adding or deleting options
HGAC pricing will be going up 3% on any orders after Feb. 1, 2017.

Thank you,

Steven Martin
405-620-1891
piercesales@cox.net
conradfire.com
m-mmatalworx.com
piercemfg.com

PERFORM. LIKE NO OTHER. SM

Quote Total	\$35,417.46
--------------------	--------------------

CONRAD FIRE EQUIPMENT, INC.

887 N. Jan-Mar Court Olathe, KS 66061
www.CONRADFIRE.com
(913) 780-5521
(800) 779-5521
(913) 780-5251 Fax

QUOTATION 125164

CUSTOMER NO.
6927

BILL TO:

SHAWNEE FIRE DEPT
16 W 9TH ST
SHAWNEE, OK 74801

SHIP TO:

Shawnee Fire Dept
16 W 9TH ST
Shawnee, OK 74801

PHONE: 405-878-1671
FAX: 405-878-1748

PAGE 1

DATE		SHIP VIA	F.O.B.	TERMS	
01/30/14		GROUND		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON	OUR QUOTE NUMBER	
PUMPER EQUIP		01/30/14	147 137	125164	
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	AMOUNT
ORDERED	SHIPPED				
1		R&B.RB-A600X-RD-A	MEDICS BAG W/TUFF BOTTOM EMPTY	234.54	234.54
1		PCI.99425000023	AED MEDTRONIC LIFE PAK 1000	2,726.36	2,726.36
1		SIM.434798	20# ABC DRY CHEM. EXTINGUISHER	105.46	105.46
1		SIM.430847	2.5 GAL WATER EXTINGUISHER	119.12	119.12
2		ZIA.CYBM-2123-70-11	7" STRAP W/ EXTRUSION	29.05	58.10
10		NAH.PF175X50YEN	1.75"X50' POLY-FLOW 800	115.29	1,152.90
2		NAH.PF175X12YEN	1.75" X 12' POLY-FLOW 800 YELL	49.73	99.46
2		ELB.02514767	STSM-20FGATLP	799.85	1,599.70
4		KOC.KS34	SET OF 4 STRZ X SPANNER W HOLD	67.51	270.04
4		KOC.K48-3	TRIPLE WRENCH SET	81.86	327.44
2		NUC.36104	4' Pike Pole, Heavy Duty Classic Round, D-grip	53.25	106.50
4		PRC-1776341	CLAMPS, QUICK FIST	3.15	12.60
2		WHM.PCP2AP1	PCP2ASF POLE/PED MT WHT W/SW	1,418.64	2,837.28
2		WHM.8728317	Tripod with Loose Coil Cord fo	783.15	1,566.30
2		WHM.87283001	BODY MOUNT BRACKET	103.50	207.00
2		HAR.CR16-14-16	HANNAY CORD REEL	249.55	499.10
300		AKB.123B300	12/3 Cord, 300V 2 - 150' SECTIONS	1.74	522.00
12		NAH.HF5X100YRS	HI-FLOW 400 5"STORZx100'YELLOW	566.38	6,796.56
1		NAH.HF5X50RRS	5" X 50' HI-FLOW RED	357.65	357.65
10		NAH.PF3X100WEN	3" X 100' POLY-FLOW 800 WHITE	349.03	3,490.30
5		NAH.PF25X50OEN	PF 800 2.5X50 ORANGE	152.38	761.90
1		ELB.01290305	STDSM-30FGATLP	948.27	948.27
1		FIH.K-12FDPKG	K-12 FD RESCUE PACK. PART. SAW SAW WITH CHROME GUARD,A CYCLONE ALKALINE BATTERY	1,569.75	1,569.75
Product Total		Discount	Freight	Taxable Amount	Tax
				Misc. Amt.	QUOTATION TOTAL

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FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.

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PAGE 2

DATE		SHIP VIA	F.O.B.	TERMS	
01/30/14		GROUND		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON	OUR QUOTE NUMBER	
PUMPER EQUIP		01/30/14	147 137	125164	
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	AMOUNT
ORDERED	SHIPPED				
		POWERED LIGHT ATTACHED. CHOICE OF A 14" X 30 TIP OR 12" X 24 TIP CARBIDE TIPPED BLADE, A LARGE "D" HANDLE FOR PULL STARTS AND A HEAVY DUTY ADJ SAW SLING. WE CANNOT GET THE PARTNER K1250 SAW.			
1	TEM.TV400-051	16" BAR/5.7HP/576HD-16-DG.404		1,897.49	1,897.49
1	TEM.TV455-013	STEEL SAW BOX KIT		520.25	520.25
2	CHM.C361P	AR-AFFF 3-6% 5 GALLON PAIL		82.57	165.14
1	ELB.08297512	8297-51		2,810.65	2,810.65
1	ELB.08297811	8297-MB PORT. BASE MOUNT. BRKT		232.25	232.25
1	MSA-10096886	FIRE TRUCK KIT 2 RECHARGEABLE LITHIUM-ION BATTERIES, UNIVERSAL TRUCK CHARGER, RETRACTABLE LANYARD, CARABINER, AND INSTRUCTION CD.		1,489.95	1,489.95
2	STR.45107	LITEBOX VEH MNT 8WS ORANGE		112.64	225.28
4	STR.90509	SURVIVOR LED W/DC FAST CHARGER		122.87	491.48
		WE CAN NOT GET THE KOEHLER RESPONDER LIGHTS			
2	FIC.UHW505	RADIO TRANSMIT UH,DECT7,HEAD		639.98	1,279.96
1	FIC-MR-XX	MOBILE RADIO INTERFACE CABLE PLEASE SPECIFY MAKE AND MODEL OF RADIO		156.98	156.98
Product Total		Discount	Freight	Taxable Amount	Tax
				Misc. Amt.	QUOTATION TOTAL

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PAGE 3

DATE		SHIP VIA		F.O.B.	TERMS	
01/30/14		GROUND			NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE		SALESPERSON		OUR QUOTE NUMBER
PUMPER EQUIP		01/30/14		147 137		125164
QUANTITY		ITEM NUMBER		DESCRIPTION	UNIT PRICE	AMOUNT
ORDERED	SHIPPED					
2		FIC.WB505R		WIRELESS BASE STATION	961.98	1,923.96
6		FIC.108-0678-00		HANGER HOOK,NFPA COMPL. YELLOW	8.02	48.12
1		FIC-5100D		DIG. INTERCOM (REPLACES 3010)	800.98	800.98
1		AMZ.B001B3KQPE		IGLOO 5 GAL. WATER COOLER	62.36	62.36
				MODEL MSIGLO5X		
1		AMZ.B0007ZYUAO		IGLOO 25042 TRUCK BRACKET RACK	90.34	90.34
1		VEN.20GX160		20" GX160 PPV FAN	2,181.73	2,181.73
1		VEN.TACH		TACHOMETER	128.42	128.42
1		VEN.WHEELS		SMALL SOLID RUBBER WHEELS	168.88	168.88
48		LAB,C001		CUSTOMER LABOR	106.50	5,112.00
				THIS IS FOR MOUNTING THE		
				FOLLWOING EQUIPMENT		
				1. DRY CHEM EXT.		
				2. WATER EXT.		
				3. STORZ WRENCHES - QTY 4		
				4. HYD & SPANNERS - QTY 4		
				5. NUPLA PIKE POLES - QTY 2		
				6. TRIPOD LIGHTS - QTY2		
				7. CORD REELS - QTY 2		
				8. MONITOR		
				9. TIC AND CHARGER		
				10. BOX LIGHTS - QTY 2		
				11. HAND LIGHTS - QTY 4		
				12. FIRECOM WIRELESS		
1		LAB, SUP		MISC. SHOP SUPPLIES	200.00	200.00
				WIRE, LOOM, ELECTRICAL		
				CONNECTORS, BUSSMAN FUSE		
Product Total		Discount		Freight	Taxable Amount	Tax
				Misc. Amt.	QUOTATION TOTAL	

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QUOTATION
125164

CUSTOMER NO.
6927

BILL TO:

SHAWNEE FIRE DEPT
16 W 9TH ST
SHAWNEE, OK 74801

SHIP TO:

Shawnee Fire Dept
16 W 9TH ST
Shawnee, OK 74801

PHONE: 405-878-1671
FAX: 405-878-1748

PAGE 4

DATE		SHIP VIA	F.O.B.	TERMS	
01/30/14		GROUND		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER
PUMPER EQUIP		01/30/14	147 137		125164
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
ORDERED	SHIPPED				
			BLOCKS, SCREWS, AND ETC.		
4		FIC.UHW503	UNDER-HELMET	623.88	2,495.52
1		FIC.WB505R	WIRELESS BASE STATION	961.98	961.98
1		VEN.20E1.5GFCI	20" 1.5HP ELECR TIC FAN	3,233.51	3,233.51
1		HOM.205406970	DEWALT 20V CUT-OFF TOOL KIT	355.35	355.35
			MODEL DCG412P2		
1		HOM.202922458	DEWALT COMBO 5-TOOL KIT	493.35	493.35
			MODEL DCK590L2		
180		TUP.1212	BLACK TILE	5.06	910.80
4		ZIA.UHH-1	UNIVERSAL HELMET HOLDER	39.71	158.84
1		KNX.2650	KEYSECURE 3B NO STROBE/NO WIFI	665.85	665.85
4		COM.NNTN7624C	MOTOROLA VEHICULAR CHARGER	419.35	1,677.40
60		TUP.AM	MALE EDGE, BLACK	3.16	189.60
4		LAB,C001	CUSTOMER LABOR	106.50	426.00
			INSTALL MOTOROLA VEHICULAR		
			CHARGER. TO BE MOUNTED IN CAB		
			WITH CONSTANT POWER. LOCATION		
			IN CAB TBD.		
3		LAB,C001	CUSTOMER LABOR	106.50	319.50
			INSTALL OF KNOX BOX - TO BE		
			MOUNTED IN CAB WITH CONSTANT		
			POWER. EXACT LOCATION TBD.		
12		LAB,C001	CUSTOMER LABOR	106.50	1,278.00
			INSTALL OF TURTLE TILES		
			W/MALE EDGING INTO SEVEN		
			COMPARTMENTS		
Product Total		Discount	Freight	Taxable Amount	Tax
				Misc. Amt.	QUOTATION TOTAL

"WE APPRECIATE YOUR BUSINESS"

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www.CONRADFIRE.com
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(800) 779-5521
(913) 780-5251 Fax

CUSTOMER NO.
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PAGE 5

DATE		SHIP VIA	F.O.B.	TERMS	
01/30/14		GROUND		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER
PUMPER EQUIP		01/30/14	147 137		125164
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
ORDERED	SHIPPED				
8		LAB, SUP	MISC. SHOP SUPPLIES SHOP SUPPLIES RELATED TO THE INSTALL OF THE MOTOROLA VEHICULAR CHARGER AND THE KNOX BOX.	10.00	80.00
Product Total		Discount	Freight	Taxable Amount	Tax
59,600.25		0.00		59,600.25	0.00
				Misc. Amt.	QUOTATION TOTAL
					59,600.25
"WE APPRECIATE YOUR BUSINESS"					
RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.					

Regular Board of Commissioners

7.

Meeting Date: 02/06/2017

Req FD Pumper

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval to authorize staff to purchase a Pierce PUC Pumper firefighting apparatus including loose firefighting equipment from Conrad Fire Equipment at a cost of \$657,102.00.

Attachments

Req Pumper Memo



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



ADMINISTRATION

Dru Tischer, Fire Chief
(405) 878-1556

Andy Starkey, Deputy Fire Chief
(405) 878-1538

Clarice Brock, Secretary
(405) 878-1671

DATE: February 6, 2017
TO: Mayor, Vice Mayor and City Commissioners
CC: Justin Erickson, City Manager; Cindy Arnold, Finance Director
FROM: Dru Tischer, Fire Chief
SUBJECT: Request Permission to Purchase Pierce DASH CF Pumper w/ PUC 1250gpm Pump
Firefighting Apparatus

Staff is requesting permission to order a new fire apparatus from Conrad Fire Equipment (manufactured by Pierce Manufacturing) through the Houston/Galveston Area Council government purchasing contract at a total cost (including loose equipment) of \$657,102.00. Specifically, the order will be for a Pierce Dash CF Pumper w/PUC (Pierce Ultimate Configuration) 1250 gallon per minute pump and 1,000 gallon water tank (like the one pictured below):



The purchase of this new apparatus will allow us to retire our current Engine 2 (1997 Pierce Pumper) from service within our department. Attached is a copy of the price quote for the apparatus from Conrad Fire Equipment in the amount of \$657,102.00 (this price includes an amount of \$59,600.25 for loose firefighting equipment for which a quote is attached). Please note – we were able to secure an extension on the February 1, 2017 deadline on the HGAC pricing listed on the quotation from Conrad Fire Equipment. They will honor the pricing listed on the quotation if we can make the order by February 7, 2016).

CONRAD FIRE EQUIPMENT, INC.

887 North Jan-Mar Court
Olathe, Kansas 66061
Phone – (913) 780-5521
Fax – (913) 780-5251

Chief Tischer,

Thank you for your interest in Pierce Fire trucks. I have some preliminary figures for both trucks.

- 1) Pierce Dash CF pumper this truck is designed from your previous Dash CF with the same loose goods \$657,102.00
- 2) Pierce Enforcer 107' ladder truck this truck is based off of what options we had discussed. There are no loose goods on this truck, hose ,tools, headsets ,etc. \$887,343.00

These prices are subject to change depending on adding or deleting options
HGAC pricing will be going up 3% on any orders after Feb. 1, 2017.

Thank you,

Steven Martin
405-620-1891
piercesales@cox.net
conradfire.com
m-metalworx.com
piercemfg.com

PERFORM. LIKE NO OTHER. SM

CONRAD FIRE EQUIPMENT, INC.

887 N. Jan-Mar Court Olathe, KS 66061
www.CONRADFIRE.com
(913) 780-5521
(800) 779-5521
(913) 780-5251 Fax

QUOTATION 125164

CUSTOMER NO.
6927

BILL TO:

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SHIP TO:

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Shawnee, OK 74801

PHONE: 405-878-1671
FAX: 405-878-1748

PAGE 1

DATE		SHIP VIA	F.O.B.	TERMS	
01/30/14		GROUND		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON	OUR QUOTE NUMBER	
PUMPER EQUIP		01/30/14	147 137	125164	
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	AMOUNT
ORDERED	SHIPPED				
1		R&B.RB-A600X-RD-A	MEDICS BAG W/TUFF BOTTOM EMPTY	234.54	234.54
1		PCI.99425000023	AED MEDTRONIC LIFE PAK 1000	2,726.36	2,726.36
1		SIM.434798	20# ABC DRY CHEM. EXTINGUISHER	105.46	105.46
1		SIM.430847	2.5 GAL WATER EXTINGUISHER	119.12	119.12
2		ZIA.CYBM-2123-70-11	7" STRAP W/ EXTRUSION	29.05	58.10
10		NAH.PF175X50YEN	1.75"X50' POLY-FLOW 800	115.29	1,152.90
2		NAH.PF175X12YEN	1.75" X 12' POLY-FLOW 800 YELL	49.73	99.46
2		ELB.02514767	STSM-20FGATLP	799.85	1,599.70
4		KOC.KS34	SET OF 4 STRZ X SPANNER W HOLD	67.51	270.04
4		KOC.K48-3	TRIPLE WRENCH SET	81.86	327.44
2		NUC.36104	4' Pike Pole, Heavy Duty Classic Round, D-grip	53.25	106.50
4		PRC-1776341	CLAMPS, QUICK FIST	3.15	12.60
2		WHM.PCP2AP1	PCP2ASF POLE/PED MT WHT W/SW	1,418.64	2,837.28
2		WHM.8728317	Tripod with Loose Coil Cord fo	783.15	1,566.30
2		WHM.87283001	BODY MOUNT BRACKET	103.50	207.00
2		HAR.CR16-14-16	HANNAY CORD REEL	249.55	499.10
300		AKB.123B300	12/3 Cord, 300V 2 - 150' SECTIONS	1.74	522.00
12		NAH.HF5X100YRS	HI-FLOW 400 5"STORZx100'YELLOW	566.38	6,796.56
1		NAH.HF5X50RRS	5" X 50' HI-FLOW RED	357.65	357.65
10		NAH.PF3X100WEN	3" X 100' POLY-FLOW 800 WHITE	349.03	3,490.30
5		NAH.PF25X50OEN	PF 800 2.5X50 ORANGE	152.38	761.90
1		ELB.01290305	STDSM-30FGATLP	948.27	948.27
1		FIH.K-12FDPKG	K-12 FD RESCUE PACK. PART. SAW SAW WITH CHROME GUARD,A CYCLONE ALKALINE BATTERY	1,569.75	1,569.75
Product Total		Discount	Freight	Taxable Amount	Tax
				Misc. Amt.	QUOTATION TOTAL

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QUOTATION
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PAGE 2

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01/30/14		GROUND		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON	OUR QUOTE NUMBER	
PUMPER EQUIP		01/30/14	147 137	125164	
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	AMOUNT
ORDERED	SHIPPED				
		POWERED LIGHT ATTACHED. CHOICE OF A 14" X 30 TIP OR 12" X 24 TIP CARBIDE TIPPED BLADE, A LARGE "D" HANDLE FOR PULL STARTS AND A HEAVY DUTY ADJ SAW SLING. WE CANNOT GET THE PARTNER K1250 SAW.			
1	TEM.TV400-051	16" BAR/5.7HP/576HD-16-DG.404		1,897.49	1,897.49
1	TEM.TV455-013	STEEL SAW BOX KIT		520.25	520.25
2	CHM.C361P	AR-AFFF 3-6% 5 GALLON PAIL		82.57	165.14
1	ELB.08297512	8297-51		2,810.65	2,810.65
1	ELB.08297811	8297-MB PORT. BASE MOUNT. BRKT		232.25	232.25
1	MSA-10096886	FIRE TRUCK KIT 2 RECHARGEABLE LITHIUM-ION BATTERIES, UNIVERSAL TRUCK CHARGER, RETRACTABLE LANYARD, CARABINER, AND INSTRUCTION CD.		1,489.95	1,489.95
2	STR.45107	LITEBOX VEH MNT 8WS ORANGE		112.64	225.28
4	STR.90509	SURVIVOR LED W/DC FAST CHARGER		122.87	491.48
		WE CAN NOT GET THE KOEHLER RESPONDER LIGHTS			
2	FIC.UHW505	RADIO TRANSMIT UH,DECT7,HEAD		639.98	1,279.96
1	FIC-MR-XX	MOBILE RADIO INTERFACE CABLE PLEASE SPECIFY MAKE AND MODEL OF RADIO		156.98	156.98
Product Total		Discount	Freight	Taxable Amount	Tax
				Misc. Amt.	QUOTATION TOTAL

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PAGE 3

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PUMPER EQUIP		01/30/14		147 137		125164
QUANTITY		ITEM NUMBER		DESCRIPTION	UNIT PRICE	AMOUNT
ORDERED	SHIPPED					
2		FIC.WB505R		WIRELESS BASE STATION	961.98	1,923.96
6		FIC.108-0678-00		HANGER HOOK,NFPA COMPL. YELLOW	8.02	48.12
1		FIC-5100D		DIG. INTERCOM (REPLACES 3010)	800.98	800.98
1		AMZ.B001B3KQPE		IGLOO 5 GAL. WATER COOLER	62.36	62.36
				MODEL MSIGLO5X		
1		AMZ.B0007ZYUAO		IGLOO 25042 TRUCK BRACKET RACK	90.34	90.34
1		VEN.20GX160		20" GX160 PPV FAN	2,181.73	2,181.73
1		VEN.TACH		TACHOMETER	128.42	128.42
1		VEN.WHEELS		SMALL SOLID RUBBER WHEELS	168.88	168.88
48		LAB,C001		CUSTOMER LABOR	106.50	5,112.00
				THIS IS FOR MOUNTING THE		
				FOLLWOING EQUIPMENT		
				1. DRY CHEM EXT.		
				2. WATER EXT.		
				3. STORZ WRENCHES - QTY 4		
				4. HYD & SPANNERS - QTY 4		
				5. NUPLA PIKE POLES - QTY 2		
				6. TRIPOD LIGHTS - QTY2		
				7. CORD REELS - QTY 2		
				8. MONITOR		
				9. TIC AND CHARGER		
				10. BOX LIGHTS - QTY 2		
				11. HAND LIGHTS - QTY 4		
				12. FIRECOM WIRELESS		
1		LAB, SUP		MISC. SHOP SUPPLIES	200.00	200.00
				WIRE, LOOM, ELECTRICAL		
				CONNECTORS, BUSSMAN FUSE		
Product Total		Discount	Freight	Taxable Amount	Tax	Misc. Amt.
						QUOTATION TOTAL

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PUMPER EQUIP		01/30/14	147 137	125164	
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	AMOUNT
ORDERED	SHIPPED				
		BLOCKS, SCREWS, AND ETC.			
4	FIC.UHW503	UNDER-HELMET		623.88	2,495.52
1	FIC.WB505R	WIRELESS BASE STATION		961.98	961.98
1	VEN.20E1.5GFCI	20" 1.5HP ELECR TIC FAN		3,233.51	3,233.51
1	HOM.205406970	DEWALT 20V CUT-OFF TOOL KIT MODEL DCG412P2		355.35	355.35
1	HOM.202922458	DEWALT COMBO 5-TOOL KIT MODEL DCK590L2		493.35	493.35
180	TUP.1212	BLACK TILE		5.06	910.80
4	ZIA.UHH-1	UNIVERSAL HELMET HOLDER		39.71	158.84
1	KNX.2650	KEYSECURE 3B NO STROBE/NO WIFI		665.85	665.85
4	COM.NNTN7624C	MOTOROLA VEHICULAR CHARGER		419.35	1,677.40
60	TUP.AM	MALE EDGE, BLACK		3.16	189.60
4	LAB,C001	CUSTOMER LABOR		106.50	426.00
		INSTALL MOTOROLA VEHICULAR CHARGER. TO BE MOUNTED IN CAB WITH CONSTANT POWER. LOCATION IN CAB TBD.			
3	LAB,C001	CUSTOMER LABOR		106.50	319.50
		INSTALL OF KNOX BOX - TO BE MOUNTED IN CAB WITH CONSTANT POWER. EXACT LOCATION TBD.			
12	LAB,C001	CUSTOMER LABOR		106.50	1,278.00
		INSTALL OF TURTLE TILES W/MALE EDGING INTO SEVEN COMPARTMENTS			
Product Total		Discount	Freight	Taxable Amount	Tax
				Misc. Amt.	QUOTATION TOTAL

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PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER
PUMPER EQUIP		01/30/14	147 137		125164
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
ORDERED	SHIPPED				
8		LAB, SUP	MISC. SHOP SUPPLIES SHOP SUPPLIES RELATED TO THE INSTALL OF THE MOTOROLA VEHICULAR CHARGER AND THE KNOX BOX.	10.00	80.00
Product Total		Discount	Freight	Taxable Amount	Tax
59,600.25		0.00		59,600.25	0.00
				Misc. Amt.	QUOTATION TOTAL
					59,600.25
"WE APPRECIATE YOUR BUSINESS"					
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Regular Board of Commissioners

8.

Meeting Date: 02/06/2017

Surplus PD Vehicle Scrap

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution to declare a certain Shawnee Police Department vehicle surplus property and authorize the sale of said item for scrap.

Attachments

Surplus Vehicle Scrap Memo

Surplus Vehicle Scrap Reso



Shawnee Police Department

Chief Mason Wilson

16 W 9th
Shawnee, Oklahoma 74801
Office (405) 878-1680 or 1681 *Fax (405) 878-1520
E-Mail: mwilson@shawneeok.org



FROM : Mason Wilson
Chief of Police

TO : Mayor and Commissioners

CC : Justin Erickson, City Manager

SUBJECT : Request to Surplus Vehicles

DATE : January 19, 2017

Request to have the following police unit declared as surplus:

2003 Ford Crown Victoria

City ID #: 3349

VIN#: 2FAHP71W13X152097

Mileage: 175,902

This vehicle would be sold for scrap. The vehicle has serious electrical issues and would not be safe for smaller agencies.

RESOLUTION NO. _____

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

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

That the item of personal property is described as:

2003 Ford Crown Victoria
COS Unit No. 3349
VIN 2FAHP71W13X152097

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

PASSED AND APPROVED this _____ day of _____, 2017.

RICHARD FINLEY, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

9.

Meeting Date: 02/06/2017

PD Surplus Vehicle OBU

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution to surplus a certain Shawnee Police Department vehicle and donate to the Oklahoma Baptist University Police Department.

Attachments

Surplus Vehicle OBU Memo

Surplus Vehicle OBU Reso



Shawnee Police Department

Chief Mason Wilson

16 W 9th
Shawnee, Oklahoma 74801
Office (405) 878-1680 or 1681 *Fax (405) 878-1520
E-Mail: mwilson@shawneeok.org



FROM : Mason Wilson
Chief of Police

TO : Mayor and Commissioners
CC : Justin Erickson, City Manager

SUBJECT : Request to Surplus Vehicles

DATE : January 19, 2017

Request to have the following police unit declared as surplus:

2004 Chevy Impala

City ID #: 3238

VIN#: 2G1WF55K149190234

Mileage: 119,000

This vehicle would be given to OBU Police Department.

RESOLUTION NO. _____

A RESOLUTION DECLARING A CERTAIN ITEM OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEM; AND AUTHORIZING THE DONATION OF SAID ITEM TO THE OKLAHOMA BAPTIST UNIVERSITY POLICE DEPARTMENT.

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

That the item of personal property is described as:

2004 Chevy Impala
COS Unit No. 3238
VIN 2G1WF55K149190234

Said property is hereby declared a City owned item which is surplus and no longer needed for City purposes; that the City of Shawnee is authorized to donate the item to the Oklahoma Baptist University Police Department.

PASSED AND APPROVED this _____ day of _____, 2017.

RICHARD FINLEY, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

10.

Meeting Date: 02/06/2017

PD Surplus Vehicle Asher

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution to surplus a certain Shawnee Police Department vehicle and donate to the Asher Police Department.

Attachments

Surplus Asher Memo

Surplus Asher Reso



Shawnee Police Department

Chief Mason Wilson

16 W 9th
Shawnee, Oklahoma 74801
Office (405) 878-1680 or 1681 *Fax (405) 878-1520
E-Mail: mwilson@shawneeok.org



FROM : Mason Wilson
Chief of Police

TO : Mayor and Commissioners

CC : Justin Erickson, City Manager

SUBJECT : Request to Surplus Vehicles

DATE : January 19, 2017

Request to have the following police unit declared as surplus:

2005 Ford Crown Victoria

City ID #: 3291

VIN#: 2FAFP71W15X123399

Mileage: 182,000

This vehicle would be given to Asher Police Department. They are in desperate need of a second vehicle.

RESOLUTION NO. _____

A RESOLUTION DECLARING A CERTAIN ITEM OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEM; AND AUTHORIZING THE DONATION OF SAID ITEM TO THE ASHER POLICE DEPARTMENT.

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

That the item of personal property is described as:

2005 Ford Crown Vicroria
COS Unit No. 3291
VIN 2FAFP71W15X123399

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

PASSED AND APPROVED this _____ day of _____, 2017.

RICHARD FINLEY, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners**11. a.**

Meeting Date: 02/06/2017

Bids Library Heat Pump Award

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Library Heat Pump Loop and Cooling Tower Project (Award)

Attachments

Award Library Heat Pump Memo

Award Library Heat Pump Bid Tab

Award Library Heat Pump Notice

Award Library Heat Pump Adver List

Award Library Heat Pump Plan Holders List



Office of the Director of Operations

Date: January 30, 2017
To: Mayor and Commissioners
From: James Bryce, Director of Operations
RE: Library Heat Pump Loop and Cooling Tower Project

Nature of the Request:

Award of the Library Heat Pump Loop and Cooling Tower Project to Lambert Mechanical In. Coalgate, Oklahoma.

Staff Analysis, Considerations:

Staff has reviewed the bid documents and discussed the project with Lambert Mechanical to insure that all aspects of the bid were taken into consideration. The Architect/Engineer has worked with Lambert Mechanical and have been pleased with their work. Lambert Mechanical installed the original loop and equipment when the Library was built. Staff will meet with the contractor in a pre-construction meeting to go over main line replacement criteria and look at examples that are in place now.

Recommendation:

It is Staff's recommendation to award the Library Heat Pump Loop and Cooling Tower Project to Lambert Mechanical in the amount of \$53,500.00 and the main line replacement as needed for \$20.00/ft. for 3" and \$18.00 /ft. for 2".

Budget Consideration:

Project is funded out of the Capital Outlay budget.

Project #301-5-1110-5420 1110-01

Engineers estimate is \$93,555.00 which includes a contingency of 10%

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., Tuesday, January 17, 2017 for:

Library Heat Pump loop and Cooling Tower Project

Instructions and bid documents are available to qualified bidders at:

Don's Copiers Plus
1502 N. Beard
Shawnee, Oklahoma 74804
Phone 405-273-7755

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

Instructions and Bid Documents can be viewed at:

The Shawnee Community Center Office, 804 S. Park Street Shawnee, Oklahoma 74801
8:00 am to 4:00 pm Monday – Friday.

A pre bid meeting will be held on January 4, 2017 at 1:30 pm CST at the Shawnee Library located at 101 N. Philadelphia Street Shawnee, OK 74801. Pre bid is not mandatory but is encouraged.

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 – Library Heat Pump loop and Cooling Tower Project January 17, 2017

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., Tuesday January 17, 2017.

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

CITY OF SHAWNEE, A Municipal Corporation

By: _____

Justin Erickson
Justin Erickson, City Manager



Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

Library HVAC Project

Advertisement list:

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

AC Solutions of Shawnee
620 W. Ayers St.
Shawnee, Oklahoma 74801
(405) 481-7706

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

Sunbelt Heating and Air Conditioning
2020 E. MacArthur
Shawnee, Oklahoma 74804
(405) 273-5772

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

Danran Mechanical Inc.
17510 Bethel Rd.
Shawnee, Oklahoma 74801
(405) 273-3992

B. P. Walker Heating & Air Conditioning, L.L.C.
1530 N Harrison St,
Shawnee, Oklahoma 74804
(405) 275-1122

Acock Climate Control LLC
700 E Gregory Ln, Shawnee, OK – 74804.
(405) 641-9204

Federal Mechanical
1900 NE 36th St
Oklahoma City, OK 73111

Don's Copiers Plus
1502 N. Beard
Shawnee, Oklahoma 74804
Phone 405-273-7755

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

Southwest Construction News & Services
3616 Northwest 58th
Oklahoma City, Ok 73112
(405) 948-7474
mark310@swcnews.com

Shawnee News Star

Plan Holders List

Library Cooling Loop and Cooling Tower Project

Don's Copiers Plus
1502 N. Beard
Shawnee, Oklahoma 74804
Phone 405-273-7755

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

Cooley Construction

Air Energy

Hambrick Ferguson

Johnson Controls

Hardesty Team

Patco Electrical Services

American Air

Harrison Orr A/C

Waggoners Mechanical Services

Regular Board of Commissioners**11. b.**

Meeting Date: 02/06/2017

Bids Wayfinding Open

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Wayfinding Signage Project, Contract No. COS-PW-16-01 (Open)

Attachments

Wayfinding Notice

Wayfinding Mailing List

Wayfinding Plan Holders List

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, February 6, 2017**, for:

BID: CONTRACT NO. COS-PW-16-01 WAYFINDING SIGNAGE 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, January 18th, at 10:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.**

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

BID: CONTRACT NO. COS-PW-16-01 WAYFINDING SIGNAGE PROJECT February 6, 2016

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

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

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, February 6, 2017**. 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

for
Phyllis Loftis, CMC, City Clerk

Project Mailing list
COS-PW-16-01
WAYFINDING SIGNAGE PROJECT

**J&B Graphics
1811 NW 1st St
Oklahoma City, OK 73106**

**Sign Factory
136 W. MacArthur
Shawnee, OK 74804**

**AMAX Sign Company
9504 E. 55th Place
Tulsa, OK 74145**

**G&S Sign Services
1019 E. Grand Blvd.
Oklahoma City, OK
73129**

**Randy's Signs
34205 Waco Rd.
Shawnee, OK 74801**

**MetroSign Corporation
401 N. Ann Arbor Ave.
Oklahoma City, OK 73127**

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-16-01
WAYFINDING SIGNAGE PROJECT

Plan Holders highlighted have confirmed receipt of Addendum #1

Business Name: GEOGRAPH INDUSTRIES
Contact: MATT PANZECA
Address: 475 INDUSTRIAL DR.
HARRISON, OHIO 45030
Telephone: 513-202-9200
Fax: 513-202-9299
Cell: _____
E-Mail: SALES@GEOGRAPH-IND.COM
Paid for & Picked Up Specs: CREDITCARD VIA PHONE 1/5/17

Business Name: BOYCE INDUSTRIES INC.
Contact: ROBERT ROWLAND
Address: 3160 W. KEARNEY ST.
SPRINGFIELD, MISSOURI 65803
Telephone: 417-862-1778 EXT. 111
Fax: 417-865-9237
Cell: _____
E-Mail: RROWLAND@SIGNLINK.COM
Paid for & Picked Up Specs: CREDIT CARD VIA PHONE 1/6/17

Business Name: RANDY'S SIGNS INC.
Contact: RANDY PENIX
Address: 34305 WACO ROAD
SHAWNEE, OK 74801
Telephone: 405-273-2564
Fax: 405-273-0672
Cell: 405-788-9213
E-Mail: RANDY@RANDYSSIGNS.COM
Paid for & Picked Up Specs: 1/6/17 CHECK #13325

Business Name: A-MAX SIGN
Contact: BRUCE ANDERSON
Address: 9520 e. 55TH PL.
TULSA, OK 74145-8108
Telephone: 918-622-0651
Fax:
Cell:
E-Mail: BANDERSON@AMAXSIGN.COM
Paid for & Picked Up Specs: 1/12/17 CK #75989

Business Name: METRO SIGN CORPORATION
Contact: TROY SCHWENBERG
Address: 401 N. ANN ARBOR
OKC, OK 73127
Telephone: 405-949-1555
Fax: 405-949-1587
Cell:
E-Mail: TROY@METROSIGN.COM
Paid for & Picked Up Specs: 1/13/17 CK #5589

Business Name: J & B GRAPHICS, INC.
Contact: BOB MORRIS
Address: 1811 NW 1ST STREET
OKC, OK 73106
Telephone: 405-524-7446
Fax: 405-528-4602
Cell:
E-Mail: JTURNER@JANDBGRAPHICS.NET
Paid for & Picked Up Specs: 1/13/17 CK #41090

Business Name: G & S SIGN SERVICES
Contact: CAMERON GLEASON
Address: 1019 E. GRAND BLVD
OKC, OK 73129
Telephone: 405-604-3636
Fax: 405-604-3442
Cell: 405-255-1660
E-Mail: CAMERON@GSSIGNSERVICES.COM
Paid for & Picked Up Specs: CREDIT CARD 1/19/17

Business Name: _____
Contact: _____
Address: _____

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

Business Name: _____
Contact: _____
Address: _____

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

Regular Board of Commissioners

12.

Meeting Date: 02/06/2017

CM Rpt

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Report

Attachments

CM Rpt 01-2017

City Manager Report

January 2017



City Manager January Highlights

Main Street is Open!

The Downtown Streetscape is nearing completion and Main Street is now open for vehicle traffic. The City thanks the community and downtown merchants for your support of this project over the last year.

Wayfinding

The Shawnee City Commission approved staff to solicit bids for the Wayfinding Project at their December 19 Commission meeting. Bids will be opened on February 6, with a possible award on February 20. The project is expected to be complete by the first half of 2017.

Community Survey

The City's Community Survey is now complete and results are being tabulated. A final report will be presented to the City Commission on February 21 or March 6.

EXPO Operations

January events included a Triangle Horse Sale, Central District Livestock Show, and the fourth annual Wellness Fair among other happenings. Staff is working on implementation of the Avedis Grant for the Conference Center remodel with the HVAC replacement project out for bid and due February 21.

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. January sales tax collected was \$1,552,155, compared to January 2016 we are up \$5,204 or .34%. For the fiscal year, we are down \$130,862 or 1.24%. With new commercial development underway and more on the horizon, we are optimistic for 2017.

Meetings and Noteworthy Items

City Commission – February 6, February 21

Planning Commission – March 1

Beautification Meeting – February 16

Traffic Commission – February 28

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

Other Important Dates

Third Friday Downtown Block Party: February 17

City Hall closed for Presidents' Day: February 20

Other Events:

www.visitshawnee.com/Calendar

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

Board Openings:

Beautification Committee

Traffic Commission

Planning Commission

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

City Manager Report

January 2017



Shawnee Municipal Authority

Master Plan Implementation. In 2014, the SMA adopted 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.

The projects to be considered for this RFQ are short term recommendations of the Master Plan. Interested Engineers and SMA staff met for site visits at each Plant on July 21, 2016. The City Commission authorized staff to enter into contract negotiations for engineering services on August 15, 2016. Staff is still in the negotiation phase.

Bathymetry Study. The City of Shawnee has entered into a joint-funding agreement with the U.S. Geological Survey to conduct a bathymetry study. The total cost of the project is \$46,000 and the City's share is \$15,500. Bathymetric data can be used for a myriad of purposes ranging from determination of the elevation, area, and capacity of a body of water, to sediment deposition patterns. The objective of this project will be to conduct complete bathymetric surveys of the Twin Lakes. The study will be completed in 2017. An initial kickoff Meeting was held on May 12, 2016. As of June 27, 2016, USGS advised the field work is almost complete. Maps are being generated and USGS is currently looking for data holes. Staff is reviewing the draft copy – the USGS sent the draft out for peer review before submitting the final study.

DATA Collection for Sewer Collections Manholes/Pipe Data. The purpose of this initiative is to complete the wastewater hydraulic model and build an accurate sewer collections map that can be used by staff in the field. The agreement between Smith Roberts Baldischwiler, LLC (SRB) and SMA/City of Shawnee was signed by the City Manager on June 8, 2016. SRB will collect up to a maximum of 2,500 manholes over three months. Work began the week of June 13. SRB presented a presentation to SMA staff on September 26, 2016. Project is estimated to be completed in January 2017.

Operations Department

Auditorium HVAC Design. Staff is waiting on the final paperwork from the contractor in order to close this project out, with an expected item on the February 21, City Commission meeting agenda. Painting and floor cleaning is also complete.

Parks Landscape and Feature Redesign. Contract with CLS will be in front of the Commission on February 6 for approval, staff is excited to get started on the new designs.

Library HVAC Project. Staff will be awarding this bid on February 6 and setting up a preconstruction meeting to go over dates and special instructions.

Rotary Boy Scout Park Splash Pad. The new shade structures are in for the splash Pad at Rotary Boy Scout Park and will be installed in the month of February. The Rotary Club got a grant for \$10,000 to purchase the shade structures.

City Manager Report

January 2017



Cemetery Columbarium. The Cemetery will have a new feature added at the end of February, a 48 niche marble columbarium will be installed to give another option for cremation burials. Each niche will hold one cremation. Cost per niche is still being examined.

Engineering and Streets

Downtown Streetscape. Contract awarded to CGC Construction in the amount of \$3,156,371. All paving is in place and Contractor is working on 'punch list' of items to correct. Entire project from Oklahoma to Beard is completed and now opened to traffic. OGE has completed installation of lights, and final landscaping remaining. Final determination of as-built quantities and final construction costs will be determined within the next few weeks.

Rehab Asphalt Streets Project. All asphalt has been placed and striping is complete along Mall Drive. The Center and 11th Street portion is scheduled to be completed the week of spring break in March.

Sidewalk/ADA Handicap Ramps Project. The project is underway. Contractor has been working on all intersections from Main St. between Harrison and Pesotum, and should be completed within the next several weeks. We plan on advertising for bids the Avedis/City sidewalk project which will include sidewalks along both sides of the streets of Main Street from Harrison to Pesotum and along Wallace Street from Kickapoo to Broadway, and will request authorization to advertise at the February 6, 2017, City Commission meeting.

Kickapoo Street from Farrall to Spur. ODOT Project Management Division has advised that ODOT and consultant (Poe & Associates) have a meeting scheduled for February 7th to finalize contract negotiations so that final design and right-of-plans can be completed.

Planning Department

Clean-up Efforts. The Action Center maintains a very active caseload, with numerous complaints received daily. For a complete list of Action Center cases or to submit a complaint anonymously online, see: <http://www.shawneeok.org/actioncenter/default.asp>

Transportation Alternatives Program. The City was notified in August that its application to the Oklahoma Department of Transportation for a Transportation Alternatives Program grant was approved. The planned sidewalk will bridge a critical missing gap along MacArthur Street east of Harrison. The Avedis Foundation has agreed to provide matching funds equal to ten percent of the project cost. Staff is working with ODOT on scheduling of this project.

Development Projects. A number of significant projects are in the development or construction phases. Shawnee Marketplace is nearly built out with one structure under construction next to CVS and another forthcoming. The developer of the Domino Plaza project at Harrison and 45th Street has started on earthwork. This 15-acre projects includes (per a preliminary plan) a large service station, two hotels, four eating establishments and a dog park. Increased interest in downtown Shawnee has also been seen, with the nearing completion of the Main Street Streetscape Project.

City Manager Report

January 2017



The Planning Commission has an active docket. Complete agendas are posted here:
<http://www.shawneeok.org/Documents/>

Fire Department

Station 2 Rehab/Renovation. We are requesting permission to solicit bids for the construction phase of this project during the February 21 City Commission Meeting.

Hydrant Painting (ISO requirement). Recent cold weather has hampered our efforts on this project but, work will continue once it warms up.

Blue Card Incident Command Certification. All SFD Chief Officers are currently working on this 50-hour incident command certification program. Our goal is to have all department Chief Officers complete the program and receive Blue Card certification by March 31, 2017.

Southwestern Association of Fire Chiefs Leadership Academy. All department Chief Officers are enrolled in this fire-service specific leadership academy that is designed to focus on the interpersonal dynamics that are specific to the fire service. This is a six month program that includes a two-day symposium and six monthly online sessions.

Police Department

Administration. Applications have been submitted for VOCA and OHSO grants.

Patrol. In the past week, patrol has made arrest and recovered stolen vehicle before it was even reported. Patrol made arrest of suspect from burglaries and recovered stolen property. K9 officers are working highway safety grant and doing drug interdiction on roadways. Officers working AG Grant and concentrating on downtown area. Implementing new body camera system, which allows videos to download automatically when officer check into station.

CID. Arrest made in first homicide of year. Assisted DA's Office and Tecumseh with solicitation for murder case. There were 45 cases cleared for the month.

Animal Welfare. Most of the bugs have been worked out on animal tracking spread sheet. Projected to start concrete work for outside kennel remodel project February 3. Receiving applications for volunteer program.

Dispatch. Four new dispatchers hired last week and they have started their training.

Emergency Management

EOC Remodel. Re-installation of furniture, computers, televisions and communications equipment in Operations and Radio rooms 95% complete.

City Manager Report

January 2017



Implementation of Everbridge Mass Notification System. This is a new system that will be utilized by the City for notification purposes. Staff is finalizing system roll-out and additional public information will be released soon.

Communications and Warning Systems. Staff are replacing batteries for outdoor warning sirens and related equipment and are working to reset warning systems at other locations.

Planning Projects. A variety of planning efforts are underway, including an update to the Emergency Operations Plan, EOC Standard Operations Guide, and the Elected Officials Briefing Book.

Regional Airport

Delta Wings Hanger Construction. Water and sewer lines are complete. Concrete is currently being hauled off. Working on negotiations with engineers to design a new taxiway to the new t-hangars.

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Regular Board of Commissioners

15.

Meeting Date: 02/06/2017

Enter ES Real Property

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 for discussion in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.

Attachments

No file(s) attached.

Regular Board of Commissioners

16.

Meeting Date: 02/06/2017

Discuss ES Real Estate

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider matters discussed in Executive Session in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.

Attachments

No file(s) attached.
