

AGENDA
BOARD OF CITY COMMISSIONERS
January 17, 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. 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

2. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
3. Presentation by City Manager to Employee of the Month, Tabitha Fitzgerald, Dispatch.
4. Conduct interviews of City Commissioner Ward 6 applicants:
- a. Steve Smith
- b. Ben Salter
- c. B. Edwina Butler-Wolfe
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.
6. Swearing in of Ward 6 Commissioner. *(This item only occurs if a Commissioner for Ward 6 is appointed during Agenda Item No. 5.)*

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 Lone Street. Applicant: Oklahoma Baptist University. *(Deferred from December 19, 2016 City Commission meeting.)*
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.)*
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.
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.
11. Public hearing and consideration of an ordinance annexing 60.57 acres into the City. Applicant: North Rock Creek School
12. Public hearing and consideration of an ordinance for proposed changes to City ward boundaries.
13. Discussion and possible action to establish a City Commission subcommittee on Capital Projects and Strategic Planning.
14. Acknowledge Sales Tax Report received January 2017.
15. Consider Bids:
 - a. Library Heat Pump Loop and Cooling Tower Project (Open)
16. City Manager Report
17. New Business

(Any matter not known about or which
could not have been reasonably foreseen
prior to the posting of the agenda)
18. Commissioners Comments
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).

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).
21. 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: 01/17/2017

CC Minutes 12/19/2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the December 19, 2016 regular meeting.

Attachments

CC Minutes 12-19-2016

BOARD OF CITY COMMISSIONERS PROCEEDINGS
DECEMBER 19, 2016 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, December 19, 2016 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
Commissioner Ward 6

ABSENT: None

INVOCATION

Rev. David Henry, Calvary Baptist Church

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the December 5, 2016 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for November 2016
 - Project Payment Report for November 2016
 - Planning Commission Minutes from November 2, 2016 meeting.
 - Wes Watkins Reservoir Oversight Committee Meeting Minutes from September 1, 2016 meeting.

- c. Acceptance of public improvements, i.e., sanitary sewer and water line for North Harrison Industrial Park Addition, placing maintenance bonds into effect, authorizing obtainment of signatures and recording of the final plat.
- e. Authorize staff to request bids for wayfinding signage.
- f. Authorize staff to request bids for heat pump loop system retrofit and cooling tower at Shawnee Public Library.
- g. Mayor's Appointments

Beautification Committee

Joe Harbeson 2nd Full Term Expires 1/1/2020
Reappointment

Debi Renegar 2nd Full Term Expires 1/1/2020
Reappointment

Traffic Commission

Paul W. Roberts 2nd Full Term Expires 1/1/2020
Reappointment

Commissioner Shaw pulled Agenda Item No. 1(a) for separate consideration.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to approve Consent Agenda Item Nos. 1(b-g), less item 1(a). Motion carried 6-0.

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

NAY: None

Regarding Agenda Item No. 1(a), Commissioner Shaw stated that she would like Agenda Item Nos. 7 and 8 of the Minutes from the December 5, 2016 City Commission meeting to include her statement asking for clarification on the emergency clauses.

A motion was made by Commissioner Shaw to include her reference to the emergency clauses on Agenda Item Nos. 7 and 8. Motion failed due to lack of a second.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford to approve Consent Agenda Item No. 1(a). Motion carried 5-1.

AYE: Harrod, Rutherford, Bushong, Gillham, Finley

NAY: Shaw

AGENDA ITEM NO. 2:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

Mr. Claude Klutts stated that the map accompanying the Oklahoma Baptist University (OBU) proposal to close portions of nearby streets appears to be inaccurate. He stated that the street in the highlighted area on the map is called Pottenger Avenue, but the actual street is Ione Avenue. Mr. Klutts said that he does not understand the reason of closing University Street.

Mayor Finley announced that he will request that the Agenda Item Nos. 4 and 5 be deferred for further review.

AGENDA ITEM NO. 3:

Presentation of 2016 City Report by Visit Shawnee Inc. (VSI).

Randy Gilbert, Chairman of Visit Shawnee Inc., presented a six-month report for the past fiscal year. He stated that they received a clean audit from CBEW Professional Group, LLC. Mr. Gilbert noted their staffing changes with the hiring of Ms. Emily Lutz and Ms. Danielle Mason-Rains and the retirement of Ms. Danna Foble. He also mentioned their recent move from 131 North Bell Street to 231 North Bell Street. He then introduced Ms. Emily Lutz.

Ms. Lutz stated current projects, goals, and accomplishments of VSI including, but not limited to, (1) what customers are asking for, (2) City of Shawnee map, (3) online coupons and (4) revamping the VSI website.

Ms. Lutz answered questions from the Board, including questions from Commissioner Shaw including her request to place the developed meeting planner guide online and who should be contacted to request goodie bags and maps and how much notice needs to be given.

AGENDA ITEM NO. 4:

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 November 21, 2016 City Commission meeting.)*

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to defer Agenda Items Nos. 4 and 5 until the January 17, 2017 City Commission at the request of the Chair. Motion carried 5-0-1.

AYE: Harrod, Gillham, Finley, Rutherford, Bushong

NAY: None

ABSTAIN: Shaw

AGENDA ITEM NO. 5:

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 November 21, 2016 City Commission meeting.)*

See Agenda Item No. 4.

AGENDA ITEM NO. 6:

Public hearing and consideration of an ordinance to rezone property located on the east side of Harrison Street, north on Transportation Parkway from PUD; Planned Unit Development to C-3; Highway Commercial District. Case No. P11-16. Applicant: City of Shawnee

Community Development Director Justin DeBruin gave a staff report and explained the purpose of this request is to rezone the property back to its original status of C-3; Highway Commercial District.

Mayor Finley declared a public hearing in session to consider an ordinance to rezone property located on the east side of Harrison Street, north on Transportation Parkway from PUD; Planned Unit Development to C-3; Highway Commercial District. No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve an ordinance to rezone property located on the east side of Harrison Street, north on Transportation Parkway from PUD; Planned Unit Development to C-3; Highway Commercial District.

Ordinance No. 2592NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS FIVE (5) AND SIX (6), BLOCK ONE (1), YAHGNEE ADDITION, TO SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM PUD; PLANNED UNIT DEVELOPMENT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

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

NAY: None

Ordinance No. 2592NS was adopted by the City Commission.

AGENDA ITEM NO. 7:

Consider an ordinance repealing and amending portions of Chapter 5, Animals, of the Shawnee Municipal Code, by: deleting the requirement in Section 5-3(e) that the Court shall order the euthanasia of a “vicious animal” and replacing the euthanasia requirement to a case-by-case discretionary choice by the Court; amending Section 5-146 by extending individual rabies certificates through the effective lifespan of the particular rabies dose; and replacing specific dollar-fee amounts throughout the entire chapter with a reference to the City Fee Schedule; and providing for

codification, repealer, and severability; and providing for its immediate effect and enforceability upon passage and publication through the emergency clause.

City Manager Justin Erickson gave a staff report and explained that this proposed ordinance is part of the ongoing recodification process. Mr. Erickson stated staff recommends approval of this item and approval of the emergency clause, which would give the necessary tools to the Municipal Judge. Staff then answered questions from the Commission regarding language of the ordinance and staffing.

Discussion was then had between the Board and staff. Commissioner Shaw asked staff the following: (1) what is the reason for the 48-hour notice; (2) does the City currently have a fee schedule; (3) in Section 11, Section 5-83, what does it mean by competent person; (4) what is considered a dangerous dog; and (5) does the City have enough staff to complete the process outlined in Section 16. Staff responded individually to each questions with the reasoning and definition. Police Chief Mason Wilson stated that the current staff level is sufficient for the new processes outlined in Section 16.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to approve an ordinance repealing and amending portions of Chapter 5, Animals, of the Shawnee Municipal Code, by: deleting the requirement in Section 5-3(e) that the Court shall order the euthanasia of a “vicious animal” and replacing the euthanasia requirement to a case-by-case discretionary choice by the Court; amending Section 5-146 by extending individual rabies certificates through the effective lifespan of the particular rabies dose; and replacing specific dollar-fee amounts throughout the entire chapter with a reference to the City Fee Schedule; and providing for codification, repealer, and severability; and providing for its immediate effect and enforceability upon passage and publication through the emergency clause.

Commissioner Shaw stated that she appreciates the time and effort staff has took in preparing this ordinance, but that she cannot agree to all sections and therefore must vote no.

Ordinance No. 2593NS was introduced.

AN ORDINANCE REPEALING AND AMENDING PORTIONS OF CHAPTER 5, ANIMALS, OF THE SHAWNEE MUNICIPAL CODE, BY: DELETING THE REQUIREMENT IN SECTION 5-3(e) THAT THE COURT SHALL ORDER THE EUTHANASIA OF A “VICIOUS ANIMAL” AND REPLACING THE EUTHANASIA REQUIREMENT TO A CASE-BY-CASE DISCRETIONARY CHOICE BY THE COURT; AMENDING SECTION 5-146 BY EXTENDING INDIVIDUAL RABIES

CERTIFICATES THROUGH THE EFFECTIVE LIFESPAN OF THE PARTICULAR RABIES DOSE; AND REPLACING SPECIFIC DOLLAR-FEE AMOUNTS THROUGHOUT THE ENTIRE CHAPTER WITH A REFERENCE TO THE CITY FEE SCHEDULE; AND PROVIDING FOR CODIFICATION, REPEALER, AND SEVERABILITY; AND PROVIDING FOR ITS IMMEDIATE EFFECT AND ENFORCEABILITY UPON PASSAGE AND PUBLICATION THROUGH THE EMERGENCY CLAUSE.

Motion carried 5-1.

AYE: Harrod, Bushong, Gillham, Finley, Rutherford

NAY: Shaw

Ordinance No. 2593NS 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. 2593NS. Motion carried 5-1.

AYE: Harrod, Rutherford, Bushong, Gillham, Finley

NAY: Shaw

AGENDA ITEM NO. 8:

Consider annexation request by North Rock Creek School for purposes of future construction and authorize staff to proceed with Notice and Hearing Requirements.

A staff report was given by City Manager Justin Erickson explaining that North Rock Creek School has requested to have certain property annexed into the city limits. He stated that North Rock Creek School has plans to build a High School in the future.

A motion was made by Commissioner Gillham, seconded by Vice Mayor Harrod, to authorize staff to proceed with Notice and Hearing Requirements for the annexation request by North Rock Creek School. Motion carried 5-0-1.

AYE: Gillham, Harrod, Finley, Rutherford, Bushong

NAY: None

ABSTAIN: Shaw

AGENDA ITEM NO. 9:

Acknowledge Sales Tax Report received December 2016.

City Manager Justin Erickson gave a monthly sales tax report advising that December sales tax collected this month was \$1,405,364.00, which is down 6.73% or \$136,067.00 from December of 2015.

AGENDA ITEM NO. 10:

Consider Bids:

a. Parks Design RFQ (Award)

Director of Operations James Bryce announced that five (5) bids were received and after review and consideration it was staff's recommendation to proceed with contract negotiations with CLS and Associates, LLC of Oklahoma City, Oklahoma. The contract should be on the January 17, 2017 City Commission Agenda.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to accept staff's recommendation to allow staff to proceed with contract negotiations with CLS and Associates LLC. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 11:

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. 12:

Commissioners Comments

Commissioner Bushong wished everyone safe and Happy Holidays.

Commissioner Gillham said he hopes that everyone can pull together; noting that everyone wants the same things and we can all move ahead.

Vice Mayor Harrod wished all a Merry Christmas and safe New Year.

Vice Mayor Harrod said the Commission will start 2017 with a retreat session on January 6, which he is looking forward to.

Vice Mayor Harrod announced that the local Masonic Lodge will be hosting a blood drive on February 3, 2017 starting at 3:00 p.m.

Commissioner Rutherford wished everyone a Merry Christmas and encouraged citizens to shop Shawnee this holiday season.

Commissioner Shaw thanked all City staff and the Planning Commission. She also thanked the City of Shawnee for all they do and wished all a safe and Merry Christmas.

Mayor Finley stated that he could not say enough about City staff and thanked them all for moving in the right direction.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (7:08 p.m.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (7:11 p.m.)

AGENDA ITEM NO. 13:

Consider an Executive Session to discuss potential claims, litigation or other options regarding United States District Court for the Western District of Oklahoma, Case No. CIV-15-805-F, Circle D Pawn No. 4, Inc., et al. v. City of Shawnee, et al., 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 regarding United States District Court for the Western District of Oklahoma, Case No. CIV-15-805-F, Circle D Pawn No. 4, Inc., et al. v. City of Shawnee, et al., as authorized by 25 O.S. §307(B)(4). Motion carried 6-0.

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

NAY: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 7:12 P.M. WITH ALL MEMBERS PRESENT

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 7:41 P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 14:

Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding United States District Court for the Western District of Oklahoma, Case No. CIV-15-805-F, Circle D Pawn No. 4, Inc., et al. v. City of Shawnee, et al., as authorized by 25 O.S. §307(B)(4).

A motion was made by Commissioner Gillham, seconded by Vice Mayor Harrod, to authorize the City Attorney to negotiate and settle attorney fee claim with the authority granted by the Commission, subject to a maximum amount authorized, disclosure of which would seriously impair the negotiation process. Motion carried 6-0.

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

AGENDA ITEM NO. 15:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:42 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

LISA LASYONE, CMC, DEPUTY CITY CLERK

Regular Board of Commissioners

1. c.

Meeting Date: 01/17/2017

Acknowledge Rpts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports:

- License Payment Report for December 2016
 - Project Payment Report for December 2016
-

Attachments

License Pymt Rpt 12-2016

Project Pymt Rpt 12-2016

1/06/2017 11:29 AM
LICENSES: THRU ZZZZZZZZZZ

L I C E N S E P A Y M E N T R E P O R T
SORTED BY: CODE

PAGE:
PAYMENT DATES: 12/01/2016 TO 12/31/2016

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION		FEE	PENALTY	TAX	INTEREST	TOTAL PAI
ALARM	BURGLAR/FIRE ALARM LICENSE	4	100.00CR				100.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	27	405.00CR				405.00
AMB	AMBULANCE LICENSE FEE	1	25.00CR				25.00
AUCD	AUCTION LICENSE FEE ONE DAY	1	10.00CR				10.00
BOATREG	BOAT REGULAR PERMIT	11	286.00CR				286.00
DEMOL	DEMOLITION LICENSE FEE	5	375.00CR				375.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	3	300.00CR				300.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	7	525.00CR				525.00
EXT	EXTERMINATOR LICENSE FEE	1	25.00CR				25.00
FISHANNUAL	FISHING ANNUAL FEE	5	75.00CR				75.00
HUNT1	DOVES/QUAIL/SQUIIREL/RABBIT	3	24.00CR				24.00
HUNT2	MIGRATORY FOWL	22	176.00CR				176.00
IMERC	ITINERANT MERCHANT FEE	3	103.00CR				103.00
LAKELEASE	LAKE LEASE	9	6,084.00CR				6,084.00
MECH2	MECHANICAL CONTRACTOR RENEW	5	375.00CR				375.00
MIXER	MIXED BEVERAGE RENEWAL	1	900.00CR				900.00
PAWN	PAWN BROKERS LICENSE FEE	2	50.00CR				50.00
PLUM1	PLUMBING CONTRACTOR INITIAL	3	300.00CR				300.00
PLUM2	PLUMBING CONTRACTOR RENEW	9	675.00CR				675.00
RESAL	RESIDENTIAL SALE	6	60.00CR				60.00
SIGN	SIGN HANGERS LICENSE FEE	8	600.00CR				600.00
SOLID	SOLICITOR DAILY LICENSE	1	3.00CR				3.00
STORM	STORM CELLAR LICENSE FEE	8	600.00CR				600.00
TREE	TREE TRIMMING LICENSE FEE	2	50.00CR				50.00
TOTAL			12,126.00CR				12,126.00

01/05/2017 1:24 PM
STATUS: ALL
SEGMENT CODES: A11
FEE CODES: A11

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

PAGE: 4
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 12/01/2016 TO 12/31/2016
SORTED BY: PROJECT

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	14,351.84CR
B3-REMODEL	BUILDING CONSTRUCTION REM	140.50CR
B4-STORAGE	BUILDING STORAGE SHED	344.40CR
E2-ADD	ELECTRICAL ADDITION	34.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	196.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,824.00CR
P3-REMODEL	PLUMBING REMODEL	1,200.50CR
UNAPPLIED	UNAPPLIED CREDITS	1,240.63CR
X-BORE/CUT	BORING & PAVING CUT PERMI	50.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	50.00CR
X-SIGN	SIGN PERMIT	100.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	34.50CR
Z-OCCUP	OCCUPANCY PERMIT	150.00CR
TOTAL		19,716.87CR

01/05/2017 1:24 PM
STATUS: ALL
SEGMENT CODES: A11
FEE CODES: A11

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

PAGE: 6
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 12/01/2016 TO 12/31/2016
SORTED BY: PROJECT

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	384.50CR
001-4202	BUILDING PERMITS	12,987.27CR
001-4203	PLUMBING PERMITS	2,180.00CR
001-4204	ELECTRICAL PERMITS	190.00CR
001-4206	HEATING & A/C PERMITS	1,747.60CR
001-4249	OTHER PERMITS	305.00CR
001-4822	OTHER MISC. REVENUE	47.50CR
101-4249	OTHER PERMITS	75.00CR
501-4510	WATER TAPS	1,800.00CR
799-1023	BANCFIRST GENERAL	19,716.87

Regular Board of Commissioners

1. d.

Meeting Date: 01/17/2017

Rolling Hills Mtc Bond Accept

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Rolling Hills Paving

Rolling Hills Water Sewer

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Keith Shaw CMS, Inc.,

as Principal, and North American Specialty Insurance Company

_____,
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 Million Six Hundred Seventy One Thousand Seven Hundred Fifty and 00/100-----

Dollars (\$ 2,671,750.00) 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 14th day of December, 2016.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Absentee Shawnee Housing Authority, dated April 22, 2016, 2016, for
(State or Other Entity)

Elderly Rental Housing Development - Paving

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.

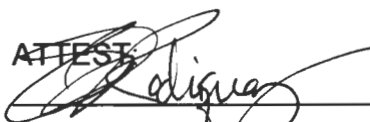
NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of five (5) years ({one hundred (100%) percent for first year, 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



Charity Rodriguez

Principal:

Keith Shaw CMS, Inc.

BY

TITLE President

(SEAL)

ATTEST

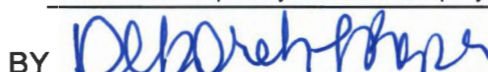


Patti Jackson

SURETY:

North American Specialty Insurance Company

BY



Attorney-in-Fact

NAME Deborah L. Raper

NAS SURETY GROUP

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

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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

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

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

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

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



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



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

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

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

State of Illinois
County of Cook

ss:

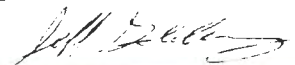
On this 18th day of November, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International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



M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of December, 2016.


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

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Keith Shaw CMS, Inc.,

as Principal, and North American Specialty Insurance Company
____,

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 One Thousand Nine Hundred and 00/100-----

Dollars (\$ 201,900.00) 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 One (1) year after completion and final acceptance (total of 2 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 14th day of December, 2016.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Absentee Shawning Housing Authority, dated April 22, 2016, for
(State or Other Entity)

Elderly Rental Housing Development - Utilities (Water & Sewer)

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.

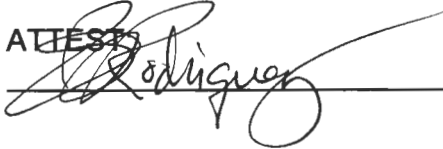
NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of Two (2) years ({one hundred (100%) percent for first year, ten (10%) for two 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:



Patti Jackson

Principal:

Keith Shaw CMS, Inc.

BY



TITLE President

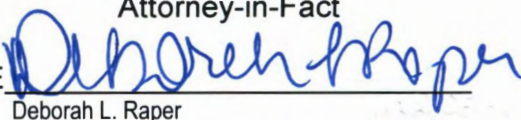
SURETY:

North American Specialty Insurance Company

BY

Attorney-in-Fact

NAME



Deborah L. Raper

NAS SURETY GROUP

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

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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

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

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

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

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



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



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

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 18th day of November, 20 14.

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

State of Illinois
County of Cook ss:

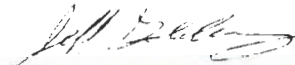
On this 18th day of November, 20 14, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of December, 20 16.


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

Regular Board of Commissioners**1. e.**

Meeting Date: 01/17/2017

Vision Accept Mtc Bonds

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Vision Accept Streets

Vision Accept Channel

Vision Accept Waterline

Vision Cert of Liability



Employers Mutual
Casualty Company

Bond No. S404103

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That MacHill Construction Company Inc. of Ada, Oklahoma
as Principal, and EMPLOYERS MUTUAL CASUALTY COMPANY of Des Moines, Iowa as Surety,
are firmly bound unto Vision Bank NA, 101 E. Main St., Ada OK 74820, (hereinafter called Obligee)
in the Penal Sum of Two Hundred Eighty Five Thousand Three Hundred Thirty One Dollars (\$ 285,331.00) Dollars
lawful money of the United States of America, for the payment of which, well and truly to be made, the
Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal has completed a certain contract, Vision Bank street project
4301 N. Harrison Street, Shawnee OK 74804
_____ in conformity with certain specifications; and submits
said contract for acceptance by the Obligee.

Whereas, a further condition of said contract is that the said principal should furnish a bond
of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said
work within a period of One yr for 100%/ Four yrs for 10% years from the date of acceptance of the work under said
contract; and

Whereas, the said EMPLOYERS MUTUAL CASUALTY COMPANY of Des Moines, Iowa for
a valuable consideration, has agreed to join with said principal in such bond or guarantee, indemnifying
said Obligee, as aforesaid;

Now, therefore, the Condition of This Obligation is such, that if the said Principal does and
shall, at his own cost and expense, remedy any and all defects that may develop in said work, within the
period of One yr for 100%/Four yrs for 10% years from the date of acceptance of the work under said contract, by reason of
bad workmanship or poor material used in the construction of said work, then this obligation to be null and
void; otherwise to be and remain in full force and virtue in law.

Date of Formal Acceptance of Contract: _____ Signed and delivered this 10th Day of
_____ 20 _____ January _____ 20 17

Bond Approved: _____ MacHill Construction Company, Inc.
_____ 20 _____ Principal

By: Ramona Hill

EMPLOYERS MUTUAL CASUALTY COMPANY

By: Kim Kingery Crowson Surety,

Kim Kingery Crowson Attorney-in-fact

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT****KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

KIM KINGERY CROWSON, CINDI L. SMITH, KELLY R. HITT, SANDRA L. CRAIN, VICKY L. COURTNEY, KEITH A. SHIDELER, ARTHUR A. RICKETS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

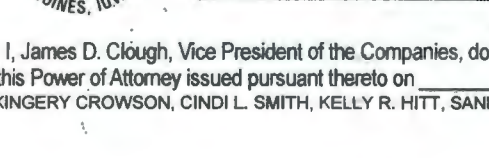
The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.**AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this3rd day of AUGUST, 2016.

Seals



Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

Michael Freil
 Michael Freil
 Assistant Vice President

On this 3rd day of AUGUST AD 2016 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freil, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freil, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
 Kathy Lynn Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATEI, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on AUGUST 3, 2016 on behalf of:

KIM KINGERY CROWSON, CINDI L. SMITH, KELLY R. HITT, SANDRA L. CRAIN, VICKY L. COURTNEY, KEITH A. SHIDELER, ARTHUR A. RICKETS

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of January, 2017.

[Signature]
 Vice President



Employers Mutual
Casualty Company

Bond No. S404104

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That MacHill Construction Company Inc. of Ada, Oklahoma
as Principal, and EMPLOYERS MUTUAL CASUALTY COMPANY of Des Moines, Iowa as Surety,
are firmly bound unto Vision Bank NA, 101 E. Main St., Ada OK 74820, (hereinafter called Obligee)
in the Penal Sum of Four Hundred Forty Three Thousand Thirty One Dollars (\$ 443,031.00) Dollars
lawful money of the United States of America, for the payment of which, well and truly to be made, the
Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal has completed a certain contract, _____
Vision Bank liner channel improvements
4301 N. Harrison Street, Shawnee OK 74804

_____ in conformity with certain specifications; and submits
said contract for acceptance by the Obligee.

Whereas, a further condition of said contract is that the said principal should furnish a bond
of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said
work within a period of One yr for 100%/ Four yrs for 10% years from the date of acceptance of the work under said
contract; and

Whereas, the said EMPLOYERS MUTUAL CASUALTY COMPANY of Des Moines, Iowa for
a valuable consideration, has agreed to join with said principal in such bond or guarantee, indemnifying
said Obligee, as aforesaid;

Now, therefore, the Condition of This Obligation is such, that if the said Principal does and
shall, at his own cost and expense, remedy any and all defects that may develop in said work, within the
period of One yr for 100%/ Four yrs for 10% years from the date of acceptance of the work under said contract, by reason of
bad workmanship or poor material used in the construction of said work, then this obligation to be null and
void; otherwise to be and remain in full force and virtue in law.

Date of Formal Acceptance of Contract:

_____ 20 _____

Signed and delivered this 10th Day of
January 20 17

Bond Approved:

_____ 20 _____

MacHill Construction Company, Inc.

Principal

By: _____

EMPLOYERS MUTUAL CASUALTY COMPANY

Surety

By: _____

Kim Kingery Crowson

Attorney-in-fact

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT****KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

KIM KINGERY CROWSON, CINDI L. SMITH, KELLY R. HITT, SANDRA L. CRAIN, VICKY L. COURTNEY, KEITH A. SHIDELER, ARTHUR A. RICKETS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

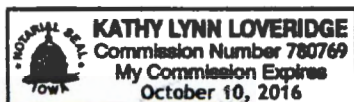
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

3rd day of AUGUST, 2016.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Michael Freel
Assistant Vice President

On this 3rd day of AUGUST AD 2016 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on AUGUST 3, 2016 on behalf of:
KIM KINGERY CROWSON, CINDI L. SMITH, KELLY R. HITT, SANDRA L. CRAIN, VICKY L. COURTNEY, KEITH A. SHIDELER, ARTHUR A. RICKETS

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of January, 2017.

J D Clough Vice President

MAINTENANCE BOND

#601110570

KNOW ALL MEN BY THESE PRESENTS:

That Jordan Contractors, Inc.,

as Principal, and The Ohio Casualty Insurance Company,

a corporation organized under the laws of the State of New Hampshire and authorized to transact

business in the State of Oklahoma, as Surety, are held and firmly bound unto the Shawnee Municipal Authority/City of Shawnee, Beneficiary in penal sum of **Forty Two Thousand Eight Hundred & 00/100** Dollars (\$ 42,800.00) 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 one (1) year after completion and final acceptance (total of 2 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.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Shawnee Municipal Authority/City Of Shawnee Beneficiary 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 two (2) years ({one hundred (100%) percent for first year, ten (10%) for one year thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the Shawnee Municipal Authority/City of Shawnee Beneficiary; 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 Shawnee Municipal Authority/City of Shawnee Beneficiary 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.

DATED this 22nd day of September, 2016

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

MacHill Construction Company, Inc., dated September 13th, 2014, for
(State or Other Entity)

Vision Bank Roadway/Water Line Extension, 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.

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. 7274365

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, W. McNeill, Lisa Sherman, Cody McNeill, Wendy Hollen, Larry D Bixler, John Rogers, Rocky Moore, and Kyle D Reser of Oklahoma City, Oklahoma; John L Birsner, Mike Shannon, and Susanne Cusimano of Edmond, Oklahoma

all of the city of _____, state of _____ 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 25th day of February, 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 ss
COUNTY OF MONTGOMERY

On this 25th day of February, 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
Notarial 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 22nd day of September, 2016.



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

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2016

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 Insurance Agency of Mid America Inc 10009 S Penn, Building E PO Box 890300 Oklahoma City OK 73189		CONTACT NAME: Beverly McCool PHONE (A/C, No, Ext): (405) 691-0016 E-MAIL ADDRESS: bmccool@midamericainc.com FAX (A/C, No): (405) 691-0415															
INSURED Jordan Contractors Inc 123 South Broadway Tecumseh OK 74873		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A Peerless Indemnity Ins Co</td><td>18333</td></tr><tr><td>INSURER B America First Insurance</td><td>12696</td></tr><tr><td>INSURER C:</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 Peerless Indemnity Ins Co	18333	INSURER B America First Insurance	12696	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 2016

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO- JEC ☐ LOC ☐ OTHER	X	Y	CBP8463429	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS			BA8464229	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB OCCUR CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CU8464829	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC8465229	7/1/2016	7/1/2017	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
B	Rented/Leased Equipment			IM8957242	7/1/2016	7/1/2017	Limit \$150,000 Deductible \$1,000

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

Re: Vision Bank Roadway/Water Line

The certificate holder is an additional insured (22-132) with a waiver of subrogation (CG2024) where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Shawnee PO Box 1448 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 Mike McNeill/BM <i>W M McNeill</i>

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MAINTENANCE BOND

#601110570

KNOW ALL MEN BY THESE PRESENTS:

That Jordan Contractors, Inc.,

as Principal, and The Ohio Casualty Insurance Company,

a corporation organized under the laws of the State of New Hampshire and authorized to transact

business in the State of Oklahoma, as Surety, are held and firmly bound unto the Shawnee Municipal Authority/City of Shawnee, Beneficiary in penal sum of **Forty Two Thousand Eight Hundred & 00/100** Dollars (\$ 42,800.00) 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 one (1) year after completion and final acceptance (total of 2 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.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Shawnee Municipal Authority/City Of Shawnee Beneficiary 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 two (2) years ({one hundred (100%) percent for first year, ten (10%) for one year thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the Shawnee Municipal Authority/City of Shawnee Beneficiary; 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 Shawnee Municipal Authority/City of Shawnee Beneficiary 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.

DATED this 22nd day of September, 2016

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

MacHill Construction Company, Inc., dated September 13th, 2014, for
(State or Other Entity)

Vision Bank Roadway/Water Line Extension, 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 SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY 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 **two (2) years ({one hundred (100%) percent for first year, ten (10%) for one year thereafter, of total contract price}** for all projects for the construction of utilities) from and after acceptance of said project by the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY; 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 SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY 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:

Sheila T. Jordan
SEAL
OKLAHOMA



PRINCIPAL:

Jordan Contractors, Inc.

BY

Jimmy N. Jordan

TITLE Jimmy N. Jordan - President

(SEAL)

ATTEST:

Ronda Brubaker

SURETY:

The Ohio Casualty Insurance Company

BY

Wendy Hollen
Attorney-in-Fact

NAME Wendy Hollen

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. 7274365

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The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

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all of the city of _____, state of _____ 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.

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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 ss
COUNTY OF MONTGOMERY

On this 25th day of February, 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
Notarial 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.

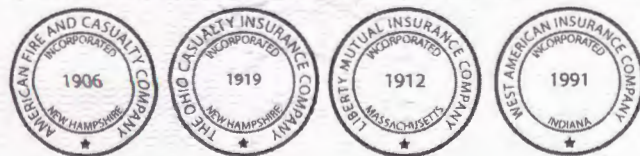
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I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power 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 22nd day of September, 2016.



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

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2016

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 Insurance Agency of Mid America Inc 10009 S Penn, Building E PO Box 890300 Oklahoma City OK 73189	CONTACT NAME: Beverly McCool PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: bmccool@midamericainc.com																					
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COVERAGES**CERTIFICATE NUMBER:** 2016**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	X	Y	CBP8463429	7/1/2016	7/1/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Employee Benefits</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee Benefits	\$ 1,000,000
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC8465229	7/1/2016	7/1/2017	<table border="1"><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTHER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
B	Rented/Leased Equipment			IM8957242	7/1/2016	7/1/2017	<table border="1"><tr><td>Limit</td><td>\$150,000</td></tr><tr><td>Deductible</td><td>\$1,000</td></tr></table>	Limit	\$150,000	Deductible	\$1,000										
Limit	\$150,000																				
Deductible	\$1,000																				

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

Re: Vision Bank Roadway/Water Line

The certificate holder is an additional insured (22-132) with a waiver of subrogation (CG2024) where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Shawnee
PO Box 1448
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

Mike McNeill/BM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2016

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 Fennell & Associates, Inc. 137 D Street NW Ardmore OK 73401		CONTACT NAME: Kim Kingery PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kkingery@fennellassociates.com	
INSURED MacHill Construction Co., Inc. MacHill Construction Management LLC 19080 County Road 1590 Ada OK 74820		INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Corporation INSURER B: Starstone National Insurance INSURER C: CompSource Mutual Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 20095 25496 36188	

COVERAGES

CERTIFICATE NUMBER: 16-17 cert

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CLP3648162	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Claim \$	
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			CAP3648161	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000	
		☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			BINDER	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
			☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			02542063161	7/1/2016	7/1/2017

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

CERTIFICATE HOLDER

Vision Bank NA
101 E. Main Street
Ada, OK 74820

CANCELLATION

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

Drew Ricketts/KIM

Regular Board of Commissioners

1. f.

Meeting Date: 01/17/2017

Expo HVAC Req

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Expo HVAC Memo

Expo HVAC Plans



Office of the City Manager

STAFF MEMORANDUM

AGENDA: January 17, 2017

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Request to Bid: EXPO Conference Center HVAC and Lighting Project**

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 HVAC and lighting work, which was designed by a professional engineer.

BUDGETARY IMPACT

The overall budget for the EXPO Conference Center remodel is \$880,000. Staff is working to finalize the grant agreement with the Avedis Foundation and anticipates receipt of the Avedis Funding in February. A budget amendment will be presented to the Commission prior to award of this bid. The Engineer's estimate for the HVAC and lighting work is \$535,923 (without alternatives). Some of this cost should be offset by energy rebates, which can be applied to other portions of the remodel project.

RECOMMENDATION

Staff respectfully requests City Commission authorization to solicit bids for the EXPO Conference Center HVAC and Lighting retrofit job. Bids will be opened on February 20, for potential award on March 6. The expected construction timeframe is 90 days.

ATTACHEMENTS

- **Engineered Plans**

HVAC & Lighting

City of Shawnee, Oklahoma

DRAWING INDEX

MECHANICAL

MO.01	MECHANICAL LEGENDS AND NOTES
M1.01	MECHANICAL DEMOLITION LOWER FLOOR PLAN - NORTH
M1.02	MECHANICAL DEMOLITION LOWER FLOOR PLAN - SOUTH
M2.01	MECHANICAL LOWER FLOOR PLAN - NORTH
M2.02	MECHANICAL LOWER FLOOR PLAN - SOUTH
M6.01	MECHANICAL DETAILS AND SCHEDULES
M7.01	MECHANICAL SPECIFICATIONS

ELECTRICAL

E0.01	ELECTRICAL LEGENDS AND NOTES
EP1.01	ELECTRICAL LOWER FLOOR PLAN
EL1.01	LIGHTING LOWER FLOOR PLAN NORTH
EL1.02	LIGHTING LOWER FLOOR PLAN SOUTH
E7.01	ELECTRICAL SPECIFICATIONS

BUILDING CODE INFORMATION

A. APPLICABLE CODES AND STANDARDS

2015 International Building Code (IBC)
2015 International Plumbing Code (IPC)
2015 International Mechanical Code (IMC)
2006 International Energy Conservation Code (IECC)
Current National Electric Code (NEC)
Lighting Electric Code, Section 152, Title 61, Oklahoma Statutes
1991 Americans With Disabilities Act With Current Updates To AADAG
ANSI 117.1 American National Standard Accessible and Usable Buildings and Facilities

**Gwin Engineering
Consultants, LLC**

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OC

EG

CHECKED BY

**SHAWNEE CONFERENCE CENTER RETROFIT
CITY OF SHAWNEE**

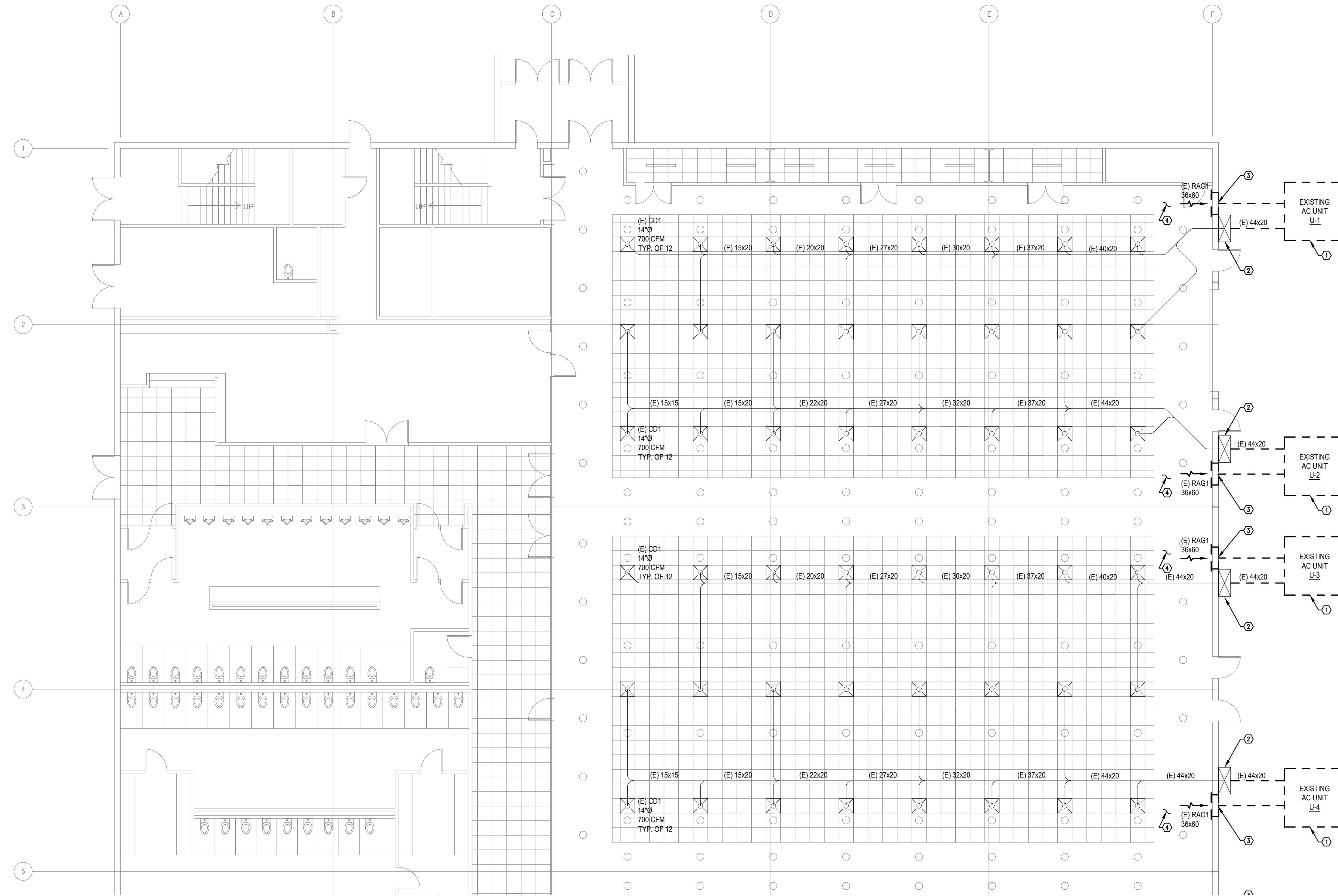
DRAWING TITLE	COVER SHEET
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DATE	12/19/16
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DRAWING NUMBER

COVER

VALVE LEGEND	
	DOUBLE CHECK VALVE ASSEMBLY
	RPZ, 3" AND LARGER
	RPZ, 2" AND SMALLER
	GLOBE VALVE
	GATE VALVE
	BUTTERFLY VALVE
	BALL VALVE
	GAUGE COCK
	PLUG VALVE
	CHECK VALVE - SWING TYPE
	CHECK VALVE - BUTTERFLY TYPE
	VACUUM BREAKER
	PRESSURE REDUCING VALVE
	GAS PRESSURE REGULATOR
	BALANCING VALVE
	CIRCUIT SETTER
	ORIFICE VALVE
	SUPERVISED VALVE
	MOTOR OPERATED VALVE
	SOLENOID OPERATED VALVE (ELECTRIC)
	AUTOMATIC VALVE
	MODULATING CONTROL VALVE
	TWO POSITION CONTROL VALVE
	TEMPERATURE / PRESSURE RELIEF VALVE
	ANGLE VALVE
	SAFETY RELIEF VALVE
	3-WAY MIXING VALVE
	3-WAY DIVERTING VALVE
	SAFETY VALVE WITH DRIP PAN ELBOW
	AUTOMATIC AIR VENT AND SHUTOFF VALVE
	MANUAL AIR VENT
	CHAIN OPERATED VALVE



DRAWING NOTES:

1. REMOVE EXISTING EQUIPMENT AND DUCTWORK AS INDICATED.
2. DISCONNECT SUPPLY AIR DUCTWORK BELOW EXISTING STUCCO FACADE AND REMOVE OUTDOOR DUCTWORK BETWEEN FACADE AND THE HVAC EQUIPMENT. EXISTING SUPPLY AIR (SA) DUCTWORK DOWNSTREAM OF THE BOTTOM OF THE STUCCO FACADE IS TO REMAIN.
3. REMOVE RETURN AIR (RA) GRILLE AND RA DUCTWORK FROM WALL TO HVAC EQUIPMENT. REPAIR AND INSULATE EXTERIOR WALL AT EXISTING RA DUCT OPENING. PAINT INSIDE AND OUTSIDE SURFACES OF EXTERIOR WALL TO MATCH SURROUNDING WALL SURFACES.
4. MODIFY EXISTING CEILING IN THIS AREA AS REQUIRED TO INSTALL NEW RETURN AIR DUCTWORK ABOVE CEILING. RETURN CEILING TO EXISTING CONDITION AT COMPLETION OF WORK.

MECH DEMOLITION LOWER FLOOR PLAN - NORTH
SCALE: 1/8" = 1'-0"

Gwin Engineering Consultants, LLC
1445 Greenbriar Drive, Norman, OK 73072
Phone: (405) 850-0205
Email: ogwin@gwin-engineering.com
Oklahoma CA # 7648, Expires 6/30/2018



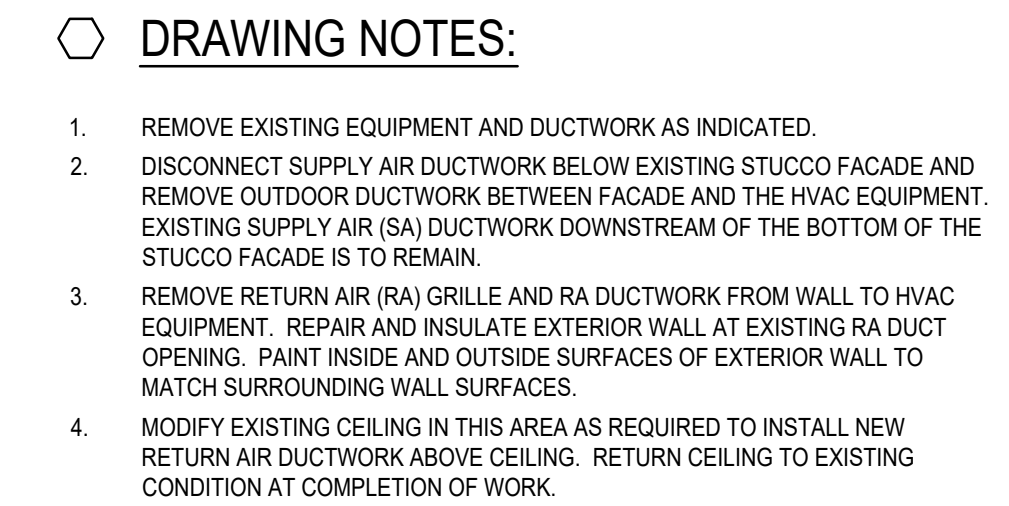
ISSUES AND REVISIONS
A 11/21/15 100% DESIGN DEVELOPMENT SET
B 01/28/17 100% CONSTRUCTION DOCUMENTS

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OG

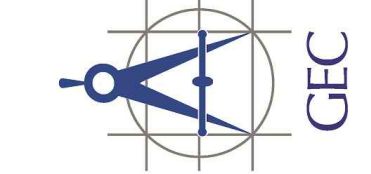
SHAWNEE CONFERENCE CENTER RETROFIT
CITY OF SHAWNEE
1700 W INDEPENDENCE ST., SHAWNEE, OK 74804

DRAWING TITLE
MECH DEMO LOWER
FLOOR PLAN - NORTH
DATE
12/19/16
PROJECT NUMBER

DRAWING NUMBER
M1.01
3 OF 13



**Gwin Engineering
Consultants, LLC**
1445 Greenbriar Drive, Norman, OK 73072
Phone: (405) 850-0205
Email: cgwin@gwin-engineering.com
Oklahoma CA # 7649; Expires 6/30/2018

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OG

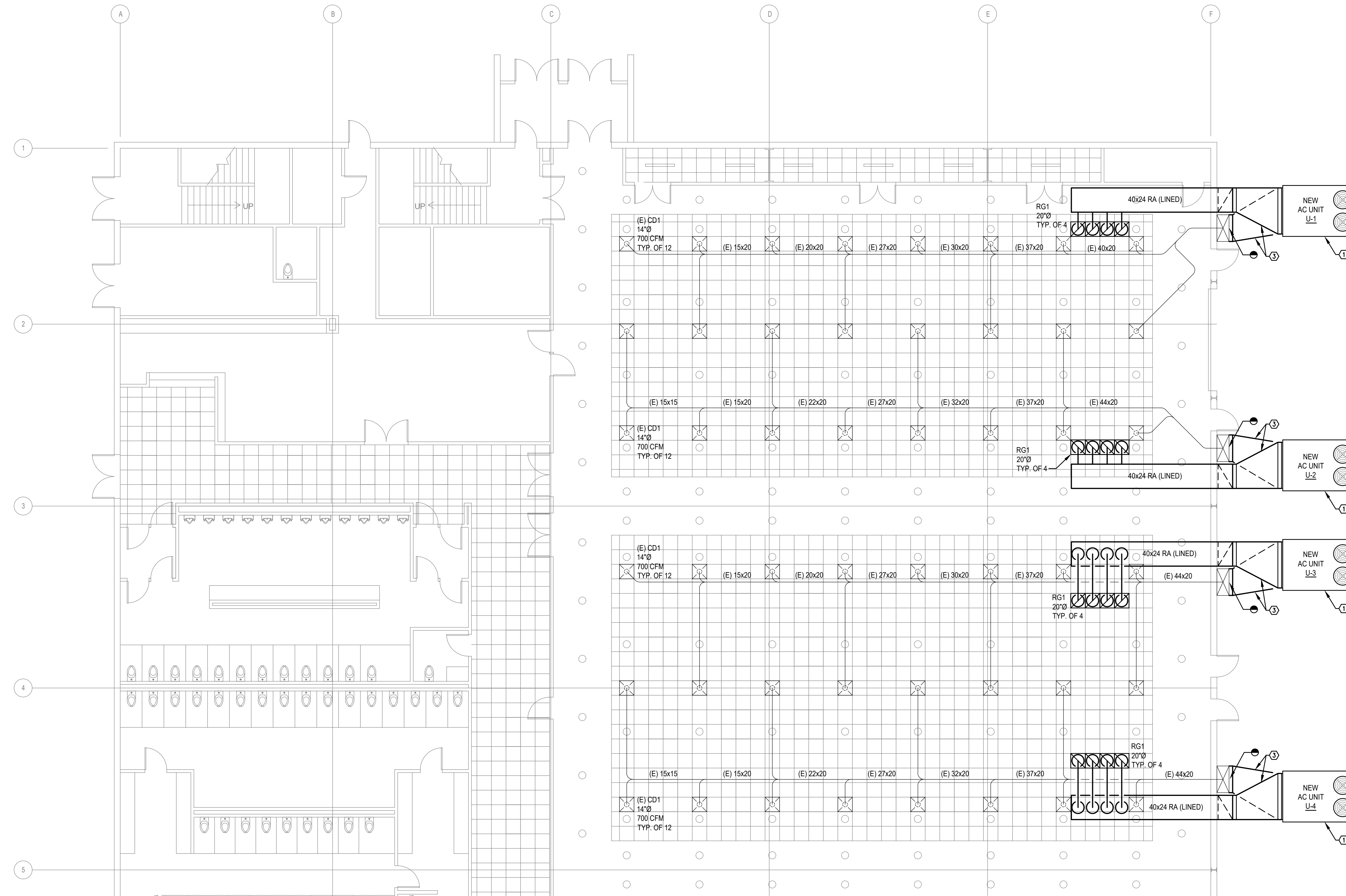
**SHAWNEE CONFERENCE CENTER RETROFIT
CITY OF SHAWNEE**

1700 W INDEPENDENCE ST, SHAWNEE, OK 74804

DRAWING TITLE	MECH DEMO LOWER FLOOR PLAN - SOUTH
DATE	12/19/16
PROJECT NUMBER	
DRAWING NUMBER	

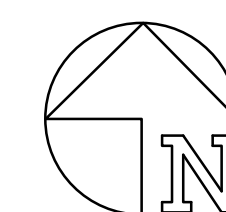
M1.02

4 OF 13



DRAWING NOTES:

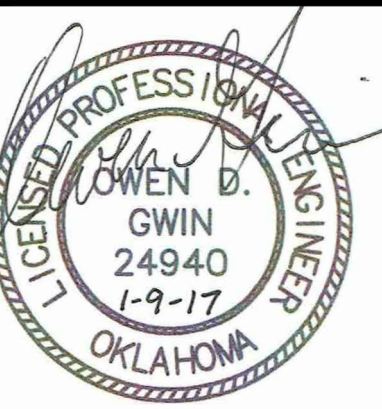
1. NEW PACKAGED HVAC UNIT ON HORIZONTAL ADAPTOR CURB. SEE DETAIL 1/M6.01 AND EQUIPMENT SCHEDULE ON SHEET M6.01.
2. NEW PACKAGED HVAC UNIT ON NEW 6" TALL CONCRETE EQUIPMENT PAD ON GRADE. SEE DETAIL 2/M6.01 AND EQUIPMENT SCHEDULE ON SHEET M6.01.
3. NEW INTERNALLY LINED, WEATHERPROOF DUCTWORK BETWEEN HVAC EQUIPMENT CURB AND BUILDING.



MECHANICAL LOWER FLOOR PLAN - NORTH

SCALE: 1/8" = 1'-0"

Gwin Engineering Consultants, LLC
1445 Greenbriar Drive, Norman, OK 73072
Phone: (405) 850-0205
Email: ogwin@gwin-engineering.com
Oklahoma CA # 7648 Expires 6/30/2018



ISSUES AND REVISIONS
A 12/19/16 100% DESIGN DEVELOPMENT SET
B 01/27/17 100% CONSTRUCTION DOCUMENTS

DESIGNED BY OG
DRAWN BY EG
CHECKED BY OG

**SHAWNEE CONFERENCE CENTER RETROFIT
CITY OF SHAWNEE**
1700 W INDEPENDENCE ST, SHAWNEE, OK 74804

DRAWING TITLE
MECHANICAL LOWER
FLOOR PLAN - NORTH

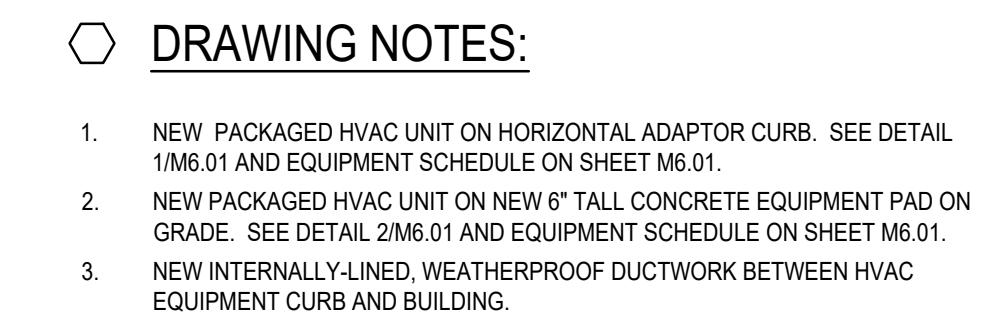
DATE
12/19/16

PROJECT NUMBER

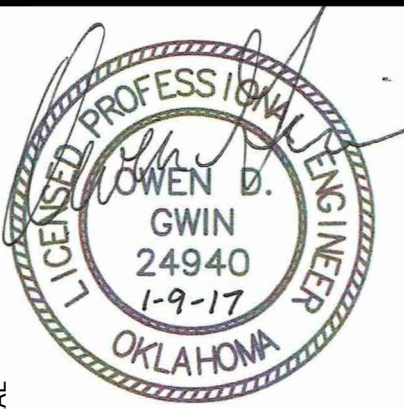
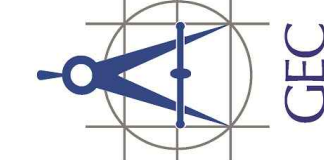
DRAWING NUMBER

M2.01

5 OF 13



Gwin Engineering Consultants, LLC
1445 Greenbriar Drive, Norman, OK 73072
Phone: (405) 850-0205
Email: cgwin@gwin-engineering.com
Oklahoma CA # 7649; Expires 6/30/2018

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OG

DRAWN BY
EG

CHECKED BY
OG

**SHAWNEE CONFERENCE CENTER RETROFIT
CITY OF SHAWNEE**

1700 W INDEPENDENCE ST, SHAWNEE, OK 74804

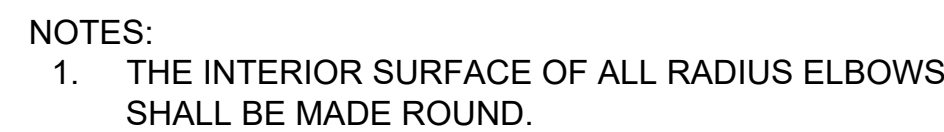
DRAWING TITLE

MECHANICAL LOWER
FLOOR PLAN - SOUTH

DATE 12/19/16

DRAWING NUMBER

M2.02



6 TYPICAL RADIUS ELBOW DETAIL
SCALE: NTS



1. PROVIDE FACTORY 100% OA ECONOMIZER WITH ENTHALPY CONTROL AND BAROMETRIC RELIEF.
2. PROVIDE CONDENSING COIL HAIL GARD AND HINGED ACCESS PANELS.
3. PROVIDE FLEXIBLE DUCT CONNECTION FOR SUPPLY AND RETURN DUCTS.
4. PROVIDE 2" DEEP CONDENSATE TRAP AT UNIT DRAIN CONNECTION. ROUTE AS INDICATED ON PLANS AND PER IMC.
5. PROVIDE INTERNALLY-INSULATED HORIZONTAL DISCHARGE ADAPTOR CURB BELOW UNIT.
6. PROVIDE 6" TALL CONCRETE EQUIPMENT PAD BELOW UNIT. PAD DIMENSIONS SHALL BE 12" WIDER AND LONGER THAN EQUIPMENT.
7. PROVIDE UNIT WITH FACTORY CONTROLS SET FOR SINGLE ZONE VAV COOLING AND STAGED GAS HEAT. PROVIDE WALL-MOUNTED REMOTE ROOM TEMPERATURE SENSOR.
8. PROVIDE CO2 DEMAND CONTROL VENTILATION WITH MINIMUM AND MAXIMUM OA INDICATED IN SCHEDULE. CO2 SENSOR SHALL BE MOUNTED IN RETURN DUCT.
9. PROVIDE RETURN AIR SMOKE DETECTOR WIRED FOR UNIT SHUTDOWN.
10. PROVIDE FACTORY-INSTALLED UNIT POWER DISCONNECT AND POWERED 115V CONVENIENCE OUTLET.
11. PROVIDE SINGLE-ZONE VAV CONTROL TO VARY FAN SPEED BASED ON SPACE COOLING/HEATING REQUIREMENTS.

NOTES:

1. PROVIDE SUBMITALS FOR REVIEW AND APPROVAL BEFORE PROCEEDING WITH NEW WORK.
2. REFER TO ARCHITECTURAL DRAWINGS FOR FINAL COORDINATION OF BORDER TYPE.
3. PROVIDE 12" HIGH SHEET METAL PLENUM BEHIND GRILLE FOR DUCT CONNECTION. PAINT INSIDE OF PLENUM FLAT BLACK.

MECHANICAL SPECIFICATIONS

PART 1 - GENERAL

A. INTENT

The intent of this section is to cover Basic Mechanical Requirements specifically applicable to Mechanical sections, including HVAC and plumbing.

B. GENERAL REQUIREMENTS

Visit the building site prior to bidding, examine all existing conditions, and verify all dimensions. No extras will be awarded after the contract is signed if conflicts or obstructions between new work and existing construction are not reported.

Work installed by this Contractor which interferes with or affects the existing structures shall be changed as directed and all costs incident to such changes shall be paid by this Contractor.

Any existing condition uncovered during the construction process which, by generally accepted construction practices, should be remedied, should be brought to the attention of the architect immediately and in writing.

Specific locations, mounting heights and overall dimensions of devices and fixtures are to be obtained from the architectural details when available and from site data.

All work of this contract shall be done neatly and proficiently and only by workers skilled in their particular craft.

Except where modified by specific notation to the contrary, it shall be understood that the indication and/or description of any item in the drawings, specifications, or both carries with it the instruction to furnish and install the item, regardless of whether or not this instruction is explicitly stated as part of the indication or description.

All work shall be done during normal working hours.

C. SCOPE OF WORK

Provide all materials, labor, equipment and services necessary for the installation of all systems as indicated on the drawings.

D. CONTRACT DRAWINGS

The contract drawings for the work are diagrammatic, intended to convey the scope of work and indicate the general arrangement and approximate location of equipment and piping, the contractor shall be responsible for checking and verifying all conditions and dimensions. Do not scale drawings.

Drawing Definitions: Where the term "provide" is used, this shall mean furnish and install, complete and ready for the intended use. "Furnish" means supply and deliver to the Project site, ready for unloading, unpacking, assembly, and installation. "Install" describes the operations at the Project site including the actual assembly, erection, anchoring, and all similar operations.

Provide any offsets, fittings, etc., necessary for the complete installation of all work of this contract. Provide any accessories required for the complete installation and operation of all systems.

Include all costs to make any alterations and offsets of materials, pipe, conduits, etc., and of equipment as necessary to avoid installation conflicts with existing work.

The drawings and specifications are complementary and any work and material required by the drawings and not mentioned in the specifications or vice versa, shall be executed as if same were both specified and shown.

Any questions or conflict between drawings and specifications, shall be referred to the Engineer.

The Engineer reserves the right to require any and or all Contractors to make minor changes in arrangements at no additional cost to the Owner.

E. CODES, STANDARDS AND TESTS

All systems and components shall be installed in accordance with all state, county and local codes and regulations.

All tests shall be performed in accordance with state, county, local, Owner's and engineer's requirements.

F. PERMITS

The Contractor is responsible for applying for all required permits and paying for all permit, inspection, licensing, and service fees to authorities having jurisdiction over the work. The Contractor is responsible for arranging for all inspection visits.

G. COORDINATION

Perform work under this contract in close harmony with other contractors so completed work shall present a neat and workmanlike installation. The mechanical contractor shall consult the plans of all other trades in all instances before installing his work so that their installations will not interfere with other disciplines. In the event of a conflict, this contractor shall report to the Owner's Representative at once and do no further work until a satisfactory arrangement is decided upon. Any work done, or equipment placed in position by this contractor, creating a conflict in violation hereof, shall be readjusted to the satisfaction of the Owner's Representative at the expense of the contractor. The decision of the Owner's Representative shall be final in regard to changes due to conflicting conditions.

H. SUBMITTALS

Submit to engineer/architect six (6) copies of certified shop drawings, descriptive data, diagrams and specifications on all specified materials and equipment for review in ample time before manufacturers are authorized to make shipment. The information submitted shall be prepared and arranged in a format which will permit easy identification and comparison by the engineer/architect of specified equipment. It shall be the responsibility of the Contractor to furnish any additional copies (showing architect/engineer stamp and comments) as necessary for suppliers and/or building officials.

The make, type and finish of all materials, equipment and apparatus shall be approved by the engineer/architect in writing before the Contractor installs it. Any substitution for any specified equipment or material shall first be approved by the engineer/architect in writing.

Submit typewritten schedule showing all electrical characteristics and requirements for all electrically operated equipment. The schedule shall be used by the electrical Contractor from which he will prepare his work.

Shop drawings shall include, but are not limited to the following: make, model number, dimensions, electrical characteristics (rating). Shop drawings shall bear name of project and location.

Any changes to items specified must be submitted as a substitution with complete documentation of price differential and equipment details.

I. RECORD DRAWINGS

Contractor shall keep at least one set of colored corrected shop and design drawings at the site. Drawings shall be current, denoting approved modifications and installed departure.

All utilities which are installed below grade or concealed within walls shall be dimensionally located on the record drawings.

J. OWNER FURNISHED EQUIPMENT

All equipment that is furnished by the Owner is assigned to the Contractor that is designated to install the equipment as though the Contractor furnished the equipment itself. The Contractor is responsible for all aspects of the equipment including verifying the order, coordinating and accepting delivery, rigging, installation, start-up coordination, warranty repairs, collection and submittal of equipment manuals, and all other activities associated with the equipment unless specifically indicated otherwise. Refer to the pre-purchase specifications or order forms used by the Owner to select the equipment for any features included with each piece of equipment.

K. CUTTING AND PATCHING

This Contractor is responsible for any cutting, patching, painting, supports, and roofing as required to complete work indicated on drawings. Restoration shall be handled in a manner acceptable to the engineer/architect. All floor or fire wall penetrators are to be firestopped. Use Dow Corning 3-6548 silicone RTV foam or approved equal.

Repair adjacent construction and finishes in ceilings, walls, floors or partitions that have been damaged during demolition or created during extension of work. Repair all penetrations in fire rated ceilings, walls, floors or partitions to the original fire ratings using approved fire stop materials.

L. PREPARATION

Coordinate the installation of equipment with the schedules of other trades to prevent unnecessary delays in the total project.

M. EQUIPMENT VERIFICATION

Verify all equipment ratings, connections and locations with installing Contractor before installation.

This Contractor shall verify that all equipment furnished will properly fit in the space provided, that it will function properly, and that all parts of equipment requiring service are readily accessible.

N. CLEANING / DEBRIS REMOVAL

This Contractor shall remove from the premises all accumulation of dirt, debris, waste materials and rubbish caused by his employees or work, at least once a week, except that combustible materials shall be removed daily.

Clean equipment to remove foreign objects and markings. Touch up paint as required. The Contractor is responsible for any damages caused by work of his trade.

O. SUBSTITUTIONS

Certain makes of materials and equipment are specified and drawings are detailed according to this material. Contractor shall base his bid on furnishing and installing the specified make and model or the "equivalent" model of another of the specified manufacturers which meets all the qualifications of the specified items.

"Equivalent" materials and equipment are those of manufacturer which meet the same standards of performance, have equal or better materials of construction, and equal or better maintenance characteristics. All equivalents must fit the space provided in the building structure. Where the use of equivalents results in changes, this Contractor shall be responsible for such changes and any costs resulting from them.

If the Contractor intends to use equipment or materials not specified, he must receive written approval from the engineer/architect prior to the award of the contract. This prior approval only permits submittal of a particular manufacturer's equipment in general. The specified item to be used must again be submitted for final review as specified under "shop drawings."

P. DEMOLITION

Maintain service to other parts of the building during demolition.

Coordinate all demolition work with the new work of all other trades.

Patch all holes in floors and ceiling resulting from the demolition which will not be used for the new work with the material to match the existing finish and fire rating.

Turn over to the Owner all removed equipment that the Owner wishes to keep. Properly dispose of all remaining equipment according to all regulatory agency requirements.

All changes or code corrections that are required to existing mechanical work not noted on the contract documents must be submitted to the engineer for approval, prior to commencing work.

Q. PROTECTION OF BUILDING COMPONENTS

Provide protection from damage of any kind to the existing facility during all phases of this project.

R. CONTRACTOR USE OF PREMISES

Limit use of premises to allow Owner and tenant occupancy, work by others and Owner, and comfort conditions to be maintained in the occupied spaces during normal business hours.

S. WARRANTY

This Contractor shall provide a written warranty of all work done under this contract for a period of one year from date of substantial completion. The Contractor shall, at his own expense, remedy any defects due to faulty materials and/or workmanship and pay any damage to other work resulting from such defects and/or the remedying thereof, which shall appear within the warranty period.

All materials shall be free of defects or errors which would result in poor application or cause defects in workmanship.

T. PROJECT CLOSEOUT

Furnish three final copies of installation and maintenance manuals, warranties, and other submittal data indicated for inclusion. Bind in 3-ring binders with tabs for each division or major piece of equipment. Include wiring diagrams, parts listings, and other manufacturer's information.

Submit a certificate of final inspection and approval. Submit release of liens for all subcontractors and suppliers. Submit record drawings.

Final payment will not be approved until all closeout items are received.

U. REFERENCES

Where applicable, the following standards shall apply to materials, equipment, and workmanship provided to meet these specifications:

ASME Sec. 9 - Welding and Brazing Qualifications.

ASME B16.3 - Malleable Iron Threaded Fittings Class 150 and 300.

ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.

ASME B31.5 - Refrigeration Piping.

ASTM A53 - Pipe, Steel, Black and Hot-Dipped, Zinc Coated Welded and Seamless (GR. B - seamless).

ASTM A120 - Pipe, Steel, Black and Hot-Dipped Zinc Coated (Galvanized), Welded and Seamless, for Ordinary Uses.

AWS A5.8 - Brazing Filler Metal.

MSS SP68 - Pipe Hangers and Supports - Materials, Design and Manufacture.

MSS SP69 - Pipe Hangers and Supports - Selection and Application.

MSS SP89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

AFBMA 9, 11 - Load Ratings and Fatigue Life for Ball and Roller Bearings.

IEEE 112 - Test Procedure for Polyphase Induction Motors.

NEMA MG1 - Motors and Generators.

NFPA 70 - National Electric Code.

ASTM E84 - Flame Spread/Smoke Developed Rating.

ARI 270 - Sound Rating of Outdoor Unitary Equipment.

ARI 365 - Commercial and Industrial Unitary Air Conditioning Condensing Units.

ASHRAE 14 - Methods for Testing and Rating Positive Displacement Condensing Units.

ASHRAE 15 - Safety Code for Mechanical Refrigeration.

NEMA 250 - Enclosure for Electrical Equipment.

UL 207 - Refrigerant Containing Components and Accessories.

AMCA 210 - Laboratory Methods for Testing Fans for Rating Purposes.

AMCA 300 - Test Code for Sound Rating Air Moving Devices.

AMCA 500 - Test Method for Louvers, Dampers, and Shutters.

ARI 410 - Forced Circulation Air-Cooling and Heating Coils.

ARI 430 - Central Station Air Handling Units.

SMACNA - HVAC Duct Construction Standards - Metal and Flexible.

UL 900 - Test Performance of Air Filter Units.

UL 705 - Power Ventilators.

ARI 650 - Air Outlets and Inlets.

ASHRAE 70 - Method of Testing for Rating the Air Flow Performance of Outlets and Inlets.

NFPA 90A - Installation of Air Conditioning and Ventilation Systems.

PART 2 - PRODUCTS

A. EQUIPMENT

All equipment shall be as specified on the drawings and in the schedules. Provisions for substitutions are listed in Part 1.

B. IDENTIFICATION

All equipment shall be identified with laminated three-layer plastic engraved plastic nameplates with black letters on white background. Nameplates will be mechanically fastened to the equipment. Glued application is not acceptable.

C. DUCTWORK

All ductwork shall be fabricated and installed to SMACNA HVAC Duct Construction Standards, Metal and Flexible", first edition, 1985, (2" positive or negative construction, seal class "B").

Fiberglass ductboard is not acceptable.

D. DUCTWORK ACCESSORIES

1. Air inlets and outlets

Titus, Anemostat, Price or approved equal.

2. Flexible ducts

Class I, helical wound steel with vinyl coating meeting UL Standard 181 and NFPA 90A for flexible ducts. Factory insulate with 1.5" insulation with vapor barrier maximum of 5' straight length (no bends). Gentflex, Durodyne, Thermaflex or equal.

3. Flexible connectors

Neoprene coated fabric mechanical fastened to sheet metal connections. Install minimum 6" long. Durodyne or equal.

4. Fire Dampers

Fire dampers shall be curtain type dampers of galvanized steel with interlocking blades with blades out of airstream. Dampers shall be fabricated in accordance with NFPA 90A and bear the UL 555 label. See drawings and schedules for sizes and accessories. Ruskin or equal.

5. Access Doors

Access doors shall be fabricated in accordance with SMACNA standards and shall be insulated where installed in lined ductwork. Durodyne, Ventfabrics or equal.

6. Spin-in collars

Spin-in collars shall be factory fabricated sheet metal construction with spin-in type connection and manual volume damper. Durodyne or equal.

7. Duct-mounted smoke detectors are to be provided and wired by E.C. Installed by HVAC contractor.

E. DUCTWORK INSULATION

1. Duct Wrap

Flexible, glass duct insulation shall have a "K" value of 0.29 at 75 degrees F 1.0 lb/cu ft density and FSK vapor barrier jacket. Manville, Owens Corning or equal.

2. Duct Liner

Flexible, glass duct liner shall have a "K" value of 0.28 at 75 degrees F, 1.5 lb/cu ft density of maximum 4000 ft/min air velocity. Manville, Owens Corning or equal.

Liner shall be adhered to the duct per SMACNA standards utilizing adhesive and mechanical liner fasteners.

3. Schedule

Ductwork	Thickness	Type	Finish
Supply Air Duct Above Clg	2"	Wrap	FSK
Exterior Supply & Return Air Ducts	2"	Liner	Lined
Return Air Duct Above Clg	2"	Liner	Lined

F. TEMPERATURE CONTROLS

Provide all necessary components including programmable thermostats, wiring and devices to provide complete control of the HVAC equipment.

PART 3 - EXECUTION

A. SCHEDULING OF WORK

Work is to be scheduled with Owner's representative and all other trades to accommodate occupancy dates and to expedite the timely completion of the project. Any utility outages or work which interferes with use of facility must be scheduled 24 hours in advance.

Coordinate the installation with all conditions and the work of other Contractors. The Contractor shall incur all costs for relocation of equipment conflicting with existing equipment or new work by other disciplines.

Trenching, saw cutting, coring, or other structural modifications shall not be performed without notification of the Owner and careful field verification by the Contractor to insure that no adverse effect to the building's structural integrity will occur.

Ceiling mounted sprinkler, lighting, and electrical requirements take precedence over ceiling mounted mechanical requirements. See reflected ceiling plans for ceiling grid and lighting layout for coordination of final diffuser locations.

B. DUCT TESTING AND CLEANING

Clean duct system and force air at high velocity through duct to remove accumulated dust.

C. DUCTWORK AND EQUIPMENT INSTALLATION

Perform all cutting, patching and repairing required for the installation of the mechanical systems unless otherwise noted on the drawings.

All systems and equipment shall be installed in accordance with all state and local codes, ANSI B31.9 Building Service Piping and all additional standards as listed.

Install all equipment and products in accordance with manufacturer's recommendations.

Limit flex duct runs to a maximum of five feet. Elbows must have a minimum bending radius equal to 1.5 times the flex duct diameter. If a tighter radius is required, use hard duct.

Provide hand dampers in duct take-offs to all supply diffusers, exhaust grilles, and registers, regardless of whether shown on drawings or specified as part of the diffuser, grille or register. Install dampers a minimum of two duct widths from duct take-off.

Install ducts and all accessories in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, 1995.

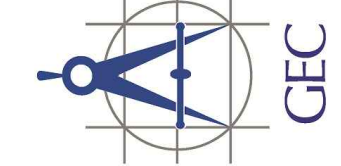
Provide all sleeves, caulking and sealants as required for the installation of ductwork and equipment.

Provide duct access door at each fire damper, locate such that fire dampers can be re-set easily. For fire dampers in floors, provide duct access door just above the floor penetration.

END OF SECTION

Gwin Engineering Consultants, LLC

1445 Greenbriar Drive, Norman, OK 73072
Phone: (405) 850-0205
Email: ogwin@gwin-engineering.com
Oklahoma CA # 7048: Expires 6/30/2018



SEAL

ISSUES AND REVISIONS
A. 11/21/17 100% DESIGN DEVELOPMENT SET
B. 01/29/17 100% CONSTRUCTION DOCUMENTS

DESIGNED BY
OG
DRAWN BY
EG
CHECKED BY
OG

SHAWNEE CONFERENCE CENTER RETROFIT
CITY OF SHAWNEE

1700 W INDEPENDENCE ST., SHAWNEE, OK 74804

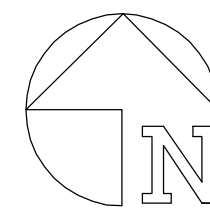
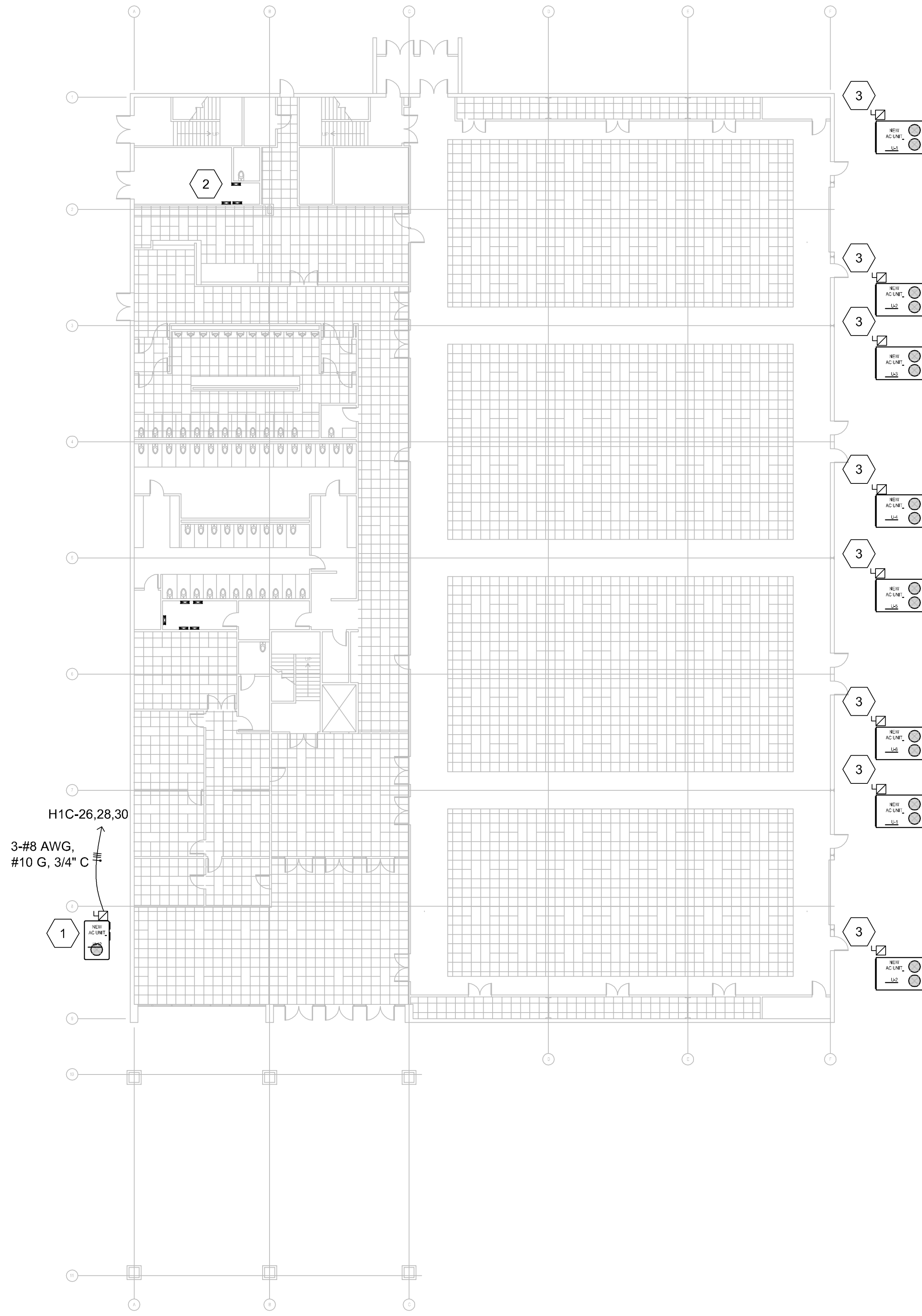
DRAWING TITLE
MECHANICAL SPECIFICATIONS

DATE
12/19/16
PROJECT NUMBER

DRAWING NUMBER

M7.01

8 OF 13



POWER LOWER FLOOR PLAN

SCALE: 1/16" = 1'-0"



DRAWING NOTES

1. NEW PACKAGED COOLING UNIT, NEMA 3R 30A FUSED DISCONNECT, FUSE AT 30A. POWER FROM EXISTING PANEL H1A
2. EXISTING PANEL H1A. FEED NEW COOLING UNIT FROM SPARE 30A CIRCUIT BREAKER IN SPACES 26,28,30.
3. REPLACEMENT HVAC PACKAGED UNIT. DISCONNECT EXISTING UNITS AND PRESERVE WIRING FOR REUSE. NEMA TYPE 3R FUSED DISCONNECT, FUSE AT 60A, CONNECT TO EXISTING WIRING & CONDUIT FROM PANEL H1M WITH "SEAL-TITE" FLEXIBLE CONDUIT. UNITS SHALL HAVE INSTALLED, INTERNALLY FED CONVENIENCE OUTLET. COORDINATE WITH MECHANICAL PLANS.

Gwin Engineering Consultants, LLC
1445 Greenbriar Drive, Norman, OK 73072
Phone: (405) 850-0205
Email: ogwin@gwin-engineering.com
Oklahoma CA # 7649; Expires 6/30/2018



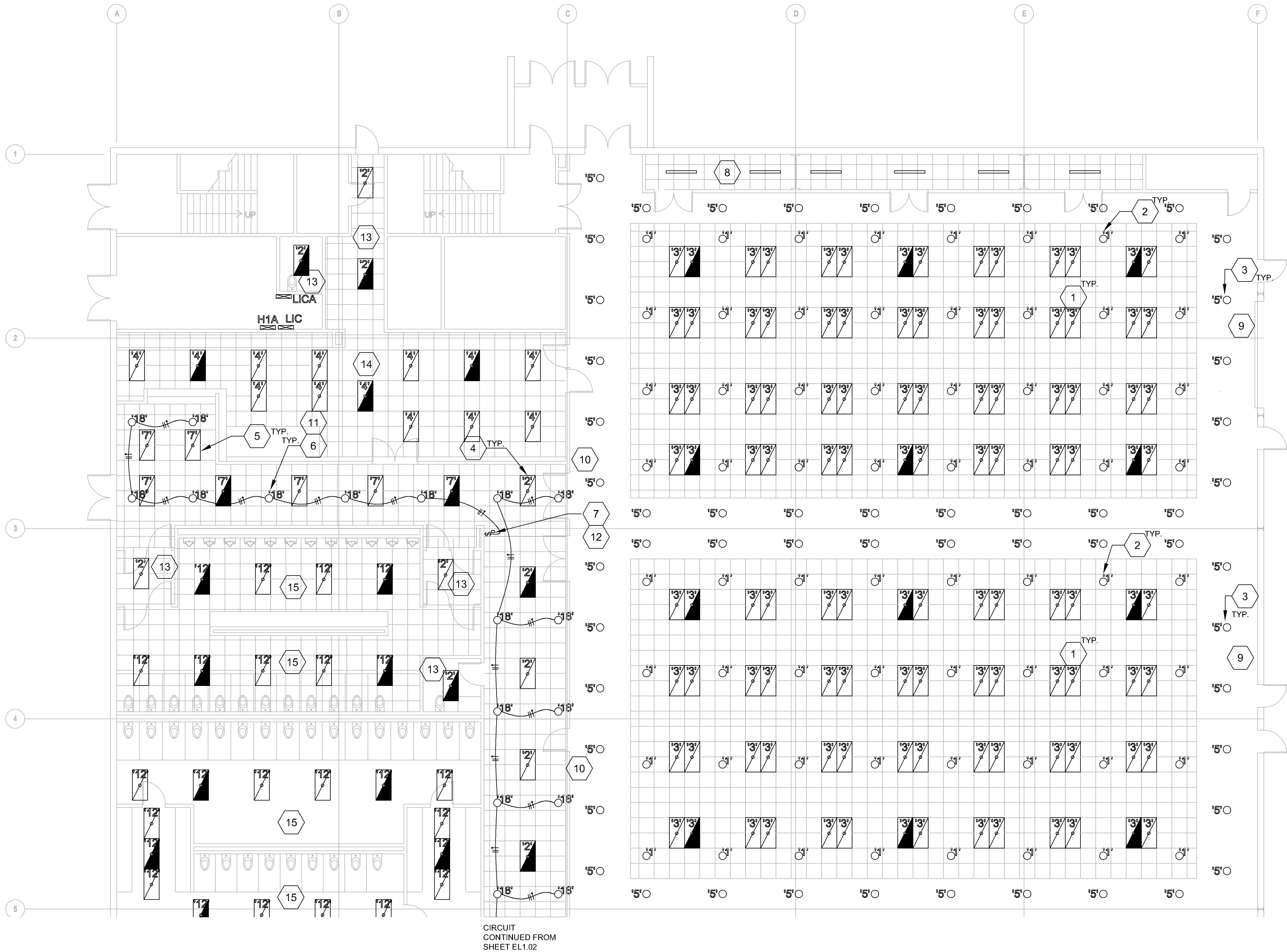
REVISIONS AND REVISIONS
1. 12/19/16 50% DESIGN DEVELOPMENT SET
2. 01/19/17 100% CONSTRUCTION DOCUMENTS

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FR
DRAWN BY
FR
CHECKED BY
FR

**SHAWNEE CONFERENCE CENTER RETROFIT
CITY OF SHAWNEE**
1700 W INDEPENDENCE ST, SHAWNEE, OK 74804

DRAWING TITLE
ELECTRICAL LOWER
FLOOR PLAN
DATE
12/19/16
PROJECT NUMBER
DRAWING NUMBER

EP1.01
10 OF 13



LIGHTING LOWER FLOOR PLAN - NORTH
SCALE: 1/8" = 1'-0"

TYPE	ORIG FIXTURE (FROM SCHEDULE, NOT FIELD VERIFIED)	NEW FIXTURE - ALL "OR EQUIVALENT"	DESCRIPTION	LUMENS/VOLTS	COMMENTS
1	GOETHAM EQ--5AC-P3-TRW	GE RC640830WSDCLWT1VPH	6" DOWNLIGHT	4000LM/120	LED RETROFIT. LUTRON GRAFIX COMPATIBLE PHASE CONTROL DIMMING
2	LITHONIA 2SPG-232A12125-277-GEB10	*LED LIVING TECH G2CLA-24-4-D-40-1K-24	2X4 LENSED	3700LM/277	LED RETROFIT
3	LITHONIA 2SPG-332A12125-277-GEB10	*LED LIVING TECH G2CLA-30-8-D-40-1K-24	2X4 LENSED	4800LM/277	LED RETROFIT. SPECIFY TWO DRIVERS FOR 1/3-2/3 STEP-DIMMING
4	LITHONIA 2SPG-432A12125-277-GEB10	*LED LIVING TECH G2CLA-45-8-D-40-1K-24	2X4 LENSED	7000LM/277	LED RETROFIT
5	GOETHAM EQ--A-6AR-TRW	GE RC610830WSDCLWT1VPH	6" DOWNLIGHT	1000LM/120	LED RETROFIT. LUTRON GRAFIX COMPATIBLE PHASE CONTROL DIMMING
7	LITHONIA 2SPG-332A12125-277-GEB10	*LED LIVING TECH G2CLA-30-8-D-40-1K-24	2X4 LENSED	4800LM/277	LED RETROFIT
9	GOETHAM AF-70M6AR-277-TRW-QRS	GE RC620830WSDCLWT2VPH	6" DOWNLIGHT	2000LM/277	LED RETROFIT
12	LITHONIA 2SPF-432A12125-277-GEB10	*LED LIVING TECH G2CLA-45-8-D-40-1K-24	2X4 LENSED	7000LM/277	LED RETROFIT
18	-	EATON LU68 D010TR EU68102080 30 6LB SW	6" DOWNLIGHT	2000LM/277	LINE VOLTAGE DIMMING
18 ALT	-	EATON LU68 DLE EU68102080 30 6LB SW	6" DOWNLIGHT	2000LM/277	ECOSYSTEM DIMMING

*INSTALL EMERGENCY BATTERY PACK EM10 IN FIXTURE TYPES 2, 3, 4, 7 & 12 WHERE INDICATED AS EMERGENCY ON PRINTS.

1 LIGHT FIXTURE SCHEDULE
NTS

GENERAL NOTES

- A. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXACT NUMBER AND LOCATION OF THE EXISTING LIGHT FIXTURES TO BE UPGRADED.
B. EMERGENCY FIXTURE LOCATIONS ARE TAKEN FROM RECORD DRAWING. CONTRACTOR IS TO VERIFY NUMBER AND LOCATION OF THE EMERGENCY FIXTURE REPLACEMENT.

DRAWING NOTES

1. EXISTING FIXTURE - REPLACE ALL IN CONFERENCE ROOM WITH NEW TYPE 3 FIXTURE. CONNECT STEP DIMMING DRIVER TO EXISTING 1/3-2/3 WIRING.
2. EXISTING FIXTURE - REPLACE ALL IN ROOM WITH NEW TYPE 1 FIXTURE.
3. EXISTING FIXTURE - REPLACE ALL IN ROOM WITH NEW TYPE 5 FIXTURE.
4. EXISTING FIXTURE - REPLACE ALL IN CORRIDOR WITH NEW TYPE 2 FIXTURE.
5. EXISTING FIXTURE - REPLACE ALL IN CORRIDOR WITH NEW TYPE 7 FIXTURE.
6. INSTALL NEW TYPE 18 FIXTURE. POWER FROM EXISTING 277V CIRCUIT ON ADJACENT LAY-IN FIXTURE.
7. INSTALL NEW LINE VOLTAGE DIMMER, LEVITON RENOIR AWSMT-MBW OR EQUIVALENT. INSTALL ADJACENT TO EXISTING SWITCHES.

ALTERNATE 1 IS TO REPLACE THE OBSOLETE GRAFIX 5000 PROCESSOR, AND WALL CONTROLLERS WITH LUTRON QUANTUM SERIES DEVICES, AND INSTALL AN ECOSYSTEM LOOP TO CONTROL THE NEW DOWNLIGHTING IN THE CORRIDOR AND LOBBY AREAS.

8. ALTERNATE 1- EXISTING LUTRON GRAFIX 5000 LIGHTING CONTROL SYSTEM PROCESSOR PANEL. REPLACE AND UPGRADE TO LUTRON QUANTUM HUB QP2-IP2CSE-120. REPLACE EXISTING CIRCUIT SELECTOR BOARD IN SECOND FLOOR (NOT SHOWN ON THIS DRAWING) THREE GP DIMMING PANELS AND ONE XP SWITCHING PANEL WITH NEW REP-2LINKS BOARD.

9. ALTERNATE 1- REPLACE EXISTING '50' WALL STATIONS WITH NEW QUANTUM UNITS QSW52-5BRLL. PROGRAM SAME FUNCTIONALITY AS EXISTING SYSTEM.

10. ALTERNATE 1- NEW QUANTUM WALL STATIONS QSW52-5BRLL ALLOWING CONTROL OF LIGHTING FROM ENTRANCE, PROGRAM SIMILAR FUNCTIONS TO EXISTING. COORDINATE EXACT LOCATION WITH OWNER.

11. ALTERNATE 1- INSTALL ALT 1 ECOSYSTEM FIXTURE 18. INTERCONNECT FIXTURES WITH PLENUM RATED CAT 5 CABLEING LOOP. CONNECT TO NEW QUANTUM HUB. ADJUST WIRING SHOWN IN BASE TO SUIT.

12. ALTERNATE 1- NEW QUANTUM WALL STATIONS QSW52-5BRLL IN PLACE OF BASE LINE VOLTAGE DIMMER. CONNECT TO ECOSYSTEM LOOP ABOVE.

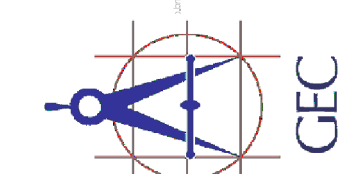
ALTERNATE 2 IS TO EXTEND THE LIGHTING LED UPGRADE TO THE KITCHEN, BATHROOM AND OFFICE AREAS

13. ALTERNATE 2- REPLACE FIXTURES IN THIS ROOM WITH NEW TYPE 2 FIXTURE

14. ALTERNATE 2- REPLACE FIXTURES IN THIS ROOM WITH NEW TYPE 4 FIXTURE

15. ALTERNATE 2- REPLACE FIXTURES IN THIS ROOM WITH NEW TYPE 12 FIXTURE

Gwin Engineering Consultants, LLC



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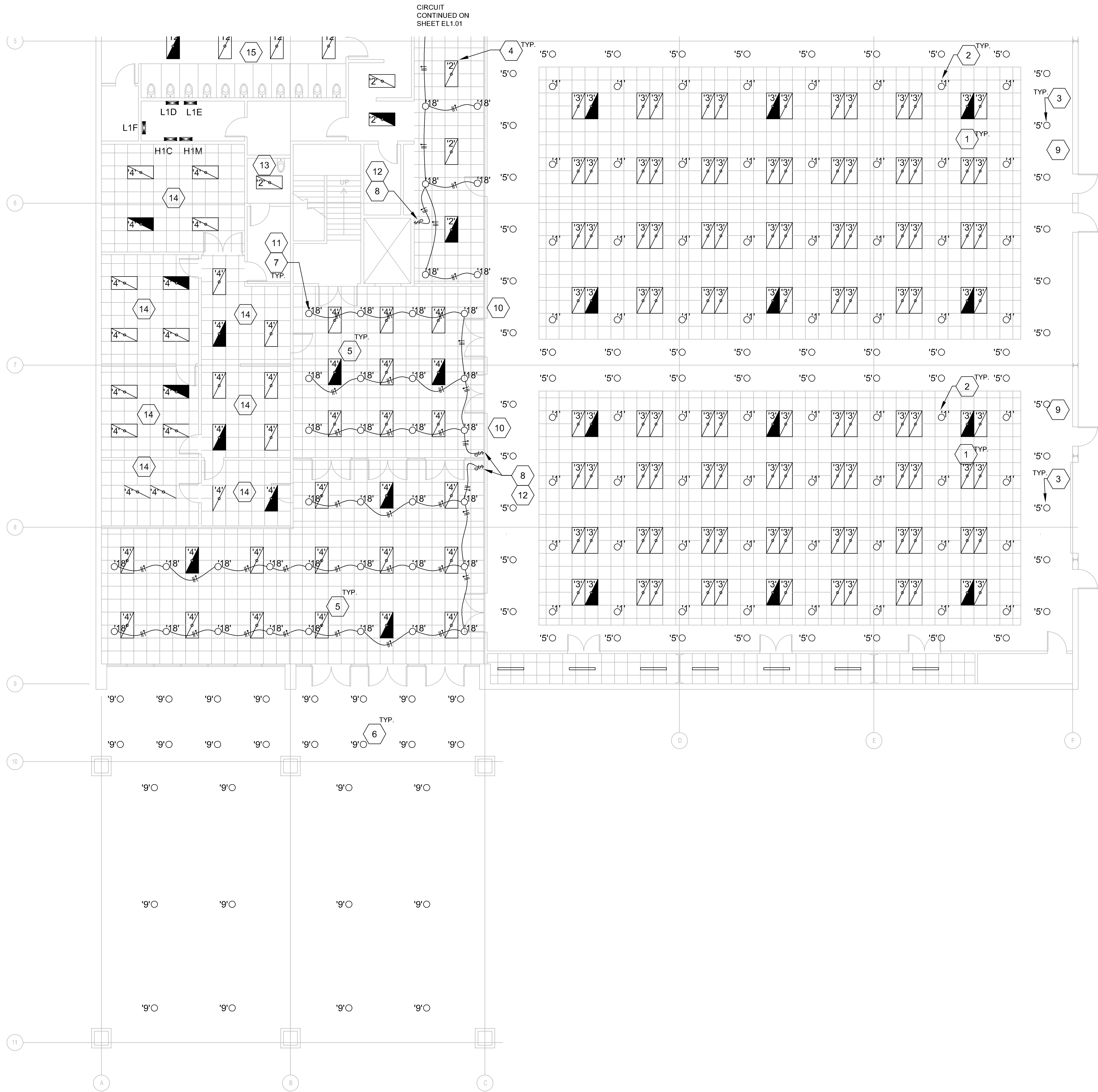
**SHAWNEE CONFERENCE CENTER RETROFIT
CITY OF SHAWNEE**

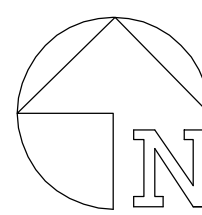
1700 W INDEPENDENCE ST, SHAWNEE, OK 74804

DRAWING TITLE
LIGHTING LOWER
FLOOR PLAN NORTH
DATE
12/19/16
PROJECT NUMBER
DRAWING NUMBER

EL1.02

11 OF 13



 **LIGHTING LOWER FLOOR PLAN - SOUTH**
SCALE: 1/8" = 1'-0"

GENERAL NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXACT NUMBER AND LOCATION OF THE EXISTING LIGHT FIXTURES TO BE UPGRADED.
- EMERGENCY FIXTURE LOCATIONS ARE TAKEN FROM RECORD DRAWING. CONTRACTOR IS TO VERIFY NUMBER AND LOCATION OF THE EMERGENCY FIXTURE REPLACEMENT.

DRAWING NOTES

- EXISTING FIXTURE - REPLACE ALL IN CONFERENCE ROOM WITH NEW TYPE 3 FIXTURE. CONNECT STEP DIMMING DRIVER TO EXISTING 1/3-2/3 WIRING
- EXISTING FIXTURE - REPLACE ALL IN ROOM WITH NEW TYPE 1 FIXTURE.
- EXISTING FIXTURE - REPLACE ALL IN ROOM WITH NEW TYPE 5 FIXTURE.
- EXISTING FIXTURE - REPLACE ALL IN CORRIDOR WITH NEW TYPE 2 FIXTURE
- EXISTING FIXTURE - REPLACE ALL IN LOBBY AREA WITH NEW TYPE 4 FIXTURE.
- EXISTING FIXTURE - REPLACE ALL IN CANOPY WITH NEW TYPE 9 FIXTURE.
- INSTALL NEW TYPE 18 FIXTURE. POWER FROM EXISTING 277V CIRCUIT ON ADJACENT LAY-IN FIXTURE.
- INSTALL NEW LINE VOLTAGE DIMMER, LEVITON RENIOR AWSMT-MBW OR EQUIVALENT. INSTALL ADJACENT TO EXISTING SWITCHES

ALTERNATE 1 IS TO REPLACE THE OBSOLETE GRAFIX 5000 PROCESSOR, AND WALL CONTROLLERS WITH LUTRON QUANTUM SERIES DEVICES, AND INSTALL AN ECOSYSTEM LOOP TO CONTROL THE NEW DOWNLIGHTING IN THE CORRIDOR AND LOBBY AREAS.

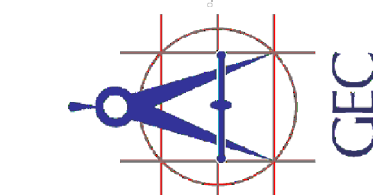
- ALTERNATE 1 - REPLACE EXISTING 'S' WALL STATIONS WITH NEW QUANTUM UNITS QSW52-5BRLL. PROGRAM SAME FUNCTIONALITY AS EXISTING SYSTEM.
- ALTERNATE 1 - NEW QUANTUM WALL STATIONS QSW52-6BRLL ALLOWING CONTROL OF LIGHTING FROM ENTRANCE. PROGRAM SIMILAR FUNCTIONS TO EXISTING. COORDINATE EXACT LOCATION WITH OWNER.

- ALTERNATE 1 - INSTALL ALT 1 ECOSYSTEM FIXTURE 18. INTERCONNECT FIXTURES WITH PLENUM RATED CAT 5 CABLING LOOP. CONNECT TO NEW QUANTUM HUB (SEE SHEET EL1.01)
- ALTERNATE 1 - NEW QUANTUM WALL STATIONS QSW52-6BRLL IN PLACE OF BASE LINE VOLTAGE DIMMER. CONNECT TO ECOSYSTEM LOOP ABOVE.

ALTERNATE 2 IS TO EXTEND THE LIGHTING LED UPGRADE TO THE KITCHEN, BATHROOM AND OFFICE AREAS

- ALTERNATE 2 - REPLACE FIXTURES IN THIS ROOM WITH NEW TYPE 2 FIXTURE
- ALTERNATE 2 - REPLACE FIXTURES IN THIS ROOM WITH NEW TYPE 4 FIXTURE
- ALTERNATE 2 - REPLACE FIXTURES IN THIS ROOM WITH NEW TYPE 12 FIXTURE

**Gwin Engineering
Consultants, LLC**



1445 Greenbriar Drive, Norman, OK 73072
Phone: (405) 850-0205
Email: ogwin@gwin-engineering.com
Oklahoma CA # 7649; Expires 6/30/2018



SEAL

REVISIONS AND REVISIONS
A 12/19/16 50% DESIGN DEVELOPMENT SET
B 01/09/17 100% CONSTRUCTION DOCUMENTS

DESIGNED BY
FR
DRAWN BY
FR
CHECKED BY
FR

**SHAWNEE CONFERENCE CENTER RETROFIT
CITY OF SHAWNEE**

1700 W INDEPENDENCE ST, SHAWNEE, OK 74804

DRAWING TITLE
LIGHTING LOWER FLOOR PLAN SOUTH
DATE
12/19/16
PROJECT NUMBER
DRAWING NUMBER

EL1.02

12 OF 13

Regular Board of Commissioners

1. g.

Meeting Date: 01/17/2017

AT&T Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to execute and agreement for telephone service with A.T. & T.

Attachments

AT&T Agreement

City of Shawnee

Memorandum



To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager *D.L.*
From: Donald D. Lynch, Emergency Management Director
Date: January 11, 2017
Re: Request to Authorize Staff to Execute an Agreement for Phone Service

NATURE OF THE REQUEST:

I am writing to request your approval for staff to execute the attached agreement with A.T. & T. for telephone service for City Offices.

STAFF ANALYSIS/ CONSIDERATIONS:

A.T. & T. is terminating their Plexar service, which is how voice calls are delivered to City Hall, the Annex Building, the Public Works Service Center, Shawnee Splash, and the CDBG Office Building.

We have consulted with A.T. & T. about replacement solutions and have determined that A.T. & T. business Voice-Over-Internet Protocol (VOIP) solution called IP Flexible Reach would provide an appropriate level of service.

A.T. & T.'s IP Flexible Reach service is more reliable than our existing service. With the Flexible Reach service, we will have 50M of dedicated bandwidth service managed through an A.T. & T. premise-based firewall capable of delivering 23 concurrent voice calls handing them off to our internal VOIP phone switch.

As the City of Shawnee upgrades our internal IT networks in the future, we can also upgrade the existing "Plain Old Telephone Service (POTS)" lines serving our remote facilities utilizing the Flexible Reach service and our internal VOIP phone switch resulting in additional savings.

The attached agreement has been reviewed by the City Attorney and is approved as to form.

BUDGET CONSIDERATIONS:

Currently we are spending approximately \$4700 per month on our Plexar lines and PRI service with A. T. & T.

By migrating to A.T. & T.'s BVOIP, we would pay \$1672.65 per month- saving approximately \$3027.35 per month or \$36,328.20 per year.

STAFF RECOMMENDATION:

Staff recommends approval of this request.

Thank you for your favorable attention to this request.



Sales Contact Information
MERLO; JOSEPH
405-570-4192
jm843a@us.att.com

eSign Fax Cover Sheet

To: AT&T Automated Fax Handling Service

From:

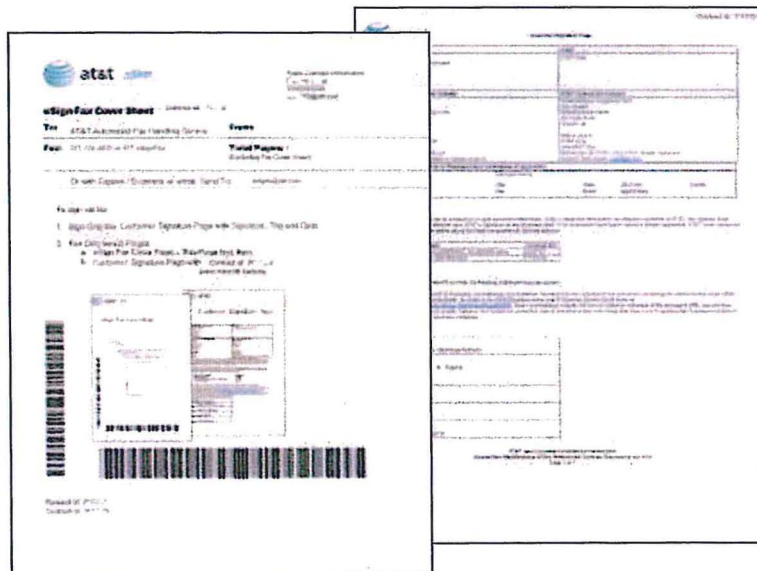
Fax: 877-374-4632 or 877-eSignFax

Total Pages: 1
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign Only the Signature Page with Signature, Title and Date.
2. Fax Only two(2) Pages:
 - a. eSign Fax Cover Page – This Page first, then,
 - b. Signature Page with Contract Id: 4962749
(see Picture below)



Request Id: 1349690
Contract Id: 4962749



Customer Signature Page

Customer CITY OF SHAWNEE Street Address: 16 W 9th St City: SHAWNEE State/Province: OK Zip Code: 74801-7678 Country: USA	AT&T AT&T Corp.			
Customer Contact (for notices) Name: Donald Lynch Title: EM Director Street Address: 16 W 9th St City: SHAWNEE State/Province: OK Zip Code: 74801-7678 Country: US Telephone: (405) 878-1643 Fax: Email: dlynch@shawneeok.org Customer Account Number or Master Account:	AT&T Contact (for notices) Street Address: 111 DEAN A MCGEE AVE 1050 City: OKLAHOMA CITY State/Province: OK Zip Code: 73102 Country: US With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com			
AT&T Solution Provider or Representative Information (if applicable)				
Name:	Company Name:			
Agent Street Address:	City:	State:	Zip Code:	Country:
Telephone:	Fax:	Email:	Agent Code:	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Each document will become effective upon AT&T's Signature on the document itself. If the documents listed below include a Master Agreement, AT&T must countersign such Master Agreement before any of the listed documents will become effective.

Documents Appended:	Contract IDs:
MSA UA III CONTRACT ID 4962773.pdf	4962773
AT&T Secure Network Gateway CONTRACT ID 4962781.pdf	4962781
AT&T IP FLEXIBLE REACH PRICING SCHEDULE Contract ID 4962747_v1.pdf	4962747
AT&T MANAGED INTERNET SERVICE PRICING SCHEDULE Contract ID 4962748_v1.pdf	4962748

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Customer (by its authorized representative)
By:
Name:
Title:
Date:

ATTEST: _____

Lisa Lasyone, Deputy City Clerk

Approved As To Form By:

Joe Vorndran
City Attorney



AT&T MA Reference No.

MASTER AGREEMENT

Customer	AT&T
City of Shawnee Street Address: 16 W 9 th St City: Shawnee State/Province: OK Zip Code: 74801 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Donald Lynch Title: EM Director Street Address: 16 W 9 th St City: Shawnee State/Province: OK Zip Code: 74801 Country: USA Telephone: 4058781643 Fax: Email: DLynch@shawneeok.org	Street Address: 111 Dean A McGee Ave City: Oklahoma City State/Province: OK Zip Code: 73102 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 4962749</i>	By:
Name:	Name:
Title:	Title:
Date:	Date:

MASTER AGREEMENT

1. INTRODUCTION

1.1 Overview of Documents. This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 Priority of Documents. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 Revisions to Documents. Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 Execution by Affiliates. An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 Services. AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 AT&T Equipment. Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 Purchased Equipment. Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 License and Other Terms. Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 Access Right. Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T

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reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 Resale of Services. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 Billing. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 Credit Terms. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 MARC. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the

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MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 Confidential Information. Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 Obligations. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 Exceptions. The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 Privacy. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

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- (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 AT&T's Obligations. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 Customer's Obligations. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel

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reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or

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(ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.
- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

8.5. **Non-Appropriations of Funding.**

If Customer is a government agency dependent entirely on government funding, by executing this Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to use reasonable efforts to obtain all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the applicable Minimum Payment Period. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the Termination Charges set forth in section 8 (Suspension and Termination) upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services under this section. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Agreement under this section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Minimum Payment Period for such Service(s).

9. **IMPORT/EXPORT CONTROL**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. **MISCELLANEOUS PROVISIONS**

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 **Assignment and Subcontracting.**

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and

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obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 Injunctive Relief. Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 Legal Action. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 Notices. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 Governing Law. This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 Compliance with Laws. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 No Third Party Beneficiaries. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 Survival. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 Agreement Language. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

MASTER AGREEMENT

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



Sales Contact Information
MERLO; JOSEPH
405-570-4192
jm843a@us.att.com

eSign Fax Cover Sheet

Contract Id: 4955606

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

Total Pages: 8
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 4955606
 - II. All Pages stamped with Contract Id: 4955606
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1345113
Contract Id: 4955606



AT&T MA Reference No. TBD

**AT&T SECURE NETWORK GATEWAY SERVICES
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

Customer	AT&T
CITY OF SHAWNEE 16 W 9th St SHAWNEE OK 74801 United States of America	AT&T Corp
Customer Contact (for Notices)	AT&T Contact (for Notices) ☐ Primary AT&T Contact
Name: Donald Lynch Title: Director PO BOX 1448 SHAWNEE OK 74802 United States of America Telephone: 4058781678 Fax: Email: DLynch@shawneeok.org Customer Account Number or Master Account Number: TBD	Name: Joseph Merlo 111 Dean A McGee Ave Oklahoma City OK 73102 United States of America Telephone: 4055704192 Fax: Email: jm843a@att.com Sales/Branch Manager: Jeffrey Welham SCVP Name: Sales Strata: National Business Market Sales Region: United States <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Telephone Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 4962749</i>	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

1. SERVICES

AT&T Managed Security Services (MSS)	Service Publication Location
AT&T Premises-Based Firewall Service as described in this Pricing Schedule in Exhibit J	http://serviceguidenew.att.com/sg_flashPlayerPage/MSS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	First day of first full billing cycle following implementation of this Pricing Schedule in AT&T's billing system
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
Pricing Schedule Term Automatic Extension for AT&T Premises-Based Firewall Service	One 12-Month automatic extension unless either party provides the other written notice at least thirty (30) days before the expiration of the then current Pricing Schedule Term. Minimum Payment Period applies during the Automatic Extension.

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period†	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

†Termination Charges will be based on the net change in monthly service fees if Customer downgrades a Service Component.
*Does not apply if Customer terminates a Service within thirty (30) calendar days after the date that same Service is first provisioned and made available for use.

4. NOTIFICATION PERIOD

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

5. ADDITIONAL TERMS AND CONDITIONS

5.1. Compliance with Laws

When using the Service, Customer is responsible for, designs and sets all filtering and interception policies (Security Policies). AT&T undertakes only to implement the Security Policies. As between AT&T and Customer, Customer is solely responsible for obtaining and complying with the authorizations, licenses and permissions required by law for use of the Service and to notify and obtain consents from end users for implementation of the Security Policies regarding interception and/or monitoring of communications, including email and Internet use. Customer agrees to and to secure end-user agreement to provide reasonable cooperation with AT&T in connection with responses to requests or requirements of a regulator, authority or other competent governmental body concerning the Service.

5.2. Taxes

AT&T intends to charge and collect taxes based on the delivery of any Third Party Software, Maintenance, and AT&T Services to the address provided above for Customer. For the avoidance of doubt, Customer acknowledges and agrees that it will be responsible for all taxes (including associated interest and penalties) arising from or relating to any distribution or delivery of any Third Party Software, Maintenance, or AT&T Services by Customer to (or otherwise any use by) any [affiliate] or [end user] of Customer.

5.3. Country Currency for the Bundle: USD

5.4. Additional Bundle Discount

The Bundled Discount applies to Monthly Recurring Charges only and requires purchase of at least two (2) Services under this Pricing Schedule.

5.5. Abbreviations

For purposes of this Pricing Schedule Monthly Recurring Charge shall be referred to as MRC and Non-Recurring Charge shall be referred to as NRC.

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE
EXHIBIT J**

6. AT&T PREMISES-BASED FIREWALL SERVICE RATES

6.1. Service Components

Service Component (per seat)	Undiscounted MRC	Discount	Discounted MRC	Additional Bundle Discount	MRC after Bundle Discount
AT&T Premises-Based Firewall - Check Point					
AT&T Premises-Based Firewall - Check Point 2205 SA	\$900.00	10%	\$810.0000	8%	\$745.2000
AT&T Premises-Based Firewall - Check Point 4407 SA	\$1,680.00	10%	\$1,512.0000	8%	\$1,391.0400
AT&T Premises-Based Firewall - Check Point 4607 SA	\$2,200.00	10%	\$1,980.0000	8%	\$1,821.6000
AT&T Premises-Based Firewall - Check Point 4807 SA	\$3,000.00	10%	\$2,700.0000	8%	\$2,484.0000
AT&T Premises-Based Firewall - Check Point 2205 HA	\$1,650.00	10%	\$1,485.0000	8%	\$1,366.2000
AT&T Premises-Based Firewall - Check Point 4407 HA	\$2,680.00	10%	\$2,412.0000	8%	\$2,219.0400
AT&T Premises-Based Firewall - Check Point 4607 HA	\$3,500.00	10%	\$3,150.0000	8%	\$2,898.0000
AT&T Premises-Based Firewall - Check Point 4807 HA	\$4,800.00	10%	\$4,320.0000	8%	\$3,974.4000
AT&T Premises-Based Firewall - UTM - Juniper					
AT&T Premises-Based Firewall - UTM - Juniper SRX220 SA	\$730.00	10%	\$657.0000	8%	\$604.4400
AT&T Premises-Based Firewall - UTM - Juniper SRX240 SA	\$1,330.00	10%	\$1,197.0000	8%	\$1,101.2400
AT&T Premises-Based Firewall - UTM - Juniper SRX650 SA	\$3,200.00	10%	\$2,880.0000	8%	\$2,649.6000
AT&T Premises-Based Firewall - UTM - Juniper SRX1400 SA	\$3,550.00	10%	\$3,195.0000	8%	\$2,939.4000
AT&T Premises-Based Firewall - UTM - Juniper SRX220 HA	\$1,380.00	10%	\$1,242.0000	8%	\$1,142.6400
AT&T Premises-Based Firewall - UTM - Juniper SRX240 HA	\$2,280.00	10%	\$2,052.0000	8%	\$1,887.8400
AT&T Premises-Based Firewall - UTM - Juniper SRX650 HA	\$5,880.00	10%	\$5,292.0000	8%	\$4,868.6400
AT&T Premises-Based Firewall - UTM - Juniper SRX1400 HA	\$6,600.00	10%	\$5,940.0000	8%	\$5,464.8000
AT&T Premises-Based Firewall - Juniper					
AT&T Premises-Based Firewall - Juniper SRX220 SA	\$500.00	10%	\$450.0000	8%	\$414.0000
AT&T Premises-Based Firewall - Juniper SRX240 SA	\$1,050.00	10%	\$945.0000	8%	\$869.4000
AT&T Premises-Based Firewall - Juniper SRX650 SA	\$2,050.00	10%	\$1,845.0000	8%	\$1,697.4000
AT&T Premises-Based Firewall - Juniper SRX1400 SA	\$2,800.00	10%	\$2,520.0000	8%	\$2,318.4000
AT&T Premises-Based Firewall - Juniper SRX220 HA	\$1,100.00	10%	\$990.0000	8%	\$910.8000
AT&T Premises-Based Firewall - Juniper SRX240 HA	\$1,750.00	10%	\$1,575.0000	8%	\$1,449.0000
AT&T Premises-Based Firewall - Juniper SRX650 HA	\$3,550.00	10%	\$3,195.0000	8%	\$2,939.4000
AT&T Premises-Based Firewall - Juniper SRX1400 HA	\$5,050.00	10%	\$4,545.0000	8%	\$4,181.4000
AT&T Premises-Based Firewall - Small Business - Fortinet					
AT&T Premises-Based Firewall - Small Business - Fortinet Essential	\$225.00	20%	\$180.0000	8%	\$165.6000
AT&T Premises-Based Firewall - Small Business - Fortinet Standard	\$375.00	20%	\$300.0000	8%	\$276.0000
AT&T Premises-Based Firewall - Small Business - Fortinet Premium	\$625.00	20%	\$500.0000	8%	\$460.0000

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE
EXHIBIT J**

AT&T Premises-Based Firewall - Small Business - Fortinet Option					
AT&T Premises-Based Firewall - Small Business - Fortinet Option VPN	\$99,999,999.99	0%	\$99,999,999.9900	8%	\$91,999,999.9908
AT&T Premises-Based Firewall - Option - ASI					
AT&T Premises-Based Firewall - Option - ASI ASI	\$320.00	10%	\$288.0000	8%	\$264.9600
AT&T Premises-Based Firewall - Option - S2S S2S	\$100.00	10%	\$90.0000	8%	\$82.8000
AT&T Premises-Based Firewall - Option - C2S C2S	\$40.00	10%	\$36.0000	8%	\$33.1200
AT&T Premises-Based Firewall - Option - CXE CXE	\$240.00	10%	\$216.0000	8%	\$198.7200
AT&T Premises-Based Firewall - UTM - Option - ASI					
AT&T Premises-Based Firewall - UTM - Option - ASI ASI	\$320.00	10%	\$288.0000	8%	\$264.9600
AT&T Premises-Based Firewall - UTM - Option - S2S S2S	\$100.00	10%	\$90.0000	8%	\$82.8000
AT&T Premises-Based Firewall - UTM - Option - C2S C2S	\$40.00	10%	\$36.0000	8%	\$33.1200
AT&T Premises-Based Firewall - UTM - Option - CXE CXE	\$240.00	10%	\$216.0000	8%	\$198.7200
AT&T Premises-Based Firewall - UTM - Option - URL URL	\$160.00	10%	\$144.0000	8%	\$132.4800
AT&T Premises-Based Firewall - UTM - Option - AV AV	\$160.00	10%	\$144.0000	8%	\$132.4800
AT&T Premises-Based Firewall - UTM - Option - IDPS IDPS	\$680.00	10%	\$612.0000	8%	\$563.0400

6.2. Non-Recurring Charges

Set Up Activity	Undiscounted NRC	Discount	Discounted NRC
AT&T Premises-Based Firewall - Check Point - setup			
AT&T Premises-Based Firewall - Check Point - setup 2205 SA	\$4,950.00	100%	\$0.0000
AT&T Premises-Based Firewall - Check Point - setup 4407 SA	\$5,830.00	100%	\$0.0000
AT&T Premises-Based Firewall - Check Point - setup 4607 SA	\$6,350.00	100%	\$0.0000
AT&T Premises-Based Firewall - Check Point - setup 4807 SA	\$6,630.00	100%	\$0.0000
AT&T Premises-Based Firewall - Check Point - setup 2205 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - Check Point - setup 4407 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - Check Point - setup 4607 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - Check Point - setup 4807 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup			
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX220 SA	\$6,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX240 SA	\$6,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX650 SA	\$6,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX1400 SA	\$6,000.00	100%	\$0.0000

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE
EXHIBIT J**

Set Up Activity	Undiscounted NRC	Discount	Discounted NRC
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX220 HA	\$8,800.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX240 HA	\$8,800.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX650 HA	\$8,800.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX1400 HA	\$8,800.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup			
AT&T Premises-Based Firewall - Juniper - setup SRX220 SA	\$4,950.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup SRX240 SA	\$5,830.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup SRX650 SA	\$6,350.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup SRX1400 SA	\$6,630.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup SRX220 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup SRX240 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup SRX650 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup SRX1400 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - Small Business - Fortinet - setup			
AT&T Premises-Based Firewall - Small Business - Fortinet - setup Standard	\$0.00	0%	\$0.0000
AT&T Premises-Based Firewall - Small Business - Fortinet - setup Premium	\$0.00	0%	\$0.0000
AT&T Premises-Based Firewall - Small Business - Onsite Install - setup			
AT&T Premises-Based Firewall - Small Business - Onsite Install - setup Install	\$550.00	0%	\$550.0000
AT&T Premises-Based Firewall - Small Business - Consult Hours - setup Hours	\$250.00	0%	\$250.0000
AT&T Premises-Based Firewall - Small Business - Fortinet Option - setup			
AT&T Premises-Based Firewall - Small Business - Fortinet Option - setup VPN	\$99,999,999.99	100%	\$0.0000
AT&T Premises-Based Firewall - Option - ASI - setup			
AT&T Premises-Based Firewall - Option - ASI - setup ASI	\$2,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - Option - S2S - setup S2S	\$540.00	100%	\$0.0000
AT&T Premises-Based Firewall - Option - C2S - setup C2S	\$670.00	100%	\$0.0000

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE
EXHIBIT J**

Set Up Activity	Undiscounted NRC	Discount	Discounted NRC
AT&T Premises-Based Firewall - Option - CXE - setup CXE	\$2,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Option - ASI - setup			
AT&T Premises-Based Firewall - UTM - Option - ASI - setup ASI	\$2,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Option - S2S - setup S2S	\$540.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Option - C2S - setup C2S	\$670.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Option - CXE - setup CXE	\$2,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Option - URL - setup URL	\$340.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Option - AV - setup AV	\$340.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Option - IDPS - setup IDPS	\$940.00	100%	\$0.0000

AT&T SECURE NETWORK GATEWAY SERVICE
 AT&T MANAGED SECURITY SERVICES
 AT&T CLOUD WEB SECURITY SERVICES
 PRICING SCHEDULE

7. CUSTOMER'S INITIAL ORDER

This section describes the services the customer has ordered as of the pricing schedule effective date at the prices set forth in previous sections

7.1. AT&T PREMISES-BASED FIREWALL SERVICE

7.1.1. Recurring Features

Service Component (per seat)	Quantity
Small Business - Fortinet	
AT&T Premises-Based Firewall - Small Business - Fortinet	1

8. Summary of Charges for Initial Order

Service	Monthly Recurring Charges less Discount*	Non-Recurring Charges less Discount
AT&T Premises-Based Firewall Service	\$500.00	\$550.00

*Charges do not reflect the SNG bundle discount, if applicable



**AT&T IP FLEXIBLE REACH
PRICING SCHEDULE**

Customer	AT&T
CITY OF SHAWNEE Street Address: 16 W 9th St City: SHAWNEE State/Province : OK Zip Code: 74801-7678 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices ☐ Primary AT&T Contact
Name: Donald Lynch Title: EM Director Street Address: 16 W 9th St City: SHAWNEE State/Province: OK Zip Code: 74801-7678 Country: United States Telephone: (405) 878-1643 Fax: Email: dlynch@shawneeok.org Customer Account Number or Master Account Number: 1-4IQ974	Name: JASON GILBERT Street Address: 111 DEAN A MCGEE AVE 1050 City: OKLAHOMA CITY State/Province: OK Zip Code: 73102 Country: United States Telephone: 4056592446 Fax: 4052366259 Email: jg5854@us.att.com Sales/Branch Manager: WELHAM JEFFREY SCVP Name: WELHAM JEFFREY Sales Strata: Retail Sales Region: USA <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning (i) the circumstances under which, and (ii) the non-US countries in which, emergency calling (including **but not limited to E911 service or its equivalent in other countries**) is not or may not be available, as stated and identified in the AT&T Business Voice over IP Services Service Guide found in the SG Library at <http://serviceguidenew.att.com>. Such circumstances include, but are not limited to, relocation of the User's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. For additional Most of World advisories, see section "Additional Terms," sub-heading "Emergency Calling Most of World".

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 4962749</i>	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

Page 1
ASAP!

AT&T MA Reference No. TBD
AT&T PS Contract ID. BVP1573637

AT&T IP FLEXIBLE REACH PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T IP FLEXIBLE REACH	http://serviceguidenew.att.com/sq_flashPlayerPage/BVOIP

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MARC

MARC under this Pricing Schedule	None
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4. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

5. ADDITIONAL TERMS AND CONDITIONS

5.1 Emergency Calling Most of World

Emergency Calling Most of World

At or before Service activation at a Most of World Site with outbound BVoIP calling, Customer certifies it has and agrees to continuously keep individual business lines and other appropriate facilities with a local service provider or other provider capable of, and responsible for, providing Customer access to three-digit emergency dialing services, if AT&T does not provide emergency dialing service and for as long as AT&T provides outbound BVoIP service to that Site. Customer is responsible to ensure that all calls to these emergency dialing service numbers are routed over appropriate facilities to ensure completion provided by that local service provider, or other provider. Customer agrees to indemnify and defend AT&T from and against any and all third-party claims and related loss, liability, damage and expense, arising from Customer's failure to perform Customer's obligations outlined in this Section. AT&T's provisioning of outbound BVoIP service is conditioned upon Customer's full compliance with these obligations, and failure to do so is a material breach of this Agreement. For country-specific E911 advisories and limitations see Attachment A to this Pricing Schedule, if applicable.

5.2 White Pages, Yellow Pages, Directory Assistance

AT&T and Customer Confidential Information

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ASAP!

AT&T MA Reference No. TBD
AT&T PS Contract ID. BVP1573637

**AT&T IP FLEXIBLE REACH
PRICING SCHEDULE**

White Pages, Yellow Pages and Directory Assistance database listings are subject to (1) rules, regulations, guidelines and requirements of Business Directory Publishers and Directory Assistance providers, including but not limited to AT&T Affiliates, relating to the information which may, may not or must be included in listings, and (2) federal, state and local laws, ordinances and regulations, including those relating to deceptive practices and deceptive advertising. Customer (not AT&T) is solely responsible for complying with (1) and (2). If Customer supplies information to AT&T that, according to the Business Directory Publisher or Directory Assistance provider or otherwise, violates (1) or does or may violate (2), Customer understands that its listing information may, without advance notice, be rejected or removed from White Pages, Yellow Pages and Directory Assistance databases, and Customer will indemnify and hold AT&T and its Affiliates harmless from any and all losses, liability, damages, fines, claims, costs or expenses (including attorneys' fees) of any kind, suffered by AT&T, by any AT&T Affiliate, by Customer or by any third party as a result of Customer's breach of its obligation.

6. RATES

Discounts are applied to the applicable Service Publication rates.

AT&T and Customer Confidential Information

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AT&T MA Reference No. TBD
AT&T PS Contract ID. BVP1573637

**AT&T IP FLEXIBLE REACH
PRICING SCHEDULE**

7. DISCOUNTS

MRC=Monthly Recurring Charge

NRC= Non-Recurring Charge

7.1 US DISCOUNTS

I. Common Billable Elements

Table A: Common Billable Elements (apply regardless of Underlying Transport Service)		
Item	Type of Charge	Element Discount
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	20.0 %
Non-US Terminated Off-Net Calling Charge - fixed	Per Usage	20.0 %
Non-US Terminated Off-Net Calling Charge - mobile	Per Usage	20.0 %

II. Calling Plan Discounts

Table C: Calling Plan C (IP Local and IP Long Distance Bundle)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	100.0 %	Not available
Calling Plan Charge	MRC, per Concurrent Call	81.0 %	N/A
Telephone Number Charge	MRC, per Number	100.0 %	Not available

III. Underlying Transport Services Support Charges

Table A: VoIP Module Charges (apply only if AT&T MIS is the Underlying Transport Service, and Customer is using a TDM PBX)		
Item	Type of Charge	Element Discount
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	100.0 %

This is the last page of the Pricing Document.

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Customer	AT&T
CITY OF SHAWNEE Street Address: 16 W 9th St City: SHAWNEE State/Province : OK Zip Code: 74801-7678 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices
Name: Donald Lynch Title: EM Director Street Address: 16 W 9th St City: SHAWNEE State/Province: OK Zip Code: 74801-7678 Country: United States Telephone: (405) 878-1643 Fax: Email: dlynch@shawneeok.org Customer Account Number or Master Account Number: 1-4IQ974	☐ Primary AT&T Contact Name: JASON GILBERT Street Address: 111 DEAN A MCGEE AVE 1050 City: OKLAHOMA CITY State/Province: OK Zip Code: 73102 Country: United States Telephone: 4056592446 Fax: 4052366259 Email: jg5854@us.att.com Sales/Branch Manager: WELHAM JEFFREY SCVP Name: WELHAM JEFFREY Sales Strata: Retail Sales Region: USA <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name1: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 4962749</i>	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

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 ASAP!

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE****1. SERVICES**

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	http://serviceguidenew.att.com/sq_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sq_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
-----------------------	-----------

Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
----------------------------------	---

Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
---------------------------------------	---

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. GRANDFATHERING AND WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	List provided in the 'Withdrawal of Service Matrix' section of the General Provisions in the AT&T Business Service Guide: http://serviceguidenew.att.com/sq_flashPlayerPage/GP

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE****5. RATES (US Mainland, and HI only)****Section I: AT&T Managed Internet Service
Access Bandwidth -****Table 1: DNS Services**

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

Table 2: MIS Tele – Installation**Discount: 100.0 %**

MIS Speed	Undiscounted MIS Installation Fee	Undiscounted MIS w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500 [#]	\$1,500 ^{***}
10 Gig Ethernet* and up	\$1,500 [#]	\$1,500

* Service not available with MPLS PNT

**Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

Pricing also applies to Service locations in Alaska

Table 3: On-Site Installation**Discount: 50.0 %**

MIS Speed	Undiscounted MIS w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

* Pricing also applies to Service locations in Alaska

Table 4: Flexible Bandwidth Billing Option – Ethernet^{*}

MIS & MIS w/Managed Router Discount: 75.0 % Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 75.0 % This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth	Undiscounted MIS MRC	Undiscounted MIS w/	Undiscounted Incremental Usage Fee

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Minimum Commitment		Managed Router MRC	
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
400 Mbps	\$2,700	\$3,380	\$42.25

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

Table 5: Class Of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges

Discount: 94.0 %

Speed	Class of Service MRC *# MIS & MIS w/ Managed Router MRC
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

* Charges waived for Sites with AT&T BVoIP Service

**no real-time class available

(†) Speed not available with MPLS PNT

Pricing also applies to Service locations in Alaska

Table 6: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Charges

Discount: 94.0 %

Speed	Undiscounted MIS & MIS w Managed Router MRC *#
Up to 1.5 Mbps	\$225

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

*Charges waived for Sites with AT&T BVoIP Service

** Speed not available with MPLS PNT

Pricing also applies to Service locations in Alaska

Table 7: Class Of Service Option - Installation Fees**Discount: 100.0 %**

Class of Service Undiscounted Installation Fee*#	\$1,000
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*Charges waived for Sites with AT&T BVoIP Service

Pricing also applies to Service locations in Alaska

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE****Table 8: Local Access**

Local access prices listed below are for orders placed within 12 months of this Pricing Schedule Effective Date ("Local Access Pricing Term"). All local access orders placed after the expiration of the Local Access Pricing Term will be treated on an individual case basis, and set out in a Pricing Addendum signed by the parties or an AT&T order form signed by Customer and accepted by AT&T, as applicable.

NPA/NXX	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
405273	16 W 9TH ST, shawnee, OK, 74801, United States	MIS Ethernet Access 50 Mbps	\$0.00	\$628.00

Section II: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska

End of Document

AT&T and Customer Confidential Information

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ASAP!

Regular Board of Commissioners

1. h.

Meeting Date: 01/17/2017

Budget Amd OEM

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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)

Attachments

Budget Amd OEM

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	4102			STATE GRANT REVENUE	-	6,000.00	6,000.00
							-
				Total	-	6,000.00	

Appropriations

[illegible]

Approved by the City Commission this
01/17/2017

Explanation of Budget Amendment:

Approved:

TO AMEND BUDGET FOR GRANT MONEY RECEIVED
FROM THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT
WILL BE USED FOR VIDEO MONITORS IN THE EOC

Mayor _____

Attest:

City Clerk

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

ALBERT
FALLIN
STATE



GOVERNOR

ASHWOOD
DIRECTOR

MARY

STATE OF OKLAHOMA
DEPARTMENT OF EMERGENCY MANAGEMENT

December 5, 2016

Invoice # EMPG-16 Extra Project
Extra Project Name: 2016 Contract Adjustment

I have reviewed the fully executed agreement for the sub-grant of Emergency Management Performance Grant (EMPG) funds with

The City of Shawnee
In Care of: Pottawatomie Co/Shawnee EM
16 West 9th St. Rm 112
Shawnee, OK 74802

and do hereby find payment due in the amount of

\$6,000.00

The agreement and all reports and supporting documentation are on file at the Oklahoma Department of Emergency Management. I hereby authorize payment in the amount listed above.

Signed: _____

A handwritten signature in black ink, appearing to be "Ashwood", written over a horizontal line.

STATE DIRECTOR

Approved under provisions of PL 85-606 for reimbursement of Emergency Management Assistance expenses. {CFDA #97.042}

Enclosure: EFT Voucher or State Warrant

P.O. Box 53365, OKLAHOMA CITY, OK 73152-3365 * 2401 NORTH LINCOLN BLVD.
(WILL ROGERS BUILDING TUNNEL), OKLAHOMA CITY, OK 73105
405-521-2481; FAX 405-521-4053 * www.oem.ok.gov



Regular Board of Commissioners

1. i.

Meeting Date: 01/17/2017

Lake Lease Renewal

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewal:

RENEWAL:

Lot 23 Johnston Tract, 16504 Stevens Road

Lessee: Richard Rose

Attachments

Lake Lease Rose



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	01/03/2017	License No. #010349
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	January 17 th , 2017	
Property Address	16504 STEVENS ROAD	
Lake Site Location	LOT 23 JOHNSTON TRACT	
Lease Dates	09/07/2013 – 09/07/2043	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	RICHARD ROSE	
Address	PO BOX 1299 ARTESIA, CA 90702	
Phone	562-924-2720	
Current Lessee (Transfer From) (if applicable)		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☐ Yes ☒ No	
Type of Septic System	☐ Conventional ☐ Aerobic	
Last Inspected/Pumped	NONE - VACANT	
Misc. Comments	Total Charges Paid: \$637.00	

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# 010349**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of September 7th, 2013 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

RICHARD ROSE
of PO BOX 1299 ARTESIA CA 90702 ,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 637.00 dollars for 2013, 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:

**16504 STEVENS RD
LOT 23 JOHNSTON TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

Regular Board of Commissioners

1. j.

Meeting Date: 01/17/2017

Acknow Havens Resignation Expo Board

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Susan Havens from the Shawnee Civic and Cultural Development Authority.

Attachments

Havens Resignation

RECEIVED
DEC 21 2016
CITY CLERK

December 19, 2016

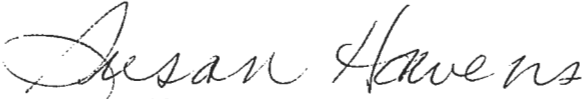
Richard Finley, Mayor
City of Shawnee

Mayor Finley,

I would like to thank you for the honor and privilege of serving on the Heart of Oklahoma Expo Center Board for the past several years. As my term ends December 31, I am choosing not to serve another term. I am requesting that you appoint someone to take my place.

I look forward to volunteering at the Expo during various events and will continue to support the Board and their decisions to make the Heart of Oklahoma Expo Center an attraction for visitors to the city of Shawnee.

Respectfully,


Susan Havens

RECEIVED
DEC 21 2016
K. QUARY

Regular Board of Commissioners

1. k.

Meeting Date: 01/17/2017

Mayor Appts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

SURA Maxwell Appl

SURA Barrett Appl

Library Lightsey Appl

EXPO Packwood Appl

SHA Hale Appl

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>JOHNIE F. MAXWELL</u>		Application Date: <u>1-5-77</u>
Address: <u>1004 N. UNION SHAWNEE, OK. 74801</u>		
Mailing Address: <u>P.O. Box 932 SHAWNEE, OK. 74802-0932</u>		
Daytime Phone: <u>615-9966</u>	Fax: <u>N/A</u>	Email: <u>N/A</u>
Profession: <u>RETIRED</u>		
Business Name: _____		
Business Address: _____		
Business Phone: _____	Fax: _____	Email: _____

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? 38

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

☐ Airport Advisory Board ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Cable TV Advisory Committee ☐ Civic and Cultural Development Authority ☐ Community Service Contracts Review Committee ☐ Economic Development Foundation, Inc. Board of Trustees ☐ Housing Authority	☐ Library Board ☐ Oklahoma Baptist University Trust Authority ☐ Planning Commission ☐ Regional Park Oversight Committee ☐ Shawnee Hospital Authority ☒ Shawnee Urban Renewal Authority ☐ Tourism Advisory Committee ☐ Traffic Commission ☐ Building Code Board of Appeals ☐ Other:
---	--

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

THIS IS AN EXCELLENT AND BENEFICIAL PROGRAM
TO AND FOR THE CITIZENS OF SHAWNEE

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 WAS IN BANKING FOR A TOTAL OF 22 + YEARS

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

NONE SINCE RETIREMENT

List education, including degree(s) earned:

HIGH SCHOOL AND ONE (1) YEAR OF COLLEGE PLUS
NUMEROUS BANKING COURSES THROUGH THE YEARS

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:

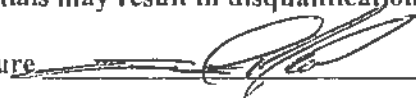
Name	Relationship	Phone Number
CLAYTON LEWIS	FRIEND	551-0983
CLINT DAWKINS	PASTOR	620-1125
LEONARD DAVIS	FRIEND	585-8190

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

1-5-17

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
878-1605 (phone)
878-1581 (fax)
dmayo@ShawneeOK.org

January 12, 2017

City of Shawnee

City Clerk's Office

I would like to serve on the SURA Board again for another term. There has not been any changes since my original application.

Sincerely,

A handwritten signature in black ink that reads "Tiffany Barrett". The signature is written in a cursive, flowing style.

Tiffany Barrett

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Tiffany Barrett</u>	Application Date: <u>1-5-2011</u>
Address: <u>1425 E Bradley St.</u>	
Mailing Address: <u>Same</u>	
Daytime Phone: <u>802-2274</u>	Fax: <u>214-0638</u> Email: <u>tiffanybarrett@yahoo.com</u>
Profession: <u>Program Coordinator Family Violence</u>	Email: <u>tbarrett@potawatomie.org</u>
Business Name: <u>Citizen Potawatomie Nation</u>	
Business Address: <u>1601 S. Gordon Cooper Dr.</u>	
Business Phone: <u>275-3176</u>	Fax: <u>214-0638</u> Email: <u>tbarrett@potawatomie.org</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? 25 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
☐ Cable TV Advisory Committee	☐ Regional Park Oversight Committee
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contracts Review Committee	☒ Shawnee Urban Renewal Authority
☐ Economic Development Foundation, Inc. Board of Trustees	☐ Tourism Advisory Committee
☐ Housing Authority	☐ Traffic Commission
	☐ Building Code Board of Appeals
	☐ Other:

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

I am interested in serving on this board to help our community. I believe that building safe decent homes is what our community needs. I have seen what is being built and I would very much like to be a part of that.

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 work with women everyday looking for housing and understand the struggles they face. I am also familiar

with working with federal grant programs. I oversee
5 in my program

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

Steering committee member with OK. Coalition Against
Domestic Violence and member of Oklahomans Against the Trafficking
of Humans

List education, including degree(s) earned:

BS in Sociology w/ counseling minor

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	Phone Number
<u>Linda Capps</u>	<u>friend</u>	<u>650-1238</u>
<u>Aline Smith</u>	<u>friend</u>	<u>273-5000</u>
<u>Judge Phil Lujan</u>	<u>friend</u>	<u>878-4831</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.

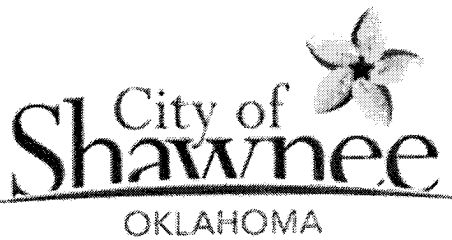
My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature Affany Barnett Date 1-6-2011

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
 878-1605 (phone)
 878-1581 (fax)
 dmayo@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

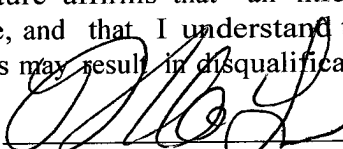
Please include up to three personal or professional references:

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



APPLICATION TO SERVE
Boards, Committees, and Commissions

Name: <u>Carl Packwood</u>	Application Date: <u>1/9/17</u>
Address: <u>1916 Brownstone Way Shawnee, OK 74804</u>	
Mailing Address: <u>Same</u>	
Daytime Phone: <u>405-642-9322</u>	Fax: <u>405-345-9466</u> Email: <u>cpack1965@spcglb.net</u>
Profession: <u>Banker</u>	
Business Name: <u>Vision Bank</u>	
Business Address: <u>4301 N Harrison Shawnee, OK 74804</u>	
Business Phone: <u>405-345-4455</u>	Fax: <u></u> Email: <u>cpack@visionbankok.com</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? 52

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 have served on the SC+CBA before. It is a good
board to serve to help promote Shawnee & attract
visitors to Shawnee. Mayor Richard Firley asked me to serve

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?

Prior service on this board. My finance background
will assist in decision making.

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

See Resume

List education, including degree(s) earned:

See Resume

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

SC & CDA 6 years

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Mike Clover	Friend	405-275-0700
Steve Degraftenreid	Friend	405-570-7155
Debbie Bosch	Friend	405-830-0334

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 credential's may result in disqualification from further consideration.

Signature  Date 1/9/17

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

Carl E. Packwood
1916 Brownstone Way
Shawnee, OK 74804
Cell Phone 405-642-9322

WORK HISTORY

April 2008-Present

Vision Bank, President
Shawnee

1997-2008

BancFirst

2004-2008
Vice President/Branch Manager
Tecumseh

2000-2004
Commercial Loan Officer/AVP
Shawnee

1999-2000
Consumer Loan Officer
McLoud

1997-1999
Loan Collector
Shawnee/Tecumseh/McLoud

1989-1997

Ford Motor Credit
Customer Service Representative,
Worked 6-1/2 years in collection/customer service department.

Worked 13 months as wholesale auditor.

1989-1989

Blazer Financial Services
Loan Officer

EDUCATION

1988 Bachelor of Science in Finance, East central University
1986 Associates of Science, Seminole Junior College
1983 Shawnee High School

CURRENT BOARDS

- Gordon Cooper Technology Center Foundation, Treasurer
- Shawnee Educational Foundation
- South Central Industries
- Seminole State College Foundation
- Pottawatomie County Sheriff's Office Foundation
- OBU Shawnee Advisory Board
- Sauk Business Enterprise Board for Sac N Fox Nation
- Committee Member for NJCAA Region II Tournament
- Shawnee Alumni Association

PAST BOARDS

- Shawnee Board of Education
- Pottawatomie County Historical Society
- Shawnee Kiwanis Club
- Council of Bond Oversight for the State of Oklahoma
- Youth and Family Resource Center
- Shawnee Civic and Cultural Development Authority
- United Way of Pottawatomie County

AWARDS AND HONORS

- BancFirst Certified Master Lender Award

SCHOOLS ATTENDED

- OBA Commercial Lending School
- OMEGA – Commercial Loans to Small Businesses Course

CIVIC ACTIVITIES

- Shawnee Kiwanis Club
- Leadership Shawnee Graduate
- Friends of Scouting Fundraising Annually
- Past Finance Chairman, Last Frontier Council Boy Scouts of America
- Shawnee Chamber of Commerce
- Tecumseh Chamber of Commerce

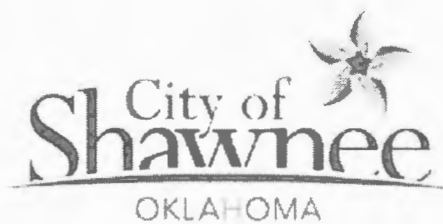
INTERESTS & ACTIVITIES

- Golfing and fishing

PERSONAL

Married: Cindy

Daughter: Taylor



APPLICATION TO SERVE
Boards, Committees, and Commissions

Name: <u>Tamara Hale</u>	Application Date: <u>1-3-17</u>
Address: <u>309 n Eastern</u>	
Mailing Address: _____	
Daytime Phone: <u>405-274-4974</u> Fax: _____	Email: <u>cl0c10_5050@yahoo.com</u>
Profession: <u>manager @ House of Health</u>	
Business Name: _____	
Business Address: <u>341 W MacArthur Shawnee OK 74804</u>	
Business Phone: <u>405-273-8910</u> Fax: _____	Email: <u>HouseofHealth@sbcglobal.net</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? 20+

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 feel it will be very beneficial to have
insight from personal experience.
(an inside look.)

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 am very open and honest and very
opinionated.

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

I am a nursing worker for the little kids at my church

List education, including degree(s) earned:

High school diploma, Associates degree

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

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Bicardy Stanton	Best friend	405-786-4511
Howie Blacker	Mother	405-461-6405
Patrick Ortega	Boss	405-323-7212

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 Tamara Davis Date 1-3-17

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

Regular Board of Commissioners

3.

Meeting Date: 01/17/2017

EOM

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.

Regular Board of Commissioners

4. a.

Meeting Date: 01/17/2017

Steve Smith Appl

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Steve Smith

Attachments

Smith Appl

Date 1/3/17 Time 2:10pm

CITY COMMISSION
WARD 6
APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Steve Smith</u>	Application Date: <u>12-30-16</u>
Address: <u>499 Hardesty Dr.</u>	
Mailing Address: _____	
Daytime Phone: _____	Email: _____
Profession: <u>Business Owner</u>	
Business Name: <u>Smith Rentals, LLC.</u>	
Business Address: <u>4220 N. Harrison</u>	
Business Phone: <u>405-273-4444</u>	Fax: _____ Email: _____

Do you live within Ward 6 of the City of Shawnee? ☒ Yes or No (please circle)

Do you live within the Current or Proposed Ward 6 Boundaries? ☒ Current or Proposed (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? 64 yrs.

Why are you interested in serving as Ward 6 Commissioner on the City Commission?

I enjoyed serving as City Commissioner 2010-2014 (Absent 4x)
I want to help the City move forward

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

Responsible for pushing through The Curb-side Recycling
Drove prior City Manager to Stop Employee Pension Plan
Started Radio Talk Show on KGFF on Wed. (8-9am) Open and informative

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

None - currently, except grew my hair long to give to the American Cancer Society - Back to normal

List education, including degree(s) earned:

High School, Oklahoma City University - 2 yrs
Most of my education involved learning Insurance and Investments
trainings and certifications: L&H, PLC, securities

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

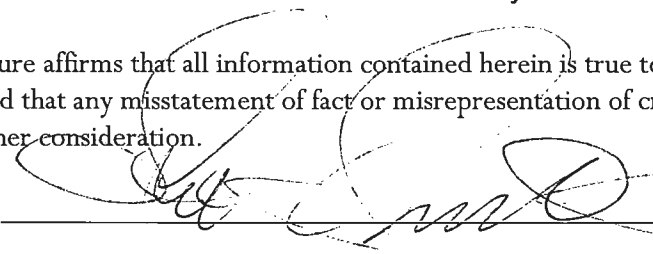
Shawnee Ward 6 2010 - 2014
I represented Shawnee in The Midsize City's Organization 2 yrs
2012-2014

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
Bryan McDougal	Former City Mgr.	
James Harrod	City Vice-Mayor	
Wes Mainord	former City Mayor	

PLEASE READ CAREFULLY:

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: 1-3-17

Applicants are encouraged to include a letter of interest and/or resume with this application.

Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1605
Fax: (405) 878-1581
ploftis@ShawneeOK.org

Steve C. Smith

499 Hardesty Drive
Shawnee, OK 74804

• (405) 414-1428 • 273-4444 scsscndwind@yahoo.com

» Skills

Business Owner
Manager/Supervisor
Critical Decision Making
Effective Communication Skills

City Commissioner
Critical Thinking
Honest & Dependable
Marketing/Negotiations

» Work Experience

Smith Rentals, LLC

07/03 – Current

Shawnee, OK

Owner/Manager

- Provide Effective Customer Service
- Manage, Purchase and Sell Moving Supplies
- Operate Office/Type Contracts
- Market/Sell/Negotiate

City of Shawnee Commissioner

11/10 – 09/14

Shawnee, Ok

Commissioner of Ward 6 (Volunteer)

- Introduced and Promoted Curbside Recycling in Shawnee
- Negotiated Pension Reform with Defined Benefits for Long Term City Employees while Protecting Tax Payers from Future Debt
- Served on *The Midsize Cities Organization*
- Enjoyed working 20-25 hours per week to help better my home City of Shawnee

Secondwind Insurance Agency

03/74 – 07/14

Shawnee, OK

Insurance Agent, P&C, L&H, Securities 6&63

- Marketing
- Training and Supervising of Personnel
- Effective Communication Skills
- Quote/Sell/Maintenance of Policies

» Education and Volunteer

High School Diploma '71

Shawnee, OK

Oklahoma City University '71-73

Oklahoma City, OK

President of Optimist Club '95-96

Shawnee, OK

President of Life Underwriters '93-94

Shawnee, OK

President of Pott. Co. Independent Ins. Agents Assoc

Shawnee, OK

Member of Shawnee Jaycees

Shawnee, OK

Kiwanis Club '95-2005

Shawnee, OK

Received many Certifications from Insurance Courses including Underwriting, Products, Marketing, Negotiating, and Customer Relations

Regular Board of Commissioners

4. b.

Meeting Date: 01/17/2017

Ben Salter Appl

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Ben Salter

Attachments

Salter Appl



RECEIVED CITY CLERK'S OFFICE
Date 1/10/2017 Time 2:28 pm

APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Ben Salter</u>	Application Date: <u>27 December 2016</u>
Address: <u>4304 Bison Road</u>	
Mailing Address: <u>4304 Bison Road, Shawnee, OK 74804</u>	
Daytime Phone: <u>405-273-0286</u>	Fax: <u>n/a</u> Email: <u>bluelung@hotmail.com</u>
Profession: <u>Retired</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____	Fax: _____ Email: _____

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? 64 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) Authority	☐ Planning Commission
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contracts Review Committee	☐ Shawnee Urban Renewal Authority
☐ Housing Authority	☐ Traffic Commission
	☒ Other: <u>ward 6 city commission</u>

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

Because I have had a life long involvement in Shawnee, I felt this vacancy provided an opportunity to serve

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?

My varied employment and work with volunteer agencies have fostered my ability to focus on an issue, to understand the budget process, and to respect the view points of others.

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

Church work

List education, including degree(s) earned:

Applied Science, Respiratory Therapist

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

Planning Commission, Two Terms, 6 years

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Jimmy Hyde	Minister	405-273-3065
Bob Perry	Friend	405-273-7493
Chris Silvia	Friend	405-273-7080

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 27 December 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

4. c.

Meeting Date: 01/17/2017

Edwina Butler-Wolfe Appl

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

B. Edwina Butler-Wolfe

Attachments

Butler-Wolfe Appl



CITY COMMISSION
WARD 6
APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>B. Edwina Butler-Wolfe</u>	Application Date: _____
Address: <u>2204 Ellis Drive, Shawnee, OK 74804</u>	
Mailing Address: <u>2204 Ellis Dr. Shawnee OK 74804</u>	
Daytime Phone: <u>405 488-4569</u>	Email: <u>ebutler405@yahoo.com</u>
Profession: _____	
Business Name: <u>Absentee Shawnee Tribe</u>	
Business Address: <u>2025 South Gordon Cooper Dr. Shawnee, OK 74804</u>	
Business Phone: <u>405 481-0397</u>	Fax: _____ Email: <u>edwina.b@astribe.com</u>

Do you live within Ward 6 of the City of Shawnee? ☒ Yes or No (please circle)

Do you live within the Current or Proposed Ward 6 Boundaries? ☒ Current or Proposed (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? 55 years

Why are you interested in serving as Ward 6 Commissioner on the City Commission?

To make a difference, to work on a broader scale within Shawnee.
I currently serve as the Governor of the Absentee Shawnee Tribe, and in that role I
work hard for my people. I want to do that for all of Shawnee.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

I bring four years of Executive Leadership; 15 years of public school
knowledge and skill on understanding the needs of Shawnee and how the
Blue zone will help with development and long range economic development.

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

USDOT / Tribal Transportation Committee Rule-making

Oklahoma Rural Schools Research Alliance, Tecumseh - Shawnee Chamber of Commerce,
U-Pros United Indian Nations of Oklahoma, Kansas & Texas.

List education, including degree(s) earned:

St. Gregory's College 1980-2004, Oklahoma Baptist University 1992-93

Seminole Sr. college 1980-82

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:	Phone Number:
<u>Dr. Norma Neely</u>	<u>Friend / Work (committee)</u>	<u>405 227-5791</u>
<u>Dr. Heidi Williams</u>	<u>Friend / Work (committee)</u>	<u>512 699-4420</u>
<u>Hal Honeycutt</u>	<u>Retire teacher / co-worker</u>	<u>405 596-3230</u>

PLEASE READ CAREFULLY:

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 B. E. Butler

Date: January 10, 2017

Applicants are encouraged to include a letter of interest and/or resume with this application.
Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1605
Fax: (405) 878-1581
ploftis@ShawneeOK.org

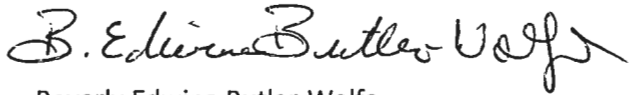
TO WHOM IT MAY CONCERN

As a citizen of Shawnee I wish to express my interest in serving as Ward 6 City Commissioner for the remaining term.

I am enclosing my resume of pertinent experience. I respectfully ask that you consider me to serve as Ward 6 City Commissioner. I base this request on my lifetime residence and my experience in leadership. I feel confident that I can contribute meaningful input and be a valuable voice for the citizens of Shawnee.

If you should have any questions please do not hesitate to contact me at 405 488-4569.

Thank you,

A handwritten signature in black ink, reading "B. Edwina Butler Wolfe". The signature is written in a cursive, flowing style with a large, stylized "B" and "W".

Beverly Edwina Butler-Wolfe

Beverly Edwina Butler-Wolfe

2204 Ellis Drive, Shawnee, OK 74804

Cell: 405-488-4569

Ebutler405@yahoo.com

Executive Profile

Accomplished leader with demonstrated ability to create and initiate institutional and governmental reform.

Skill Highlights

- Knowledge and expertise in self-governance, community outreach; event planning and communication.
- 23 + years in community outreach; event planning and public relations.
- 16+ years of program development and grant oversight.
- 16+ years of personnel management, establishing performance standards and outcome monitoring.
- 16+ years of budget development, implementation and reconciliation.
- 10+ years of self-governance compact negotiation, legislative initiatives and regulatory reform.

Core Accomplishments

Innovative Planning and Community Outreach

- Created community wide afterschool program with: area schools; OBU and local Tribes;
- Trained volunteers and staff to implement multiple afterschool programs;
- Enhanced learning and reduced educational barriers to a diverse population.

Event Planning

- Worked with Tribes, schools, local businesses, city, state and federal government to promote program development; enhance service levels and decrease unmet needs of Tribal members.
- Initiated all activities related to event coordination, event development and project management.

Personnel Management

- Assisted in job description development; advertising; interviewing candidate; hiring and supervising staff.

Development:

- Mentored and coached tutors, students and employees resulting in a marked increase in efficiency.

Professional Experience

Governor

June 2013 to Present

Absentee Shawnee Tribe - Shawnee, OK

Govern Tribe by conducting business transactions as is constitutionally based and legislated; have direct oversight responsibility of programs; negotiate Compact and AFA as needed; monitor legislation/policy and provide meaningful input at self-governance and self-determination meetings; supervise a diverse workforce of over 200 professional and administrative personnel; analyze and monitor multi-million dollar budget(s); assist in event planning; conduct community outreach and interagency communication.

Horseshoe Bend Afterschool Coordinator

2010-2013

Absentee Shawnee Tribe – Shawnee, OK

Created, implemented and daily monitored Horseshoe Bend Afterschool program. Developed core program goals and educational curriculum; promoted program; coordinated with area schools, OBU and Tribes to meet program objectives; Initiated and monitored special events and activities.

Administrative Officer

2006-2009

Absentee Shawnee Tribe – Shawnee, OK

Improved workflow; implemented cost reduction standards; created new and/or revised established procedures; analyzed and reported on operating practices; reviewed and answered correspondence; interacted with media on public relation opportunities; coordinated special events and activities.

Title IV (through VII) Program Coordinator

1991 to 2006

North Rock Creek School – Shawnee, OK

Planned, coordinated, and monitored the implementation and evaluation of federal Elementary and Secondary Education Act (ESEA) program, began under Title IV through Title VII (Indian Ed.). This included grant management and reporting; budget functions; education input; event planning and outcome surveys.

Education

St. Gregory's College 1980-2004

Shawnee, OK, USA

Business Administration

Oklahoma Baptist University 1992-93

Shawnee, OK, USA

Psychology

Seminole Jr. College 1980-82

Seminole, OK, USA

Dale High School 1979

Dale, OK, USA

Special Training:

Absentee Shawnee Tribal Police - 2009

Reserve Academy

Regular Board of Commissioners

4.

Meeting Date: 01/17/2017

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Conduct interviews of City Commissioner Ward 6 applicants:

Attachments

No file(s) attached.

Regular Board of Commissioners

5.

Meeting Date: 01/17/2017

Appt Comm Ward 6

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

No file(s) attached.

Regular Board of Commissioners

6.

Meeting Date: 01/17/2017

Swearing In Ward 6

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.

Regular Board of Commissioners

7.

Meeting Date: 01/17/2017

OBU Close Sts Ord

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

OBU Close Memo

OBU Close Sts Ord



Office of the City Manager

MEMORANDUM

AGENDA: January 17, 2017

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Request for Street Closure: Oklahoma Baptist University**

SUMMARY

Oklahoma Baptist University (OBU) has requested that the City of Shawnee close and allow for the formal vacation of several City streets to facilitate the implementation of a Long Range Master Plan (see attachments) by OBU.

City staff has reviewed the request and has no concerns with the closure of any of the proposed streets, with the exception of University Street/Avenue. University Street provides major public access and is used by emergency responders, local residents, and also serves the Kickapoo commercial corridor. Traffic counts indicate approximately 1,000 vehicles pass along the western end of the street daily, while the eastern end (near the Kickapoo Street intersection) has a daily traffic count of around 2,000 vehicles.

To address the potential impact that physically closing University Street could have, OBU has agreed to leave the street open for public use for a minimum period of ten (10) years per the attached Agreement. It is expected that during this 10-year period, the City will explore the possibility of improving another east/west street that could serve to lessen any impacts of closing University Street. The City will coordinate such activity with OBU and the implementation of the OBU Master Plan does not presently indicate that University Drive will be physically closed at all (see attached).

BUDGETARY IMPACT

If OBU vacates the subject streets after City closure, all vacated streets will become private and the City will have no maintenance responsibilities. Accordingly, no public funds will be spent to maintain the associated streets and thus there is no negative budgetary impact by the request.

Should the City improve another east/west public street between Kickapoo Street and Airport Drive, public funds would be utilized.

RECOMMENDATION

Staff has no objection to the proposed Street Closure provided that the associated agreement between OBU and the City of Shawnee is approved concurrently.

Attachments

1. Request to close public streets
2. OBU Master Plan
3. City map illustrating streets proposed for closure
4. Agreement between OBU and City of Shawnee

J. Roger Henson, P.L.L.C
Attorney at Law
2801A N. Kickapoo
Post Office Box 1465
Shawnee, Oklahoma 74802-1465

(405) 273-8558
Facsimile: (405) 234-3981

Email: roger@jrhensonlaw.com

September 6, 2016

Hand Delivered

Mr. Justin Debruin
Director of Planning & Code Enforcement
City of Shawnee
Shawnee City Hall
Shawnee, OK 74801

Re: Closing and vacating University Drive, University Avenue also known as University Street, Chapman Avenue also known as Pottenger Street, and Pottenger Avenue also known as Lone Street.

Dear Mr. Debruin:

On behalf of my client, Oklahoma Baptist University, this letter constitutes a request to the City of Shawnee asking the City of Shawnee to close and vacate all or portions of the following described streets, to-wit:

a. University Drive and described as follows:

A strip of land known as University Drive 60 feet in width lying 30 feet on each side of the following described center line; Beginning at a point on the north line of University Street, City of Shawnee, Oklahoma, 223.5 feet West of the center line of Kickapoo Street, City of Shawnee, Oklahoma, and running north 481.0 feet to a point of curvature, thence left on a curve having a radius of 92 feet, 289.0 feet to a point of tangency; thence South 481.0 feet to the north line of University Street.

b. University Avenue (also known as University Street) from Kickapoo Avenue to Airport Drive and described as follows:

Beginning 960 feet South and 33 feet West of the Northeast Corner of Section Twelve (12), Township Ten (10) North, Range Three (3) East of the Indian Meridian, thence West 2607 feet,

RECEIVED

SEP 06 2016

PLANNING / CODE

thence South 60 feet to the Northwest Corner of Lot Twelve (12), Block Five (5), of University Grounds Addition to the City of Shawnee, thence East 2607 feet to a point 33 feet West of the East line of Section Twelve (12), Township Ten (10) North, Range Three (3) East of the Indian Meridian, thence North 60 feet to the point of beginning.

- c. Chapman Avenue (also known as and street signed as Pottenger Street) between University Avenue south to Midland Avenue and described as follows:

Beginning at the Northwest Corner of Lot Twenty-five (25), Block Two (2), of University Grounds Addition to the City of Shawnee, Pottawatomie County, Oklahoma, thence South 280 feet to the Southwest Corner of Lot Twenty-four (24), Block Two (2) of University Grounds to the City of Shawnee, thence West 50 feet to the Southeast Corner of Lot One (1), Block Three (3) of the University Grounds Addition to the City of Shawnee, thence North 280 feet to the Northeast Corner of Lot Forty-eight (48) of Block Three (3), University Grounds Addition to the City of Shawnee, thence East 50 feet to the point of beginning same being the Northwest Corner of Lot Twenty-five (25), Block Two (2), of University Grounds Addition to the City of Shawnee, Pottawatomie County, Oklahoma.

- d Pottenger Avenue (also known as and street signed as Lone Street) between University Avenue and Midland Avenue; and described as follows:

As beginning at the Northwest Corner of Lot Twenty-five (25), Block Three (3) of University Grounds Addition to the City of Shawnee, thence South 280 feet to the Southwest Corner of Lot Twenty-four (24), Block Three (3), University Grounds Addition to the City of Shawnee, thence West 50 feet to the Southeast Corner of Lot One (1), Block Four (4) of University Grounds Addition to the City of Shawnee, thence North 280 feet to the Northeast Corner of Lot Forty-eight (48), Block Four (4), University Grounds Addition to the City of Shawnee, thence East 50 feet to the point of beginning same being the Northwest Corner of Lot Twenty-five (25), Block Three (3) of University Grounds Addition to the City of Shawnee, Pottawatomie County, Oklahoma.

For your information I have also enclosed a copy of the Affidavit of Bonded Abstracter identifying all property owners within 300 feet in all directions of the property sought to be vacated. Further, the service agents of the franchise holders are as follows:

Oklahoma Gas & Electric;
Service Agent: Patricia D. Horn
321 N. Harvey
Oklahoma City, OK 73102

Oklahoma Natural Gas, a division of ONE Gas, Inc;
Service Agent: National Registered Agents, Inc. of OK
1833 S. Morgan Road
Oklahoma City, OK 73128

Southwestern Bell Telephone Company;
Service Agent: The Corporation Company
1833 S. Morgan Road
Oklahoma City, OK 73128

Vyve Broadband LLC;
Service Agent: Corporation Service Company
115 SW 89th Street
Oklahoma City, OK 73139

Canadian Valley Electric Cooperative, Inc.
Service Agent: Canadian Valley Electric Cooperative, Inc.
P.O. Box 751
Seminole, OK 74818

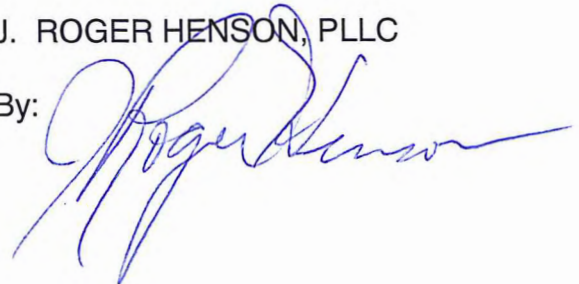
Would you please advise me of when the Planning Commission will meet and consider this request.

I appreciate your courtesy in this matter.

Yours very truly,

J. ROGER HENSON, PLLC

By:



JRH:jmc
Enclosure
cc: Via email: Randy Smith
Executive Vice-President

CERTIFICATE OF BONDED ABTRACTOR (300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

University Drive and described as follows:

A strip of land known as University Drive 60 feet in width lying 30 feet on each side of the following described center line; Beginning at a point on the north line of University Street, City of Shawnee, Oklahoma, 223.5 feet West of the center line of Kickapoo Street, City of Shawnee, Oklahoma, and running north 481.0 feet to a point of curvature, thence left on a curve having a radius of 92 feet, 289.0 feet to a point of tangency; thence South 481.0 feet to the north line of University Street.

University Avenue (also known as University Street) from Kickapoo Avenue to Airport Drive and described as follows:

Beginning 960 feet South and 33 feet West of the Northeast Corner of Section Twelve (12), Township Ten (10) North, Range Three (3) East of the Indian Meridian, thence West 2607 feet, thence South 60 feet to the Northwest Corner of Lot Twelve (12), Block Five (5), of University Grounds Addition to the City of Shawnee, thence East 2607 feet to a point 33 feet West of the East line of Section Twelve (12), Township Ten (10) North, Range Three (3) East of the Indian Meridian, thence North 60 feet to the point of beginning.

A portion of Chapman Avenue (also known as and street signed as Pottenger Street) between University Avenue south to Midland Avenue and described as follows:

Beginning at the Northwest Corner of Lot Twenty-five (25), Block Two (2), of University Grounds Addition to the City of Shawnee, Pottawatomie County, Oklahoma, thence South 280 feet to the Southwest Corner of Lot Twenty-four (24), Block Two (2) of University Grounds to the City of Shawnee, thence West 50 feet to the Southeast Corner of Lot One (1), Block Three (3) of the University Grounds Addition to the City of Shawnee, thence North 280 feet to the Northeast Corner of Lot Forty-eight (48) of Block Three (3), University Grounds Addition to the City of Shawnee, thence East 50 feet to the point of beginning same being the Northwest Corner of Lot Twenty-five (25), Block Two (2), of University Grounds Addition to the City of Shawnee, Pottawatomie County, Oklahoma.

A portion of Pottenger Avenue (also known as and street signed as Ione Street) between University Avenue and Midland Avenue; and described as follows:

As beginning at the Northwest Corner of Lot Twenty-five (25), Block Three (3) of University Grounds Addition to the City of Shawnee, thence South 280 feet to the Southwest Corner of Lot Twenty-four (24), Block Three (3), University Grounds Addition to the City of Shawnee, thence West 50 feet to the Southeast Corner of Lot One (1), Block Four (4) of University Grounds Addition to the City of Shawnee, thence North 280 feet to the Northeast Corner of Lot Forty-eight (48), Block Four (4), University Grounds Addition to the City of Shawnee, thence East 50 feet to the point of beginning same being the Northwest Corner of Lot Twenty-five (25), Block Three (3) of University Grounds Addition to the City of Shawnee, Pottawatomie County, Oklahoma.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (7), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report; however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: August 18, 2016 at 7:30 AM

First American Title & Trust Company

By: 

John Cochrane
Abstractor License No. 1080
OAB Certificate of Authority # 0049
File No. 2172800-SH99

OWNERSHIP LIST**ORDER NO. 2172800**DATE PREPARED: August 25, 2016
EFFECTIVE DATE: August 18, 2016 at 7:30 A.M.

OWNER	LOT	BLK	ADDITION
DEFENBAUGH GEORGE JR & KRISTIE (1/2 INT) & LOUISE D YEAROUT (1/2 INT) P O BOX 9856 THE WOODLANDS TX 77387- 0000	LOTS 17 THRU 22 & S5' VAC ALLEY	6	ROSE GARDEN
DEFENBAUGH GEORGE JR & KRISTIE (1/2 INT) & LOUISE D YEAROUT (1/2 INT) P O BOX 9856 THE WOODLANDS TX 77387- 0000	LOTS 23 THRU 27	6	ROSE GARDEN
UNIVERSITY BAPTIST CHURCH 2515 N KICKAPOO SHAWNEE OK 74801-0000	LOTS 1 THRU 10 & LOTS 13 THRU 22	7	ROSE GARDEN
UNIVERSITY BAPTIST CHURCH 2515 N KICKAPOO SHAWNEE OK 74801-0000	LOTS 11 & 12	7	ROSE GARDEN
LAND HENRY P JR & MARTA J 1111 N PHIL SHAWNEE OK 74801-0000	S50' LOTS 13 THRU 16	18	ROSE GARDEN
LAND HENRY P & MARTA J 1111 N PHIL SHAWNEE OK 74801-0000	N90' LOTS 13 THRU 16 LESS .01	18	ROSE GARDEN
CITY OF SHAWNEE P O BOX 1448 SHAWNEE OK 74802-1448	BEG SW/C LOT 16 TH N50'TH E1.72' TH S43*48'40"E 69.50' TO SE/C LOT 15 TH W50'POB	18	ROSE GARDEN
CLUCK ZENOBIA & MAXENE HAMMAN 427 W PULASKI SHAWNEE OK 74804-0000	LOTS 11 & 12	18	ROSE GARDEN
CANNON ASSETS LLC 3515 E 66TH ST TULSA OK 74136-0000	LOTS 9 & 10	18	ROSE GARDEN
JOES RENTALS LLC 2616 N PARK SHAWNEE OK 74804-0000	LOTS 7 & 8	18	ROSE GARDEN
BRUBAKER TED R JR & LORI A 9900 SKYRIDGE DR ARCADIA OK 73007-0000	LOTS 5 & 6	18	ROSE GARDEN
ALCHEMY PROPERTIES INC. PO BOX 742 SHAWNEE, OK 74802	LOTS 27 & 28	18	ROSE GARDEN

MARTIN WILLIAM M & SANDRA K 17502 DRUMMOND RD SHAWNEE OK 74801-0000	LOTS 25 & 26	18	ROSE GARDEN
BARRETT NANCY R 1003 OVERLAND CT SHAWNEE OK 74801-0000	LOTS 23 & 24	18	ROSE GARDEN
WESTBROOK PAUL C & DAWN R 4407 LILLY VALLY ST SHAWNEE OK 74804-0000	LOTS 21 & 22	18	ROSE GARDEN
MODERN OIL CO INC P O BOX 218 SHAWNEE OK 74802-0218	LOT 20	18	ROSE GARDEN
MODERN OIL CO INC P O BOX 218 SHAWNEE OK 74802-0218	LOTS 17 THRU 19	18	ROSE GARDEN
ROBB'S ENTERPRISES L L C 2321 N KICKAPOO SHAWNEE OK 74804-0000	LOTS 11 THRU 16	19	ROSE GARDEN
STORIE BETTY 319 W GEORGIA SHAWNEE OK 74804-0000	LOTS 9 & 10	19	ROSE GARDEN
OKLA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74801-0000	BEG AT THE NE/C SEC 12, T 10N, R 3E THENCE S 990 W 2640 N 990 E 2640 TO POB		
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 13 THRU 24	1	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 1 THRU 4	1	UNIVERSITY GROUNDS
THE OKLA BAPTIST UNIV 500 W UNIV SHAWNEE OK 74804-0000	LOTS 5 & 6	1	UNIVERSITY GROUNDS
THE OKLA BAPTIST UNIV 500 W UNIV SHAWNEE OK 74804-0000	LOTS 7 & 8	1	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 9 THRU 12	1	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 47 & 48	2	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 29 THRU 46	2	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 27 & 28	2	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 25 & 26	2	UNIVERSITY GROUNDS

OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 23 & 24	2	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74801-0000	LOTS 21 & 22	2	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74801-0000	LOTS 19 & 20	2	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 15 THRU 18	2	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74801-0000	LOTS 13 & 14	2	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74801-0000	LOTS 11 & 12	2	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 9 & 10	2	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY AUTH 500 W UNIVERSITY SHAWNEE OK 74801-0000	LOTS 7 & 8	2	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 5 & 6	2	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 1 THRU 4	2	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 47 & 48	3	UNIVERSITY GROUNDS
CITY OF SHAWNEE P O BOX 1448 SHAWNEE OK 74802-1448	LOTS 43 THRU 46	3	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 32 THRU 42	3	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY % J THOMAS TERRY 500 W UNIVERSITY SHAWNEE OK 74801-0000	LOTS 29 THRU 31	3	UNIVERSITY GROUNDS
CITY OF SHAWNEE P O BOX 1448 SHAWNEE OK 74802-1448	LOTS 27 & 28	3	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	ALL THAT PT. OF POTTENGER AVE. ADJ. LOTS 25 & 26	3	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 23 & 24	3	UNIVERSITY GROUNDS

CITY OF SHAWNEE P O BOX 1448 SHAWNEE OK 74802-1448	LOTS 21 & 22	3	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 17 THRU 20	3	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOT 16	3	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74801-0000	LOTS 13 THRU 15	3	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 9 THRU 12	3	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74801-0000	LOTS 7 & 8	3	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	S85' LOTS 1 THRU 6	3	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	N55' LOTS 1 THRU 6	3	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 38-48 & E5' LOTS 12 & 37 & VAC. POTTENGER ST. BETWEEN BLK 1 L3&4	4	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 29 THRU 37 LESS E5' LOT 37	4	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOTS 25 THRU 28 LESS E10' LOT 28	4	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOTS 21 THRU 24 LESS E10' LOT 21	4	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 12 THRU 20 LESS E5' LOT 12 & E10' LOTS 21 & 28	4	UNIVERSITY GROUNDS
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOTS 1 THRU 11	4	UNIVERSITY GROUNDS
SHAWNEE AIRPORT AUTHORITY SHAWNEE OK 74801-0000		5	UNIVERSITY GROUNDS
CITY OF SHAWNEE P O BOX 1448 SHAWNEE OK 74802-1448		6-26	UNIVERSITY GROUNDS

JOHNSON BILL BUREAU OF INDIAN AFFAIRS SHAWNEE OK 74801-0000 ALSO, PER ORDER ALLOWING FINAL ACCOUNT FILED IN PB- 15-93: CHARLES HARJO C/O 2230 N. CHAPMAN SHAWNEE, OK 74801 SHARON KAY HALE 8814 WINDY HOLLOW DRIVE MIDWEST CITY, OK 73119 CHERYL ANN CARTER C/O 2230 N CHAPMAN SHAWNEE, OK 74801 DAVID RUSSELL HARJO C/O 2230 N CHAPMAN SHAWNEE, OK 74801 LARRY HARJO (DECEASED; DOD 12/22/11) TERRY HARJO C/O 2230 N CHAPMAN SHAWNEE, OK 74801 ERIC WAYNE HARJO 1901 N. PARK, #C SHAWNEE, OK 74804	LOT 1 & N1/2 LOT 2	6	SUNSET PARK
OKLA BAPTIST UNIV 500 W UNIVERSITY SHAWNEE OK 74804-0000	S/2 LOT 2 & N40' LOT 3	6	SUNSET PARK
OKLA BAPTIST UNIV 500 W UNIVERSITY SHAWNEE OK 74804-0000	S10' LOT 3 & ALL LOT 4	6	SUNSET PARK
OKLAHOMA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOT 20	6	SUNSET PARK
CUDJOE TAGZMIN D & GLORIA D 2217 N POTTENGER SHAWNEE OK 74804-0000	LOT 21	6	SUNSET PARK
OKLAHOMA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOT 22	6	SUNSET PARK
OKLA BAPTIST UNIV 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOT 23	6	SUNSET PARK

OKLA BAPTIST UNIV 500 W UNIV SHAWNEE OK 74801-0000	LOT 24	6	SUNSET PARK
OKLA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74801-0000	LOT 1	8	SUNSET PARK
OKLAHOMA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOT 2	8	SUNSET PARK
OKLA BAPTIST UNIV 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOT 3	8	SUNSET PARK
HICKEY ARLIE M SR & BILLIE L & WILLIAM E 29976 PATTERSON RD MACOMB OK 74852-0000	LOT 4	8	SUNSET PARK
OKLA BAPTIST UNIV 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOT 5	8	SUNSET PARK
OKLA BAPTIST UNIV 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOT 20	8	SUNSET PARK
OKLAHOMA BAPTIST UNIVERSITY 500 W UNIVER SHAWNEE OK 74804-0000	LOT 21	8	SUNSET PARK
CUTTING CHARLES C 2235 N DOROTHY SHAWNEE OK 74804-0000	LOT 22	8	SUNSET PARK
OKLA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOT 23	8	SUNSET PARK
RIDER PEGGY S & SUNITA M 811 W MIDLAND SHAWNEE OK 74804-0000	LOT 24	8	SUNSET PARK
OKLA BAPTIST UNIV 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOT 1	10	SUNSET PARK
OKLAHOMA BAPTIST UNIVER 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOT 2	10	SUNSET PARK
MILLS CHARLES D 2234 N DOROTHY SHAWNEE OK 74804-0000	LOT 3	10	SUNSET PARK
KIEFFER RHONDA LEA 2232 N DOROTHY SHAWNEE OK 74804-0000	LOT 4	10	SUNSET PARK
OKLA BAPTIST UNIV 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOTS 19 & 20	10	SUNSET PARK

KNEISEL QUINTON 2226 N IONE SHAWNEE OK 74804-0000	LOT 21	10	SUNSET PARK
OKLA BAPTIST UNIV 500 W UNIV SHAWNEE OK 74804-0000	LOT 22	10	SUNSET PARK
OKLA BAPTIST UNIV 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOT 23	10	SUNSET PARK
OKLA BAPTIST UNIVERSITY XXXXXX SHAWNEE OK 74801-0000	LOT 24	10	SUNSET PARK
OKLA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOT 1	12	SUNSET PARK
OKLA BAPTIST UNIVERSITY 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOT 2	12	SUNSET PARK
KNEISEL QUINTON 2226 N IONE SHAWNEE OK 74804-0000	LOT 3	12	SUNSET PARK
KNEISEL QUINTON 2226 N IONE SHAWNEE OK 74804-0000	LOT 4	12	SUNSET PARK
OKLAHOMA BAPTIST UNIVER 500 W UNIVERSITY SHAWNEE OK 74804-0000	LOT 5	12	SUNSET PARK
OKLA BAPTIST UNIVER 500 W UNIVERISTY SHAWNEE OK 74804-0000	LOT 15	12	SUNSET PARK
OKLA BAPTIST UNIVER 500 W UNIVER SHAWNEE OK 74804-0000	S1/2 LOT 16	12	SUNSET PARK
OKLA BAPTIST UNIV 500 W UNIVERSITY SHAWNEE OK 74804-0000	N1/2 LOT 16	12	SUNSET PARK
OKLA BAPTIST UNIV 500 W UNIVERSITY SHAWNEE OK 74804-0000	S50' LOT 17	12	SUNSET PARK
OKLA BAPTIST UNIV 500 W UNIVERSITY SHAWNEE OK 74804-0000	N50' LOT 17	12	SUNSET PARK
COWAN WANDA & CLAUD A KLUTTS 13901 COKER RD SHAWNEE OK 74804-0000	LOT 18	12	SUNSET PARK
COWAN WANDA & CLAUD A KLUTTS 13901 COKER RD SHAWNEE OK 74804-0000	LOT 1	14	SUNSET PARK

FILED
IN THE DISTRICT COURT

JUN 16 2016

POTTAWATOMIE COUNTY, OK
VALERIE VELTZEN, COURT CLERK
BY *[Signature]* DEPUTY

IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY
STATE OF OKLAHOMA

IN THE MATTER OF THE ESTATE OF)
Lucinda (Harjoche) Harjo now Johnson,) Case No. PB-15-93
¼ Seminole, NE (PM 1167 PF 1166), Deceased.)



ORDER ALLOWING FINAL ACCOUNT OF
PERSONAL REPRESENTATIVE, DECREE DETERMINATION
HEIRS, DECREE OF DISTRIBUTION AND DISCHARGE

201600007257
Filed for Record in POTTAWATOMIE OKLAHOMA
RAESHEL FLEWALLEN, COUNTY CLERK
2016 At 11:10 am.
25.00
Instrument PG 1 OF 7
201600007257

Now, on this 13th day of June, 2016, the First and Final Account, Petition for

Determination of Heirs, Distribution and Discharge of the duly appointed Personal Representative of the estate of the above-named deceased, came on for hearing. Petitioner appears in person and by and through her attorney, Stephanie C. Hudson, of Oklahoma Indian Legal Services, Inc.

The Court, having heard the evidence offered and having examined the pleadings on file herein, does FIND AND ORDERS as follows:

This cause is heard on this date pursuant to the Order For and Notice of Hearing Final Account and Petition for Determination of Heirship and for Distribution of Estate and the Order for Continuance made by the Court on the 16 day of June, 2016 for hearing on this date and at this time.

The Court finds that due and lawful notice of this hearing has been given for the time and in the manner provided by law, and the Court proceeded to hear the evidence and therefrom FINDS, and IT IS HEREBY ORDERED, ADJUDGED AND DECREED that due and lawful notice to creditors as required by Title 58 Sec. 243 and 331 of this act was given by the personal representative, including notice by mail to all creditors, if any, known to the Personal Representative as of the date said notice was filed with the district court clerk, at their respective last-known addresses; and that all claims not filed within the time permitted for the presentation of claims are nonsuited, void and forever barred, except as otherwise provided by law or any claim

for which payment is approved in this decree pursuant to Section 335 of Title 58 of the Oklahoma Statutes; that expenses of last illness, funeral expenses and all costs of administration have been paid; that all just and lawful debts owing by the decedent at the time of death have been paid and all attorney fees have been paid.

The Court further finds that the estate consists of property that is restricted under the laws of the United States and that notice of this proceeding was served on the Regional Director, Eastern Oklahoma Regional Office, successor to the Superintendent of the Five Civilized Tribes, in accordance with the provisions of Section 3(b) of the Act of Congress of August 4, 1947, 61 Stat. 731, as shown by the Acknowledgment of Notice filed herein, pursuant to 25 CFR 16.5.

The Court further finds that a certificate of non-assessment from the Oklahoma Tax Commission is on file herein; that an estate tax return has not been filed with the Internal Revenue Service for the reason that said estate was not possessed of sufficient assets to require the filing of such return; and that all state, county, school and municipal taxes together with all state and federal income taxes, if any, have been paid and that the estate is ready for distribution.

The Court further finds that the requirement for the formal Inventory and Appraisal of said estate has been waived; that all purposes of administration in said estate have been fulfilled, and that there are no receipts of income or disbursements that need be made in the administration of this estate.

It is further appearing to the court that due notice of the hearing for final decree herein determining the heirs, devisees and legatees of the said deceased, and assigning said estate to the persons entitled thereto by law, has likewise been duly given and served pursuant to law.

IT IS ORDERED, ADJUDGED AND DECREED by the Court that the account of the Personal Representative be and the same is hereby finally settled and allowed by the Court

according to the terms of the final account of the Personal Representative filed herein and distribution of the estate is hereby ordered.

The Court finds and IT IS ORDERED, ADJUDGED AND DECREED that the said Lucinda (Harjoche) Harjo now Johnson died testate on or about the 25th day of September, 2000; that the decedent, at the time of death, was a resident of Pottawatomie County. The decedent died leaving the following described property:

1. An undivided 1/3 surface interest only in all and to all that part of the NW ¼ SE ¼ lying South of US Highway 1-40, of Section 36, Township 11 North, Range 7 East, Seminole County (allotment of Jennie Harjoche, Seminole NB138);
2. Lot one (1), Block six (6), in Sunset Park Addition to the City of Shawnee (a/k/a 2230 N. Chapman, Shawnee, OK 74801) Pottawatomie County, State of Oklahoma;
3. An Individual Indian Money (IIM) Account held with the Bureau of Indian Affairs;

and any other property which decedent may have owned in a restricted status.

The Court further finds and IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the deceased, Lucinda (Harjoche) Harjo now Johnson, died testate and was survived by the following heirs at law:

Name, relationship, & address

(The following are the issue of pre-deceased child, John Henry Harjo, DOD: 08/02/1985):

Victor Ray Harjo, adult grandchild
514 N. Mead
Shawnee, OK 74801

Wilford D. Harjo, adult grandchild
(Deceased; DOD: 09/22/2013)

Janice Harjo now Lowe, adult grandchild
520 Thomas Yahola
Wetumka, OK 74883

Phyllis Dawn Harjo now Nabils, adult grandchild
1901 S. Hemlock Ave
Broken Arrow, OK 74012

Leah Harjo now Burrows, adult grandchild
C/O 2500 S. Jenson
El Reno, OK 73036

Kevin Mark Harjo, adult grandchild
C/O 2500 S. Jenson
El Reno, OK 73036

Paula Harjo now Pawnee, adult grandchild
C/O 2500 S. Jenson
El Reno, OK 73036

Jeffery Todd Harjo, adult grandchild
C/O 2500 S. Jenson
El Reno, OK 73036

(The following are the issue of pre-deceased child, Homer Harjo, DOD: 08/07/1999):

Charles Harjo, adult grandchild
C/O 2230 N. Chapman
Shawnee, OK 74801

Sharon Kay Hale, adult grandchild
8814 Windy Hollow Drive
Midwest City, OK 73119

Cheryl Ann Carter, adult grandchild
C/O 2230 N. Chapman
Shawnee, OK 74801

David Russell Harjo, adult grandchild
C/O 2230 N. Chapman
Shawnee, OK 74801

Larry Harjo, adult grandchild
(Deceased; DOD: 12/22/2011)

Terry Harjo, adult grandchild
C/O 2230 N. Chapman
Shawnee, OK 74801

Eric Wayne Harjo, adult grandchild
1901 N. Park, #C
Shawnee, OK 74804

and was not survived by a parent or spouse; and that under the terms and provisions of the Last Will and Testament of the said Ludinda (Harjoche) Harjo now Johnson, the entire estate should be distributed as follows:

<u>Name</u>	<u>Share</u>
Charles Harjo, adult grandchild C/O 2230 N. Chapman Shawnee, OK 74801	1/7
Sharon Kay Hale, adult grandchild 8814 Windy Hollow Drive Midwest City, OK 73119	1/7
Cheryl Ann Carter, adult grandchild C/O 2230 N. Chapman Shawnee, OK 74801	1/7
David Russell Harjo, adult grandchild C/O 2230 N. Chapman Shawnee, OK 74801	1/7
Larry Harjo, adult grandchild (Deceased; DOD: 12/22/2011)	1/7
Terry Harjo, adult grandchild C/O 2230 N. Chapman Shawnee, OK 74801	1/7
Eric Wayne Harjo, adult grandchild 1901 N. Park, #C Shawnee, OK 74804	1/7

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that the above-named person is the sole devisee of the Last Will and Testament of Ludinda (Harjoche) Harjo now Johnson, deceased, and that the above described property is hereby ordered transferred, set-over, vested, assigned and conveyed to the said devisee in the proportion set opposite his name. The restricted property and estate descends to and becomes vested in the above-named heirs in a restricted status as to those heirs who are at least one-half blood quantum of the Five Civilized Tribes of Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that if and in the event any of the property, real, personal or otherwise, and wheresoever situated, is not specifically described in the Final Account or this Final Decree, title in and to said omitted property, if any be omitted, is hereby established, distributed to and vested in the said devisee, in the proportions set forth above, completely and without the necessity of further probate proceedings herein, as fully and to the same extent as if such property had been specifically included in the Final Account and this Final Decree.

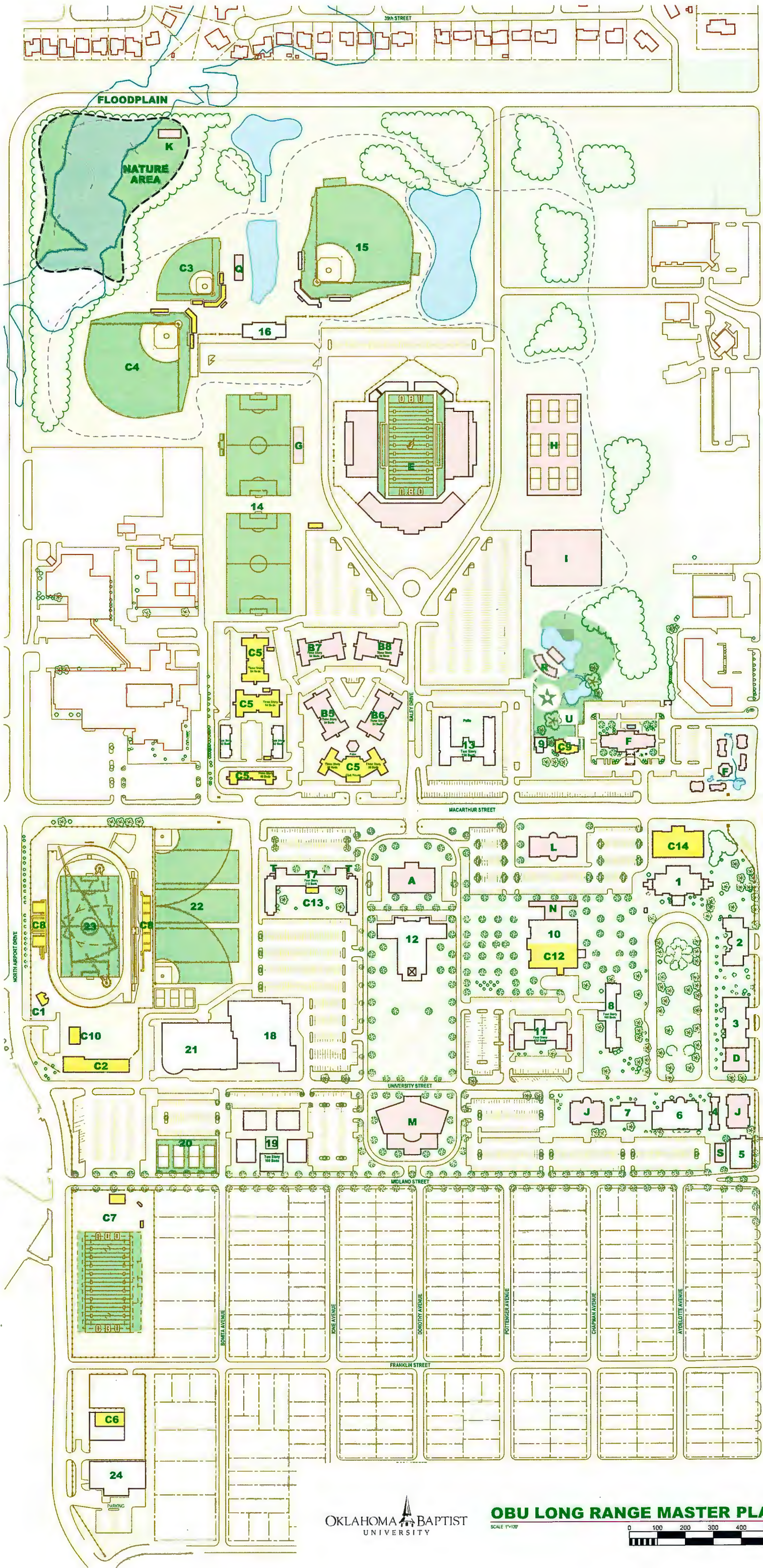
Now, it further appearing to the court that the said Sharon Kay Hale, Personal Representative, has produced satisfactory evidence showing that he has performed all the acts lawfully required of him under the decree of distribution herein, and the court costs have been paid, including costs of administration and attorney's fees, and that no further acts remain to be performed by said Personal Representative.

Now, on motion of counsel for the said Sharon Kay Hale, Personal Representative, IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the court, that the said Sharon Kay Hale, Personal Representative of the estate of Ludinda (Harjoche) Harjo now Johnson, has fully and faithfully discharged the duties of his trust and she is hereby fully and absolutely discharged

WITNESS MY HAND the date first above written.

John D. King
Judge of the District Court

[illegible]



EXISTING CAMPUS LEGEND

- EXISTING BUILDINGS
- REMODEL PROJECTS
- 1 SHAWNEE HALL
- 2 THURMOND HALL
- 3 W.P. WOOD SCIENCE BUILDING
- 4 FORD MUSIC HALL
- 5 ART BUILDING
- 6 BAILEY BUSINESS CENTER
- 7 MONTGOMERY HALL
- 8 WMU RESIDENCE CENTER
- 9 STUBBLEFIELD CHAPEL
- 10 GEIGER CENTER
- 11 KERR RESIDENCE HALL
- 12 RALEY CHAPEL
- 13 TAYLOR RESIDENCE CENTER
- 14 SOCCER AND LACROSSE COMPLEX
- 15 BISON BASEBALL FIELD AT FORD PARK
- 16 COATES BASEBALL/SOFTBALL ATHLETIC FACILITY
- 17 AGEE RESIDENCE CENTER
- 18 NOBLE COMPLEX
- 19 WEST UNIVERSITY APARTMENTS
- 20 INTRAMURAL TENNIS COURTS
- 21 RECREATION AND WELLNESS CENTER
- 22 INTRAMURAL FIELDS
- 23 HURT MEMORIAL TRACK COMPLEX
- 24 EYER BUILDING - FACILITIES MANAGEMENT

PLANNED BUILDING LEGEND

- NEW BUILDINGS
- A STUDENT SERVICES CENTER
- B OBU VILLAGE
- D W.P. WOOD SCIENCE BUILDING ADDITION
- E FOOTBALL / ATHLETICS COMPLEX
- F HOTEL / RETAIL CENTER
- G SOCCER STANDS
- H BISON TENNIS COURTS
- I AQUATICS / TENNIS CENTER
- J CLASSROOM BUILDING
- K NATURE AREA / CLASSROOM / RESTROOMS / STORAGE / (SUSTAINABLE DESIGN)
- L LIBRARY
- M PERFORMING ARTS CENTER
- N GEIGER CENTER LOADING DOCK ADDITION / COVERED WALKWAY
- O K-12 PRIMARY-SECONDARY SCHOOL - LOCATION TO BE DETERMINED
- P RETIREMENT CENTER - LOCATION TO BE DETERMINED
- Q BATTING CAGES
- R AMPHITHEATRE
- S GREENHOUSE
- T AGEE HALL ENTRANCE ADDITIONS
- U GOLD STAR PARK / BUTLER GARDENS / ALUMNI AREA

COMPLETED CAMPUS LEGEND

- COMPLETED BUILDINGS
- COMPLETED REMODEL PROJECTS
- C1 TRACK SCORING / RESTROOM FACILITIES
- C2 J.P. CHANCE TRACK BUILDING
- C3 LADY BISON SOFTBALL FIELD
- C4 BASEBALL FIELD
- C5 OBU VILLAGE
- C6 ATHLETIC LOCKER ROOM / WEIGHT ROOM
- C7 FOOTBALL PRACTICE FIELDS
- C8 PRESSBOX & BLEACHERS
- C9 CARGILL ALUMNI CENTER
- C10 MATHENA CENTER
- C11 SCIENCE BUILDING ANNEX
- C12 CAFETERIA / C STORE REMODEL
- C13 AGEE HALL SOUTH ENTRANCE
- C14 JANE E. & NICK K. STAVROS HALL





Airport Dr

W Macarthur St

W University St

W University St

N Lone Ave

N Pottenger Ave

W Midland St

Airport Dr

N Bonita Ave

N Lone Ave

N Dorothy Ave

N Pottenger Ave

N Chapman Ave

N Kickapoo St

University Oval Dr



AGREEMENT
BY AND BETWEEN OKLAHOMA BAPTIST UNIVERSITY
AND
THE CITY OF SHAWNEE

THIS AGREEMENT, (referred to herein as "Agreement") made the day and year last written below, by and between The Oklahoma Baptist University, an Oklahoma religious and educational corporation, hereinafter referred to as OBU, and the City of Shawnee of the State of Oklahoma, hereinafter referred to as the CITY, for the intents and purposes stated herein and subject to the following terms and conditions state:

WHEREAS, OBU has developed a vision for its campus which includes placing the primary entrance to a new performing arts center on the south side of the main campus; and

WHEREAS, Certain streets as more fully described in this Agreement should be closed and vacated

NOW FOR AND IN CONSIDERATION of the recitals and mutual covenants, representations, and warranties set forth in this Agreement, OBU and CITY agree as follows:

1. **Closing of Streets.** Contemporaneously with the approval of this Agreement, CITY has passed an ordinance closing to the public the following streets, to-wit:
 - a. University Drive and described as follows:

A strip of land known as University Drive 60 feet in width lying 30 feet on each side of the following described center line; Beginning at a point on the north line of University Street, City of Shawnee, Oklahoma, 223.5 feet West of the center line of Kickapoo Street, City of Shawnee, Oklahoma, and running north 481.0 feet to a point of curvature, thence left on a curve having a radius of 92 feet, 289.0 feet to

a point of tangency; thence South 481.0 feet to the north line of University Street.

- b. University Avenue (also known as University Street) from Kickapoo Avenue to Airport Drive and described as follows:

Beginning 960 feet South and 33 feet West of the Northeast Corner of Section Twelve (12), Township Ten (10) North, Range Three (3) East of the Indian Meridian, thence West 2607 feet, thence South 60 feet to the Northwest Corner of Lot Twelve (12), Block Five (5), of University Grounds Addition to the City of Shawnee, thence East 2607 feet to a point 33 feet West of the East line of Section Twelve (12), Township Ten (10) North, Range Three (3) East of the Indian Meridian, thence North 60 feet to the point of beginning.

- c. Chapman Avenue (also known as and street signed as Pottenger Street) between University Avenue south to Midland Avenue and described as follows:

Beginning at the Northwest Corner of Lot Twenty-five (25), Block Two (2), of University Grounds Addition to the City of Shawnee, Pottawatomie County, Oklahoma, thence South 280 feet to the Southwest Corner of Lot Twenty-four (24), Block Two (2) of University Grounds to the City of Shawnee, thence West 50 feet to the Southeast Corner of Lot One (1), Block Three (3) of the University Grounds Addition to the City of Shawnee, thence North 280 feet to the Northeast Corner of Lot Forty-eight (48) of Block Three (3), University Grounds Addition to the City of Shawnee, thence East 50 feet to the point of beginning same being the Northwest Corner of Lot Twenty-five (25), Block Two (2), of University Grounds Addition to the City of Shawnee, Pottawatomie County, Oklahoma.

- d Pottenger Avenue (also known as and street signed as Lone Street) between University Avenue and Midland Avenue; and described as follows:

As beginning at the Northwest Corner of Lot Twenty-five (25), Block Three (3) of University Grounds Addition to the City of Shawnee, thence South 280 feet to the Southwest Corner of Lot Twenty-four (24), Block Three (3), University Grounds Addition to the City of Shawnee, thence West 50 feet to the Southeast Corner of Lot One (1), Block Four (4) of University Grounds Addition to the City of Shawnee, thence North 280 feet to the Northeast Corner of Lot Forty-eight (48), Block Four (4), University Grounds Addition to the City of Shawnee, thence East 50 feet to the point of beginning same being the Northwest Corner of Lot Twenty-five (25), Block Three (3) of University Grounds Addition to the City of Shawnee, Pottawatomie County, Oklahoma.

2. **Vacation of Streets.** OBU agrees that after the City Commission of the City of Shawnee passes an ordinance closing the above described streets, it may, at any time, commence an action in the District Court of the Twenty-third Judicial District Sitting in and for Pottawatomie County, State of Oklahoma, to vacate said streets thereby foreclosing the right of CITY to reopen said streets. Upon OBU commencing an action in the District Court of the Twenty-third Judicial District Sitting in and for Pottawatomie County, State of Oklahoma, to vacate said streets, CITY agrees to execute and file an Answer and Disclaimer disclaiming its right, title or interest in the streets sought to be vacated. No vacation of any street, or part thereof, shall operate to invalidate or impair the right of any municipal utility or regulated transmission company to continue to possess, occupy, and use that part of the public ways, utility easements, or rights-of-way existing within the affected area and occupied and used by any municipal utility or regulated transmission company for the performance of its public service undertaking.

3. **Consideration:** In consideration of the City executing this Agreement, OBU agrees to leave University Avenue physically open for vehicular and pedestrian access, in the substantially the same manner it is currently utilized by the public, until the 17th day of January, 2027, or any extension of the termination date of this Agreement as may be agreed upon in writing, which consent to any extension shall not be withheld, conditioned, or delayed unreasonably.
4. **Entire Agreement.** This Agreement contains the entire understanding of the Parties and supersedes all previous verbal and other written agreements between the Parties with respect to the subject matter of this Agreement.
5. **Severability.** The provisions of this Agreement are severable. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity or enforceability of any other of its provisions. If one or more provisions of this Agreement are declared invalid or unenforceable, the remaining provisions will remain in full force and effect and will be construed in the broadest possible manner to effectuate the purposes of this Agreement.
6. **Amendment.** Alterations, modifications, or amendments of a provision of this Agreement will not be binding unless such alteration, modification, or amendment is in writing and signed by each Party.
7. **Waiver.** A waiver by a Party of any provision of this Agreement in any instance will not be deemed a waiver of such provision, or any other provision of this Agreement, as to any future instance or occurrence. All remedies, rights, undertakings, and obligations contained in this Agreement will be cumulative and none of them will be in limitation of any other remedy, right, undertaking, or obligation of a Party.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.
9. **Interpretations in Writing.** Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or played a greater role in the preparation of subsequent drafts, the Parties agree that neither of them will be

deemed the drafter of this Agreement and that, in construing this Agreement, no provision will be construed in favor of one Party on the ground that such provision was drafted by the other. If any claim is made by a Party relating to any conflict, omission, or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of either Party or its counsel.

This Agreement is binding upon the parties hereto, their, successors and assigns.

IN WITNESS THEREOF, the Parties herein named have thereunto set their hands and seals this 19th day of December, 2016.

City of Shawnee

BY: _____
Justin Erickson, City Manager

Oklahoma Baptist University

BY: _____
Dr. David W. Whitlock, President

ORDINANCE NO. _____NS

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.

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

SECTION 1. That it is deemed necessary and expedient to close the streets hereinafter described to public use.

SECTION 2. That the streets are described as follows:

UNIVERSITY DRIVE AND DESCRIBED AS FOLLOWS: A STRIP OF LAND KNOWN AS UNIVERSITY DRIVE 60 FEET IN WIDTH LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; BEGINNING AT A POINT ON THE NORTH LINE OF UNIVERSITY STREET, CITY OF SHAWNEE, OKLAHOMA, 223.5 FEET WEST OF THE CENTER LINE OF KICKAPOO STREET, CITY OF SHAWNEE, OKLAHOMA, AND RUNNING NORTH 481.0 FEET TO A POINT OF CURVATURE, THENCE LEFT ON A CURVE HAVING A RADIUS OF 92 FEET, 289.0 FEET TO A POINT OF TANGENCY; THENCE SOUTH 481.0 FEET TO THE NORTH LINE OF UNIVERSITY STREET;

UNIVERSITY AVENUE (ALSO KNOWN AS UNIVERSITY STREET) FROM KICKAPOO AVENUE TO AIRPORT DRIVE AND DESCRIBED AS FOLLOWS: BEGINNING 960 FEET SOUTH AND 33 FEET WEST OF THE NORTHEAST CORNER OF SECTION TWELVE (12), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, THENCE WEST 2607 FEET, THENCE SOUTH 60 FEET TO THE NORTHWEST CORNER OF LOT TWELVE (12), BLOCK FIVE (5), OF UNIVERSITY GROUNDS ADDITION TO THE CITY OF SHAWNEE, THENCE EAST 2607 FEET TO A POINT 33 FEET WEST OF THE EAST LINE OF SECTION TWELVE (12), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, THENCE NORTH 60 FEET TO THE POINT OF BEGINNING;

A PORTION OF CHAPMAN AVENUE (ALSO KNOWN AS AND STREET SIGNED AS POTTENGER STREET) BETWEEN UNIVERSITY AVENUE SOUTH TO MIDLAND AVENUE AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT TWENTY-FIVE (25), BLOCK TWO (2), OF UNIVERSITY GROUNDS ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, THENCE SOUTH 280 FEET TO THE SOUTHWEST CORNER OF LOT TWENTY-FOUR (24), BLOCK TWO (2) OF UNIVERSITY GROUNDS TO THE CITY OF SHAWNEE, THENCE WEST 50 FEET TO THE SOUTHEAST CORNER OF LOT ONE (1), BLOCK THREE (3) OF THE UNIVERSITY GROUNDS ADDITION TO THE CITY OF SHAWNEE, THENCE NORTH 280 FEET TO THE NORTHEAST CORNER OF LOT FORTY-EIGHT (48) OF BLOCK THREE (3), UNIVERSITY GROUNDS ADDITION TO THE CITY OF SHAWNEE, THENCE EAST 50 FEET TO THE POINT OF BEGINNING SAME BEING THE NORTHWEST CORNER OF LOT TWENTY-FIVE (25), BLOCK TWO (2), OF UNIVERSITY GROUNDS ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA;

A PORTION OF POTTENGER AVENUE (ALSO KNOWN AS AND STREET SIGNED AS LONE STREET) BETWEEN UNIVERSITY AVENUE AND MIDLAND AVENUE; AND DESCRIBED AS FOLLOWS: AS BEGINNING

AT THE NORTHWEST CORNER OF LOT TWENTY-FIVE (25), BLOCK THREE (3) OF UNIVERSITY GROUNDS ADDITION TO THE CITY OF SHAWNEE, THENCE SOUTH 280 FEET TO THE SOUTHWEST CORNER OF LOT TWENTY-FOUR (24), BLOCK THREE (3), UNIVERSITY GROUNDS ADDITION TO THE CITY OF SHAWNEE, THENCE WEST 50 FEET TO THE SOUTHEAST CORNER OF LOT ONE (1), BLOCK FOUR (4) OF UNIVERSITY GROUNDS ADDITION TO THE CITY OF SHAWNEE, THENCE NORTH 280 FEET TO THE NORTHEAST CORNER OF LOT FORTY-EIGHT (48), BLOCK FOUR (4), UNIVERSITY GROUNDS ADDITION TO THE CITY OF SHAWNEE, THENCE EAST 50 FEET TO THE POINT OF BEGINNING SAME BEING THE NORTHWEST CORNER OF LOT TWENTY-FIVE (25), BLOCK THREE (3) OF UNIVERSITY GROUNDS ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA,

be and the same is hereby closed.

SECTION 3. That the City of Shawnee, Oklahoma, shall retain the absolute right to reopen said streets without expense to the City.

SECTION 4. That the closing of said streets shall not affect the right to maintain, repair, reconstruct, operator or remove utility, public service corporation, transmission company or the City of Shawnee facilities or service thereon, including water lines and sewer, nor shall such closing affect the private ways existing by operation of law, unless released in writing executed by the owners thereof.

SECTION 5. That for the preservation of the public peace, health and safety, an emergency is hereby declared to exist by reason whereof this ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2017.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

EMERGENCY SEPARATELY MOVED AND APPROVED this ____ day of _____, 2017.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

JOSEPH VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

8.

Meeting Date: 01/17/2017

OBU Close St Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.)

Attachments

OBU Close Agreement

AGREEMENT

BY AND BETWEEN OKLAHOMA BAPTIST UNIVERSITY

AND

THE CITY OF SHAWNEE

THIS AGREEMENT, (referred to herein as "Agreement") made the day and year last written below, by and between The Oklahoma Baptist University, an Oklahoma religious and educational corporation, hereinafter referred to as OBU, and the City of Shawnee of the State of Oklahoma, hereinafter referred to as the CITY, for the intents and purposes stated herein and subject to the following terms and conditions state:

WHEREAS, OBU has developed a vision for its campus which includes placing the primary entrance to a new performing arts center on the south side of the main campus; and

WHEREAS, Certain streets as more fully described in this Agreement should be closed and vacated

NOW FOR AND IN CONSIDERATION of the recitals and mutual covenants, representations, and warranties set forth in this Agreement, OBU and CITY agree as follows:

1. **Closing of Streets.** Contemporaneously with the approval of this Agreement, CITY has passed an ordinance closing to the public the following streets, to-wit:
 - a. University Drive and described as follows:

A strip of land known as University Drive 60 feet in width lying 30 feet on each side of the following described center line; Beginning at a point on the north line of University Street, City of Shawnee, Oklahoma, 223.5 feet West of the center line of Kickapoo Street, City of Shawnee, Oklahoma, and running north 481.0 feet to a point of curvature, thence left on a curve having a radius of 92 feet, 289.0 feet to

a point of tangency; thence South 481.0 feet to the north line of University Street.

- b. University Avenue (also known as University Street) from Kickapoo Avenue to Airport Drive and described as follows:

Beginning 960 feet South and 33 feet West of the Northeast Corner of Section Twelve (12), Township Ten (10) North, Range Three (3) East of the Indian Meridian, thence West 2607 feet, thence South 60 feet to the Northwest Corner of Lot Twelve (12), Block Five (5), of University Grounds Addition to the City of Shawnee, thence East 2607 feet to a point 33 feet West of the East line of Section Twelve (12), Township Ten (10) North, Range Three (3) East of the Indian Meridian, thence North 60 feet to the point of beginning.

- c. Chapman Avenue (also known as and street signed as Pottenger Street) between University Avenue south to Midland Avenue and described as follows:

Beginning at the Northwest Corner of Lot Twenty-five (25), Block Two (2), of University Grounds Addition to the City of Shawnee, Pottawatomie County, Oklahoma, thence South 280 feet to the Southwest Corner of Lot Twenty-four (24), Block Two (2) of University Grounds to the City of Shawnee, thence West 50 feet to the Southeast Corner of Lot One (1), Block Three (3) of the University Grounds Addition to the City of Shawnee, thence North 280 feet to the Northeast Corner of Lot Forty-eight (48) of Block Three (3), University Grounds Addition to the City of Shawnee, thence East 50 feet to the point of beginning same being the Northwest Corner of Lot Twenty-five (25), Block Two (2), of University Grounds Addition to the City of Shawnee, Pottawatomie County, Oklahoma.

- d Pottenger Avenue (also known as and street signed as Lone Street) between University Avenue and Midland Avenue; and described as follows:

As beginning at the Northwest Corner of Lot Twenty-five (25), Block Three (3) of University Grounds Addition to the City of Shawnee, thence South 280 feet to the Southwest Corner of Lot Twenty-four (24), Block Three (3), University Grounds Addition to the City of Shawnee, thence West 50 feet to the Southeast Corner of Lot One (1), Block Four (4) of University Grounds Addition to the City of Shawnee, thence North 280 feet to the Northeast Corner of Lot Forty-eight (48), Block Four (4), University Grounds Addition to the City of Shawnee, thence East 50 feet to the point of beginning same being the Northwest Corner of Lot Twenty-five (25), Block Three (3) of University Grounds Addition to the City of Shawnee, Pottawatomie County, Oklahoma.

2. **Vacation of Streets.** OBU agrees that after the City Commission of the City of Shawnee passes an ordinance closing the above described streets, it may, at any time, commence an action in the District Court of the Twenty-third Judicial District Sitting in and for Pottawatomie County, State of Oklahoma, to vacate said streets thereby foreclosing the right of CITY to reopen said streets. Upon OBU commencing an action in the District Court of the Twenty-third Judicial District Sitting in and for Pottawatomie County, State of Oklahoma, to vacate said streets, CITY agrees to execute and file an Answer and Disclaimer disclaiming its right, title or interest in the streets sought to be vacated. No vacation of any street, or part thereof, shall operate to invalidate or impair the right of any municipal utility or regulated transmission company to continue to possess, occupy, and use that part of the public ways, utility easements, or rights-of-way existing within the affected area and occupied and used by any municipal utility or regulated transmission company for the performance of its public service undertaking.

3. **Consideration:** In consideration of the City executing this Agreement, OBU agrees to leave University Avenue physically open for vehicular and pedestrian access, in the substantially the same manner it is currently utilized by the public, until the 17th day of January, 2027, or any extension of the termination date of this Agreement as may be agreed upon in writing, which consent to any extension shall not be withheld, conditioned, or delayed unreasonably.
4. **Entire Agreement.** This Agreement contains the entire understanding of the Parties and supersedes all previous verbal and other written agreements between the Parties with respect to the subject matter of this Agreement.
5. **Severability.** The provisions of this Agreement are severable. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity or enforceability of any other of its provisions. If one or more provisions of this Agreement are declared invalid or unenforceable, the remaining provisions will remain in full force and effect and will be construed in the broadest possible manner to effectuate the purposes of this Agreement.
6. **Amendment.** Alterations, modifications, or amendments of a provision of this Agreement will not be binding unless such alteration, modification, or amendment is in writing and signed by each Party.
7. **Waiver.** A waiver by a Party of any provision of this Agreement in any instance will not be deemed a waiver of such provision, or any other provision of this Agreement, as to any future instance or occurrence. All remedies, rights, undertakings, and obligations contained in this Agreement will be cumulative and none of them will be in limitation of any other remedy, right, undertaking, or obligation of a Party.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.
9. **Interpretations in Writing.** Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or played a greater role in the preparation of subsequent drafts, the Parties agree that neither of them will be

deemed the drafter of this Agreement and that, in construing this Agreement, no provision will be construed in favor of one Party on the ground that such provision was drafted by the other. If any claim is made by a Party relating to any conflict, omission, or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of either Party or its counsel.

This Agreement is binding upon the parties hereto, their, successors and assigns.

IN WITNESS THEREOF, the Parties herein named have thereunto set their hands and seals this 19th day of December, 2016.

City of Shawnee

BY: _____
Justin Erickson, City Manager

Oklahoma Baptist University

BY: _____
Dr. David W. Whitlock, President

Regular Board of Commissioners

9.

Meeting Date: 01/17/2017

St Gregory Detachment Ord

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

SGU Detach Memo

SGU Detach Ord

SGU Detach Ord Ex A



Office of the City Manager

MEMORANDUM

AGENDA: January 17, 2017

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Detachment of Territory: St. Gregory's University**

SUMMARY

The attached map outlines properties owned by St. Gregory's University and the Benedictine Fathers of Sacred Heart Mission, Inc. that are proposed for detachment from the City of Shawnee. The lands total approximately 520 acres. Detachment will facilitate USDA sponsored financing that will allow St. Gregory's to refinance debt and put the University on the path for future stability and growth.

There is no direct budget impact to the City of Shawnee. The City receives only nominal sales tax generated from sales on the property and there are no applicable property taxes.

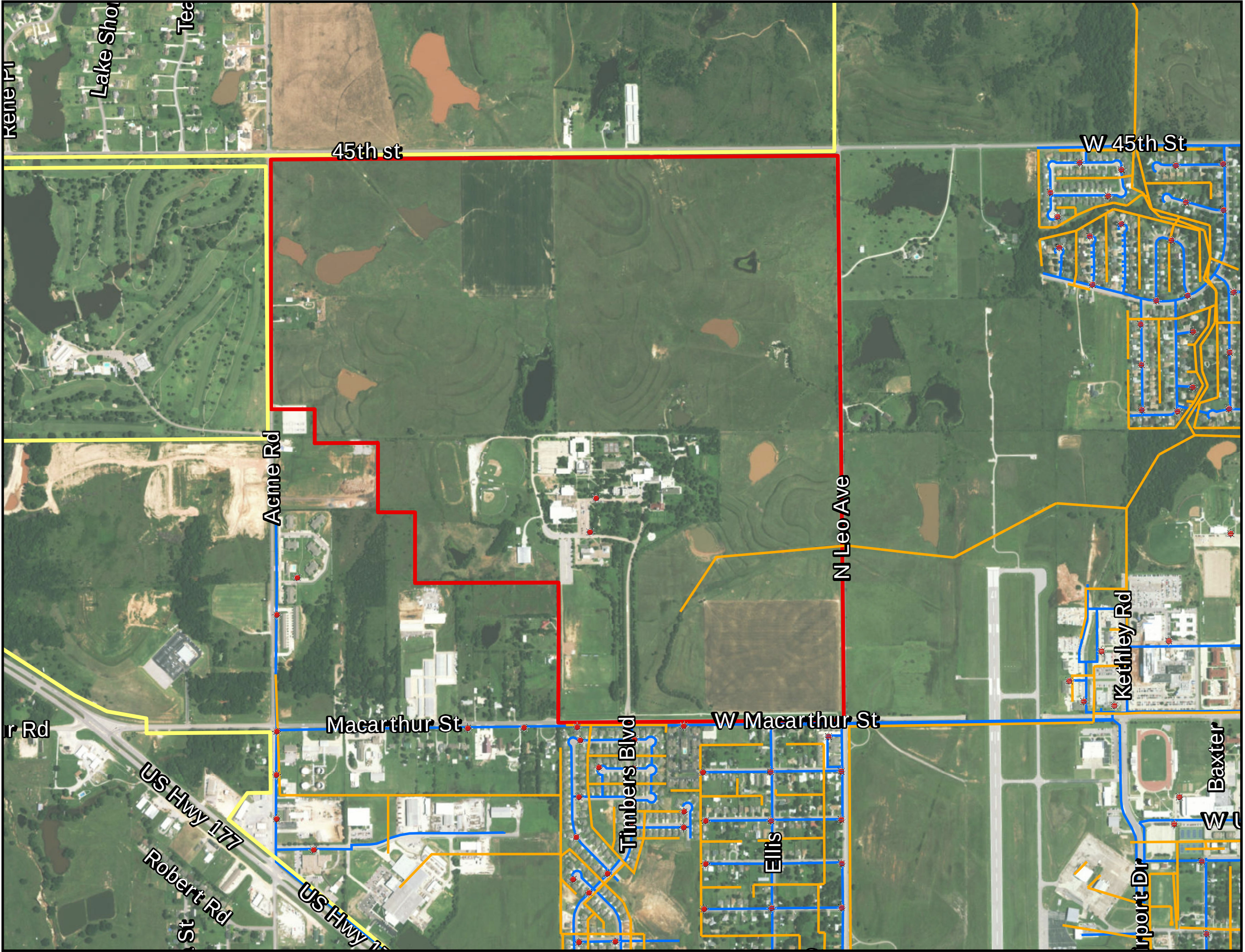
According to U.S. Census data, 303 individuals are counted as residing within the boundaries of the area proposed for detachment and as such, City population will decrease accordingly upon detachment.

City staff will present an agreement ancillary to detachment that will address a variety of matters at the City Commission meeting on January 17.

RECOMMENDATION

Staff recommends adoption of the ordinance to detach territory, provided that an ancillary agreement approved by the City Attorney is also adopted that protects all relevant City interests.

Attachment



St. Gregory's University

Legend

-  City Limits
-  Water Hydrant
-  Sewer Lines
-  Water Lines

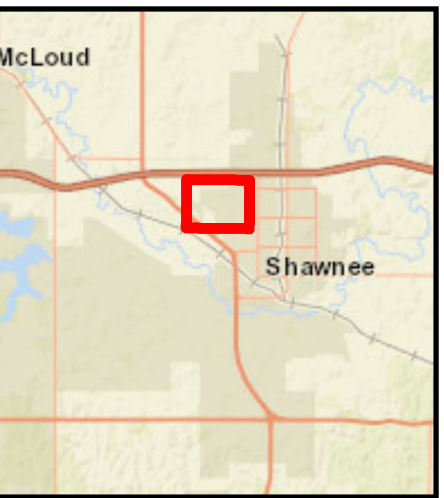
Property



1 inch = 839 feet

0 410 820 1,640 Feet

DISCLAIMER: THIS MAP IS FOR GENERAL INFORMATION PURPOSES ONLY. THE INFORMATION PROVIDED IS NOT GUARANTEED TO BE ACCURATE OR COMPLETED. ANY ERRORS AND INACCURACIES WILL NOT BE THE RESPONSIBILITY OR THE LIABILITY OF THE CITY OF SHAWNEE.



ORDINANCE NO. _____NS

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.

WHEREAS, on the 3rd day of January, 2017, a formal written request seeking the detachment of property described on Attachment 1 was received by the City of Shawnee; and

WHEREAS, Pursuant to 11 OKLA. STAT. § 21-110 (A)(1) the City of Shawnee has the authority to detach municipal territory by ordinance; and

WHEREAS, the City Commissioners of the City of Shawnee have determined that an ordinance detaching certain property located North of MacArthur, East of Acme Road, South of 45th Street, West of Leo Street, Pottawatomie County should be granted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1: The land described in Attachment 1 and made a part hereof is detached from the City Limits of the City of Shawnee.

Section 2: **SEVERABILITY.** The provisions of this ordinance are severable, and if any sentence, provision or other part of this Ordinance shall be held invalid, the decision of the courts so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 3: **CODIFICATION.** This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 4: **REPEALER.** All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

Section 5: **EMERGENCY.** Because it is necessary for the protection of the public's health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this _____ day of _____, 2017.

RICHARD FINLEY
MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC
CITY CLERK

Emergency separately approved this _____ day of _____, 2017.

RICHARD FINLEY
MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS _____ day of _____,
2017.

JOSEPH M. VORNDRAN
CITY ATTORNEY

EXHIBIT “A”

PARCEL ONE:

Legal Description:

- Tract 1: SW/4 NE/4 & S 3/4 of SE/4 NE/4 & S/2 S/2 NW/4 NE/4 of Section 2, Township 10 North, Range 3 East, Pottawatomie County, OK, approximately 80 acres, more or less;
- Tract 2: N/2 N/2 SE/4 NE/4 of Section 2, Township 10 North, Range 3 East, Pottawatomie County, OK, approximately 10 acres, more or less;
- Tract 3: N/2 NW/4 NE/4 & N/2 S/2 NW/4 NE/4 & NE/4 NE/4 of Section 2, Township 10 North, Range 3 East, Pottawatomie County, OK, approximately 70 acres, more or less;

PARCEL TWO:

Legal Description:

SE/4 SE/4 of Section 2 Township 10 North, Range 3 East; Pottawatomie County, OK, approximately 40 Acres, more or less;

PARCEL THREE:

Legal Description:

- Tract 1: NE/4 SE/4 of Section 2, Township 10 North, Range 3 East, approximately 40 acres, more or less;
- Tract 2: E/2 W/2 SE/4 of Section 2, Township 10 North, Range 3 East, approximately 20 acres, more or less;

PARCEL FOUR:

Legal Description:

- Tract 1: W/2 W/2 SE/4 of Section 2, Township 10 North, Range 3 East, approximately 44 acres, more or less;
- Tract 2: NE/4 of SW/4 of Section 2 Township 10 North, Range 3 East, approximately 40 acres, more or less;

PARCEL FIVE:

Legal Description:

NW/4 Less 380' E & W X 330' N & S IN SE/C & N1/2; NW SW Less 14.85 AC 2012-4768 of Section 2, Township 10 North, Range 3 East, approximately 162 acres, more or less.

Regular Board of Commissioners

10.

Meeting Date: 01/17/2017

St Gregory Detachment Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

No file(s) attached.

Regular Board of Commissioners

11.

Meeting Date: 01/17/2017

NRC Annex

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

NRC Annex Memo

NRC Annex Public Notice

NRC Annex Ord



MEMORANDUM

AGENDA: January 17, 2016

TO: Shawnee City Commission

FROM: Justin DeBruin, Planning Director

RE: North Rock Creek School Annexation Request

SUMMARY

The North Rock Creek School Board requests annexation of 60.57 acres into the City of Shawnee. The Annexation is to facilitate future construction of a new high school. Annexation will allow utilization of City services (police, fire, water/sewer, building inspections).

To provide some background, a total of 6.47 acres of land was annexed into the City of Shawnee at the request of the North Rock Creek School Board on October 17, 2011. The nature of such a request was to facilitate construction of a new Middle School / Gymnasium, with the expectation to annex additional property in the future, as improvements and upgrades are made.

ZONING AND COMPREHENSIVE PLAN

Per Section 1501.9 of the Shawnee Zoning Code, annexed land shall be zoned A-1 (Agricultural) unless otherwise classified by the City Commission. In this case, zoning the site A-1 is logical because of the location and intended use of the property. Elementary and secondary schools are permitted outright in the A-1 Zoning District. Pursuant to the Shawnee Comprehensive Plan, the subject property is anticipated to have a future land use consistent with Rural Development/Agriculture. An A-1 designation is consistent with the Shawnee Comprehensive Plan. The existing elementary school and previously annexed land is zoned A-1.

STAFF RECOMMENDATION

Staff recommends that the Shawnee City Commission approve the Annexation Ordinance and incorporate the North Rock Creek High School site into the City and that the property be zoned A-1.

Attachments





LEGAL DESCRIPTION EXHIBIT "A"
LEGAL DESCRIPTION

A TRACT OF LAND THAT IS THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION TWENTY (20), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN BASE MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA.

LESS AND EXCEPT THE EAST 330.00 FEET OF THE SE/4 SE/4 SW/4;

AND LESS AND EXCEPT A TRACT OF LAND DESCRIBED AS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID E/2 SW/4; THENCE S89°24'56"W A DISTANCE OF 601.88 FEET ALONG THE SOUTH LINE OF THE SW/4 TO THE POINT OF BEGINNING; THENCE N00°15'34"W A DISTANCE OF 324.05 FEET; THENCE S89°44'20"W A DISTANCE OF 210.00 FEET; THENCE S00°15'34"E A DISTANCE OF 325.23 FEET; THENCE N89°24'56"E A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT A TRACT OF LAND DESCRIBED AS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID E/2 SW/4; THENCE S89°24'56"W A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°24'56"W A DISTANCE OF 110.00 FEET; THENCE N00°15'34"W A DISTANCE OF 470.54 FEET; THENCE S74°58'33"W A DISTANCE OF 178.73 FEET; THENCE S89°43'35"W A DISTANCE OF 407.18 FEET; THENCE N00°15'34"W A DISTANCE OF 515.00 FEET; THENCE N89°43'35"E A DISTANCE OF 407.18 FEET; THENCE S00°15'34"E A DISTANCE OF 455.00 FEET; THENCE N74°58'33"E A DISTANCE OF 300.10 FEET; THENCE S00°29'33"W A DISTANCE OF 560.89 FEET TO THE POINTS OF BEGINNING.
SAID TRACT CONTAINS 60.57 ACRES MORE OR LESS.

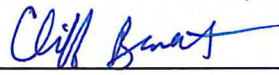
LEGAL DESCRIPTION WAS PREPARED ON DECEMBER 20, 2016 BY CLIFF BENNETT, PLS #1815 WITH THE BEARINGS BASED ON THE SOUTH LINE OF SECTION 20 AS N89°24'56"E.

SURVEYOR'S CERTIFICATE

I, CLIFF BENNETT OF BENNETT SURVEYING, INC., CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE REPRESENTATION OF THE LEGAL DESCRIPTION DESCRIBED, AND THAT THE SURVEY OF THE LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

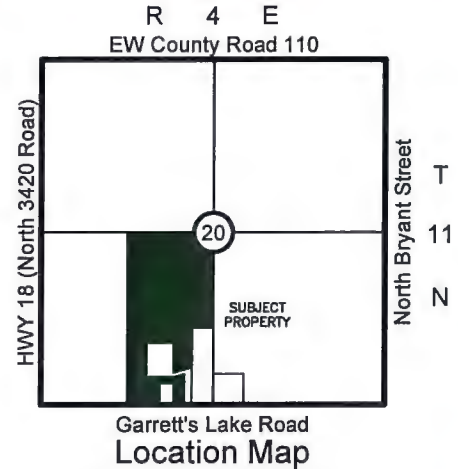
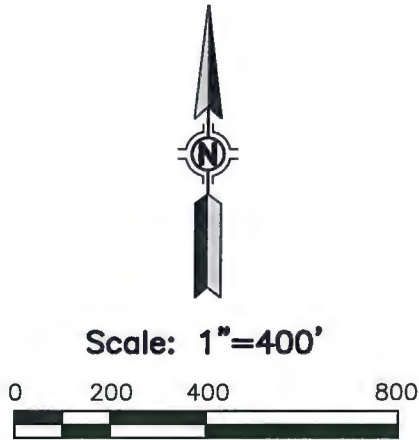
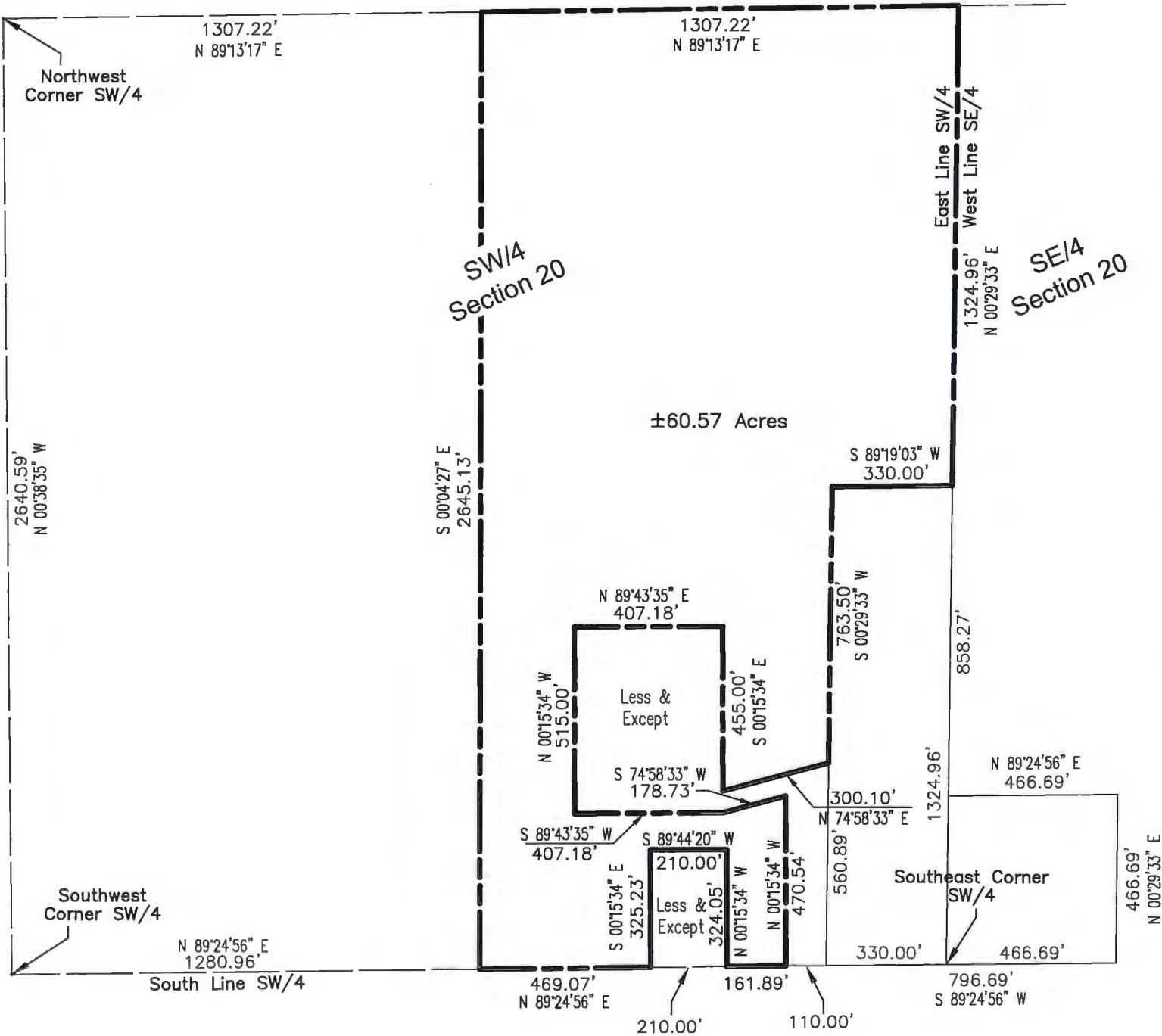
WITNESS MY HAND AND SEAL THIS 20TH DAY OF DECEMBER, 2016.





CLIFF BENNETT, PLS
OKLAHOMA NO.1815
CERT. OF AUTH. NO. 4502
EXP. DATE JUNE 30, 2018

Legal Description Exhibit "A"



Legal Description

A TRACT OF LAND THAT IS THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION TWENTY (20), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN BASE MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA.
LESS AND EXCEPT THE EAST 330.00 FEET OF THE SE/4 SE/4 SW/4;

AND LESS AND EXCEPT A TRACT OF LAND DESCRIBED AS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID E/2 SW/4; THENCE S89°24'56"W A DISTANCE OF 601.88 FEET ALONG THE SOUTH LINE OF THE SW/4 TO THE POINT OF BEGINNING; THENCE N00°15'34"W A DISTANCE OF 324.05 FEET; THENCE S89°44'20"W A DISTANCE OF 210.00 FEET; THENCE S00°15'34"E A DISTANCE OF 325.23 FEET; THENCE N89°24'56"E A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT A TRACT OF LAND DESCRIBED AS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID E/2 SW/4; THENCE S89°24'56"W A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°24'56"W A DISTANCE OF 110.00 FEET; THENCE N00°15'34"W A DISTANCE OF 470.54 FEET; THENCE S74°58'33"W A DISTANCE OF 178.73 FEET; THENCE S89°43'35"W A DISTANCE OF 407.18 FEET; THENCE N00°15'34"W A DISTANCE OF 515.00 FEET; THENCE N89°43'35"E A DISTANCE OF 407.18 FEET; THENCE S00°15'34"E A DISTANCE OF 455.00 FEET; THENCE N74°58'33"E A DISTANCE OF 300.10 FEET; THENCE S00°29'33"W A DISTANCE OF 560.89 FEET TO THE POINTS OF BEGINNING.
SAID TRACT CONTAINS 60.57 ACRES MORE OR LESS.

LEGAL DESCRIPTION WAS PREPARED ON DECEMBER 20, 2016 BY CLIFF BENNETT, PLS #1815 WITH THE BEARINGS BASED ON THE SOUTH LINE OF SECTION 20 AS N89°24'56"E.

Surveyor's Statement

I, CLIFF BENNETT OF BENNETT SURVEYING, INC., CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE REPRESENTATION OF THE LEGAL DESCRIPTION DESCRIBED, AND THAT THE SURVEY OF THE LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 20TH DAY OF DECEMBER, 2016.

BY: Cliff Bennett
CLIFF BENNETT, R.P.L.S. No.1815
DECEMBER 20, 2016
DATE OF STATEMENT

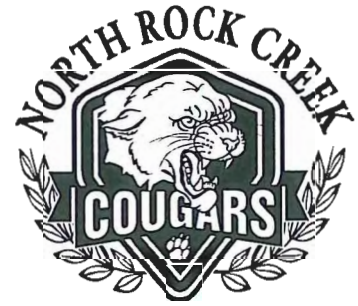


BENNETT
SURVEYING, INC.
P.O. BOX 848, CHOUTEAU, OK 74337
PHONE: (918) 476-7484 FAX: (918) 476-7485
C.A. NO.: 4502 EXP. DATE: 6/30/2018

SCALE:	1"=400'
DRAWN BY:	BAP
DRAWING:	164381TP.dwg
JOB:	164381 FILE: 1104.20

North Rock Creek School
42400 Garrett's Lake Road • Shawnee, OK 74804

Blake Moody
Superintendent



November 10, 2016

City of Shawnee
Justin Erickson, City Manager
16 West 9th Street
Shawnee, OK 74801

Mr. Justin Erickson,

Please consider this letter the formal request from North Rock Creek Public School to annex property for our future contruction into the City of Shawnee. Attached you will find the legal description, board of education agenda and minutes approving the annexation request. Thank you for your consideration.

Respectfully,

A handwritten signature in dark ink, consisting of the letters "BM" followed by a long, horizontal, slightly wavy line that extends to the right.

Blake Moody

Public Notice

In accordance with HB 1416 of the 1st Regular Session of the 36th Oklahoma Legislature, the North Rock Creek Board of Education will meet in regular session on:

Date: November 14, 2016

Time: 6:30 p.m.

Place: North Rock Creek School – Berm Conference Room
42400 Garrett's Lake Road
Shawnee, OK 74804

Note: The North Rock Creek Board of Education may discuss, vote to approve, vote to disapprove, vote to table, or decide not to vote or take action on any item on this agenda.

The agenda for this meeting will be as follows:

1. Call to order and recording of members present and absent.
2. Approval of the Agenda.
3. Public Participation.
4. Consent Docket. All of the following items, which concern reports and items of routine nature normally approved at a board meeting, will be approved by one vote unless any board member desires to have a separate vote on any or all of these items. The consent docket consists of the discussion, motion, and vote to approve or not approve the following items:
 - a. Minutes of the October 10, 2016, regular board meeting.
 - b. Enrollment Summary.
 - c. Financial Reports.
 - d. 2016-2017 – General Fund Purchase Orders (), General Fund Warrants (), Building Fund Purchase Orders (), Building Fund Warrants (), COOP Fund Purchase Orders (), COOP Fund Warrants (), Child Nutrition Fund Purchase Orders (), Child Nutrition Fund Warrants (), Bond Fund Purchase Orders (), Bond Fund Warrants ().
 - e. Resolution calling for the Annual School Election to be held on Tuesday, February 14, 2017, from 7:00 a.m. to 7:00 p.m., in all polling places located in the District, for the purpose of voting upon candidates for Office Number Two (2), five-year term, of the Board of Education and providing for a runoff election (if needed) to be held April 4, 2016, from 7:00 a.m. to 7:00 p.m., in all polling places located in the District, for the purpose of voting upon candidates for Office Number Two (2), five-year term.

5. Discussion, motion, and vote to approve or not approve any or all items removed from the consent docket.
6. Discussion, motion, and vote to approve a property annexation into the City of Shawnee for the purpose of new construction.
7. Proposed executive session to discuss:
 - a. Employment of a cook for the remainder of the 2016-2017 school year. 25 O.S. § 307 (B)(1).
8. Vote to convene or not convene into executive session.
9. Executive Session Minutes Compliance Announcement.
10. Discussion, motion, and vote to approve or not approve hiring Jennifer Castaneda as a cook for the remainder of the 2016-2017 school year.
11. New Business
12. Adjournment

This agenda was posted on the inside of the front door of the elementary building on the 11th day of November 2016, and notice of this regular meeting was given to the Pottawatomie County Clerk prior to December 15, 2015.

A handwritten signature in black ink that reads "Blake Moody". The signature is written in a cursive, flowing style.

Blake Moody, Superintendent

BOARD MINUTES
REGULAR BOARD MEETING
NOVEMBER 14, 2016

The North Rock Creek Board of Education met in session on Monday, November 14, 2016 in the conference room of North Rock Creek School. The meeting was called to order at 6:30p.m. by Mr. Rick Gowin, President. The required notice had previously been given to the County Clerk on, December 11, 2015. The agenda was posted on November 10, 2016 in accordance with 25 O.S 1982, § 311 (9).

Roll call to establish a quorum, verified that board members Adam Hester, Vice President, Sherri Stacy, Board Clerk, Brian Blansett & Chris White were present meeting. Also in attendance were Blake Moody, Superintendent, Denise Sims, Principal, Chad Brooking, Dean of Students, Sally Odom, Board Secretary.

Mr. Blansett made the motion and Mr. Gowin seconded to approve the agenda. Motion carried 5-0.

Stacy –Yes Gowin – Yes Hester – Yes White- Yes Blansett- Yes

There was no public participation.

Administration Reports were given Dr. Sims, Principal, Mr. Brooking, Dean of Student's, Mr. Moody, Superintendent.

Mr. Gowin presented the Consent Docket. All of the following items, which concern reports and items of routine nature normally approved at board meeting, will be approved by one vote unless any board member desires to have a separate vote on any or all of these items. The consent docket consists of the discussion, motion, and vote to approve or not approve the following items: nature normally approved at a board meeting, will be approved by one vote unless any board member desires to have a separate

vote on any or all of these items. The consent docket consists of the discussion, motion, and vote to approve or not approve the following items:

- a. Minutes of the October 10, 2016, regular board meeting.
- b. Enrollment Summary.
- c. Financial Reports.
- d. 2016-2017 – General Fund Purchase Orders (270-312), General Fund Warrants (602-835), Building Fund Purchase Orders (none), Building Fund Warrants (8-13), COOP Fund Purchase Orders (none), COOP Fund Warrants (27-40), Child Nutrition Fund Purchase Orders (none), Child Nutrition Fund Warrants (61-88), Bond Fund Purchase Orders (none), Bond Fund Warrants (none).
- e. Resolution calling for the Annual School Election to be held on Tuesday, February 14, 2017, from 7:00 a.m. to 7:00 p.m., in all polling places located in the District, for the purpose of voting upon candidates for Office Number Two (2), five-year term, of the Board of Education and providing for a runoff election (if needed) to be held April 4, 2016, from 7:00 a.m. to 7:00 p.m., in all polling places located in the District, for the purpose of voting upon candidates for Office Number Two (2), five-year term.

Mrs. Stacy made the motion to approve the agenda as read and Mr. White seconded. Motion carried 5-0.

Stacy –Yes Gowin – Yes Hester – Yes White- Yes Blansett- Yes

Mr. Blansett made the motion to approve and Mrs. Stacy seconded a property annexation into the City of Shawnee for the purpose of new construction. Motion carried 5-0.

Stacy –Yes Gowin – Yes Hester – Yes White- Yes Blansett- Yes

Board did not convene into executive session.

Mrs. Stacy made the motion an Mr. White seconded to approve hiring Jennifer Castaneda as a cook for the remainder of the 2016-2017 school year. Motion carried 5-0.

Stacy –Yes Gowin – Yes Hester – Yes White- Yes Blansett- Yes

There was no new business.

Mr. Gowin made the motion to adjourn at 7:03 and Mr. Hester seconded. Motion carried 5-0.

Stacy – Yes Gowin –Yes Hester – Yes White- Yes Blansett- Yes

e.

f. Resignation of Anita Morgan from full-time teacher and reassignment to part-time Elementary Counselor for the 2016-2017 school year. 25 O.S. § 307 (B) (1).

Motion carried 3-0.

Stacy – Yes Gowin –Yes Hester – Yes

Board returned to open session at 7:44 p.m. Mr. Gowin read the Compliance Announcement.

Mrs. Stacy made the motion and Mr. Hester seconded to approve hiring support personnel for the 2016-2017 school year. Motion carried 3-0.

Stacy – Yes Gowin –Yes Hester – Yes

Mr. Hester made the motion and Mrs. Stacy seconded to approve Shirley Wood as Early Childhood Teacher for the 2016-2017 school year. Motion carried 3-0.

Stacy – Yes Gowin –Yes Hester – Yes

Mr. Hester made the motion and Mrs. Stacy seconded to approve hiring Alisha Whitefield as Kindergarten Teacher for the 2016-2017 school year. Motion carried 3-0.

Stacy – Yes Gowin –Yes Hester – Yes

Mr. Hester made the motion and Mrs. Stacy seconded to approve hiring Jill Webb as an educational aide for the 2016-2017 school year. Motion carried 3-0.

Stacy – Yes

Gowin –Yes

Hester – Yes

Mr. Gowin made the motion and Mr. Hester seconded to accept the resignation of Anita Morgan as 3rd Grade Teacher and reassign her as Elementary Counselor for the 2016-2017 school year. Motion carried 3-0.

Stacy – Yes

Gowin –Yes

Hester – Yes

Mr. Moody gave the Superintendent's Report.

There was no new business.

Mr. Gowin made the motion at 8:16 to adjourn Mrs. Stacy seconded.

Motion passed 3-0

Stacy – Yes

Gowin – Yes

Hester – Yes

Mrs. Stacy made the motion and Mr. Gowin seconded to approve hiring Stormi Roller as an cook for the 2014-2015 school year. Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mr. Moody gave the Superintendent's Report.

There was no New Business.

Mr. Gowin made the motion to adjourn Mr. Hester seconded. Meeting was adjourned at 8:11 pm. Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mr. Hester made the motion and Mrs. Stacy seconded to approve hiring Mrs. Sandra Valentine on a Temporary Contract for the 2014-2015 school year. Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

There is no new business.

Mr. Gowin made the motion to adjourn at 7:31 pm and Mrs. Stacy seconded. Motion passed 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mr. Hester made the motion and Mr. Gowin seconded to approve the docket as read.

Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mrs. Stacy made the motion and Mr. Gowin seconded to not reorganize the board offices.

Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mr. Gowin made the motion and Mrs. Stacy seconded to convert the school day to hourly which would give 9.1 snow days in the school calendar. Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mr. Moody gave the Superintendent's Report.

Tuesday, March 12th @6 p.m. Gordon Cooper Tech. Center

Documentary Screening "We Are Rural" will be shown by POE.

There was no new business.

Mr. Gowin made the motion to adjourn and Mr. Hester seconded. Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mr. Gowin made the motion and Mrs. Stacy seconded to approve a Policy Update CHD and adopt the Oklahoma Schools Secure Purchasing Card Program Resolution. Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mr. Gowin made the motion to convene into Executive Session and Mrs. Stacy seconded. Motion carried 3-0. Board convened at 7:05 pm into Executive Session.

Mr. Gowin read the Executive Session Minutes Compliance Announcement at 7:22:

- i. The employment of the following administrators, so the board may return to open session and vote to change employment status, not change employment status, or table the employment status of the following administrators. 25 O.S. § 307 (B)(1).
 - i. Denise Sims, Principal
 - ii. Roy Woods, Dean of Students
- ii. The contract with Barlow Education Management Services, so the board may return to open session and vote to approve or not

approve the contract with Barlow Education Management Services
25 O.S. § 307 (B) (1).

Mr. Hester made the motion and Mrs. Stacy seconded to approve the employment of
Denise Sims, Principal for the 2013-2014 school year. Motion carried 3-0.

Stacy – Yes Gowin – Yes Hester – Yes

Mr. Hester made the motion and Mrs. Stacy seconded to approve the employment of Roy
Woods , as Dean of Students for the 2013-2014 school year. Motion carried 3-0.

Stacy – Yes Gowin – Yes Hester – Yes

Mr. Hester made the motion and Mrs. Stacy seconded to approve the contract with
Barlow Education Management Services for the 2013-2014 school year. Motion carried
3-0.

Stacy – Yes Gowin – Yes Hester – Yes

Mr. Moody gave the Superintendent's Report.

New Business: Mr. Gowin made the motion and Mr. Hester seconded to approve the
update of policy DPB. Motion carried 3-0.

Stacy – Yes Gowin – Yes Hester – Yes

Mr. Gowin made the motion and Mr. Hester seconded to approve the employment of Blake Moody, Superintendent, for the 2013-2014 school year. Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mr. Moody gave the Superintendent's Report.

There was no new business.

Mr. Gowin made the motion to adjourn and Mrs. Stacy seconded. Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mr. Gowin made the motion to approve the agenda and Mrs. Stacy seconded. Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mrs. Stacy made the motion and Mr. Gowin seconded to approve Policy FNCD as recommended by the Safe & Healthy School Committee. Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mr. Gowin made the motion and Mrs. Stacy seconded to approve authorizing a lease with Sooner Copy for a new Sharp Copier for the 2012-2013 school year. Motion passed 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mr. Gowin made the motion and Mrs. Stacy seconded to approve the schedule of Regular Board Meetings for the 2013 School Year. Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mr. Gowin made the motion and Mrs. Stacy seconded to approve Form(s) 308 for the Bond Fund Interest. Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mrs. Stacy made the motion and Mr. Gowin seconded to convene into executive session at 7:30 p.m. to discuss the following:

a. The evaluation of Blake Moody, Superintendent. 25 O.S. § 307 (B) (1).
Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Board returned to open session at 9:02 p.m. Mr. Gowin read the Executive Session Minutes Compliance Announcement.

Mr. Moody gave the Superintendent's Report.

New Business:

Mr. Gowin made the motion and Mrs. Stacy seconded declaring the Canon IR Copy Machine as surplus. Motion carried 3-0.

Stacy – Yes

Gowin – Yes

Hester – Yes

Mr. Gowin made the motion and Mr. Hested seconded the meeting was adjourn at

9:20 p.m.

- a. II of the Americans with Disabilities Act, Title VI of the Civil Rights Act, Title IX of the Education Amendments, Age Discrimination Act, and Boy Scouts Act.
- b. 2012-2013 Title I School wide Plan.

c. 2012-2013 Reading Sufficiency Plan.

Mr.Hester made the motion to approve the consent docket and Ms. Stacy seconded.
Motion carried 2-0.

Stacy – Yes

Gowin –

Hester – Yes

Mr.Hester made the motion to approve the policy update EHDF and North Rock Creek
Online School regulations and Ms. Stacy seconded. Motion carried 2-0.

Stacy – Yes

Gowin –

Hester – Yes

Mr. Moody gave the Superintendent's Report.

Mr. Woods gave the Dean of Students Report.

There was no new business.

Mr.Hester made the motion to adjourn at 7:50 and Ms. Stacy seconded.
Motion carried 2-0.

Stacy – Yes

Gowin –

Hester – Yes

Mr. Hester made the motion and Ms. Stacy seconded to approve hiring Luci Copelin as a Fifth Grade Teacher for the 2012-2013 school year. 25O.S. § 307 (B) (1). Motion carried 3-0

Stacy – Yes Gowin – Yes Hester – Yes

Mr. Hester made the motion and Ms. Stacy seconded to approve hiring Alicia Robertson as a Kindergarten Teacher for the 2012-2013 school year. 25O.S. § 307 (B) (1). Motion carried 3-0

Stacy – Yes Gowin – Yes Hester – Yes

Mr. Hester made the motion and Ms. Stacy seconded to approve hiring J.R. Rogers as a Kindergarten Teacher for the 2012-2013 school year. 25O.S. § 307 (B) (1). Motion carried 3-0

Stacy – Yes Gowin – Yes Hester – Yes

There was no new business.

Mr. Gowin made the motion to adjourn and Mr. Hester seconded at 9:20 pm. Motion carried 3-0.

Stacy – Yes Gowin – Yes Hester – Yes

No action was taken on future facility needs and possible funding to meet future facility needs.

Mrs. Sims gave the Princhere was no new business.

The meeting adjourned at 7:55 p.m.

EXECUTIVE SESSION MINUTES
REGULAR BOARD MEETING

February 9, 2009

The board convened into executive session at _____ p.m.

Those in attendance were:

Dolores Dockrey, President
Adam Hester, Vice-President
Rick Gowin, Clerk
Marc Moore, Superintendent
Denise Sims, Principal

The following items were discussed:

- a. The evaluation and employment of Marc Moore, Superintendent, so the board may return to open session and vote to change employment status, not change employment status, or table the employment status of Marc Moore, Superintendent. 25 O.S. § 307 (B) (1).
- b. The request for temporary leave of absence from Jill Anderson, bus driver, so the board may return to open session and vote to approve, not approve, or table the temporary leave of absence request. 25 O.S. § 307 (B) (1).
- c. The temporary employment of Tim Collins, bus driver, so the board may return to open session and vote to approve, not approve, or table the temporary employment of Tim Collins. 25 O.S. § 307 (B) (1).
- d. The resignation of Karla May, cheer sponsor, effective at the end of the 2008-2009 school year, so the board may return to open session and vote to approve, not approve, or table the resignation of Karla May, cheer sponsor. 25 O.S. § 307 (B) (1).

The board returned to open session at _____ p.m.

V. Dolores Dockrey, President

Adam Hester, Vice-President

Rickey Gowin, Clerk

City of Shawnee
Notice and Public Hearing
Annexation Request

Applicant: North Rock Creek School, 42400 Garrett's Lake Road, Shawnee, OK.

Size: 60.57 Acres

Proposed Use: Construction of a new high school

Property Ownership: All land proposed for annexation is owned by North Rock Creek School

Hearing Information: The Shawnee City Commission will consider the annexation request and conduct a public hearing on January 17th, 2017 at 6:30 PM at Shawnee City Hall, Commission Chambers, 16 W. 9th Street, Shawnee, OK.

For information or to view the file, please contact:

Shawnee Planning Department
222 N. Broadway
Shawnee, OK 74801
(405) 878-1665
Hours: M-F, 8-5

General Location: The site is located north and west of the existing middle school and elementary school, generally located at 42400 Garrett's Lake Road, Shawnee, OK. See legal description and map below.

Legal Description:

A TRACT OF LAND THAT IS THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION TWENTY (20), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN BASE MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA.

LESS AND EXCEPT THE EAST 330.00 FEET OF THE SE/4 SE/4 SW/4; AND LESS AND EXCEPT A TRACT OF LAND DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID E/2 SW/4; THENCE S89°24'56"W A DISTANCE OF 601.88 FEET ALONG THE SOUTH LINE OF THE SW/4 TO THE POINT OF BEGINNING; THENCE N00°15'34"W A DISTANCE OF 324.05 FEET; THENCE S89°44'20"W A DISTANCE OF 210.00 FEET; THENCE S00°15'34"E A DISTANCE OF 325.23 FEET; THENCE N89°24'56"E A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING.

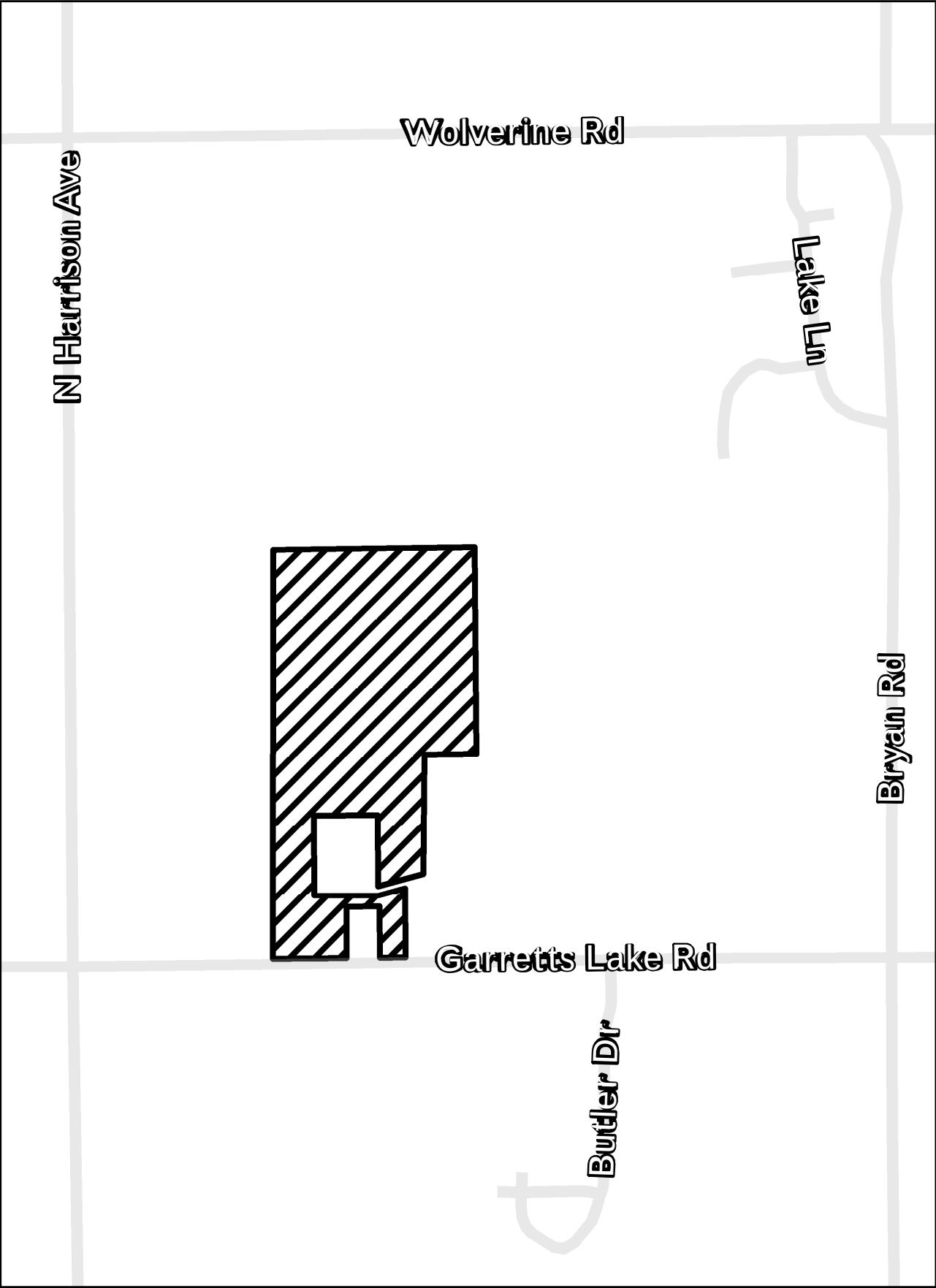
AND LESS AND EXCEPT A TRACT OF LAND DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID E/2 SW/4; THENCE S89°24'56"W A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°24'56"W A DISTANCE OF 110.00 FEET; THENCE N00°15'34"W A DISTANCE OF 470.54

FEET; THENCE S74°58'33"W A DISTANCE OF 178.73 FEET; THENCE S89°43'35"W A DISTANCE OF 407.18 FEET; THENCE N00°15'34"W A DISTANCE OF 515.00 FEET; THENCE N89°43'35"E A DISTANCE OF 407.18 FEET; THENCE S00°15'34"E A DISTANCE OF 455.00

FEET; THENCE N74°58'33"E A DISTANCE OF 300.10 FEET; THENCE S00°29'33"W A DISTANCE OF 560.89 FEET TO THE POINTS OF BEGINNING.

SAID TRACT CONTAINS 60.57 ACRES MORE OR LESS.



N Harrison Ave

Wolverine Rd

Lake Ln

Bryan Rd

Garretts Lake Rd

Butler Dr

ORDINANCE NO. _____NS

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.

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

SECTION 1. That pursuant to the provisions of 11 Oklahoma Statute Section 21-101 et seq. and the written request of one-hundred percent of owners of the following described property located outside the present boundaries of the City of Shawnee, Oklahoma:

A TRACT OF LAND THAT IS THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION TWENTY (20), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN BASE MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA.

LESS AND EXCEPT THE EAST 330.00 FEET OF THE SE/4 SE/4 SW/4; AND LESS AND EXCEPT A TRACT OF LAND DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID E/2 SW/4; THENCE S89°24'56"W A DISTANCE OF 601.88 FEET ALONG THE SOUTH LINE OF THE SW/4 TO THE POINT OF BEGINNING; THENCE N00°15'34"W A DISTANCE OF 324.05 FEET; THENCE S89°44'20"W A DISTANCE OF 210.00 FEET; THENCE S00°15'34"E A DISTANCE OF 325.23 FEET; THENCE N89°24'56"E A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING.

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SAID TRACT CONTAINS 60.57 ACRES MORE OR LESS.

is hereby annexed into the corporate limits of the City of Shawnee, Oklahoma, pursuant to the provisions of law applicable thereto, and zoned as A-1; Agricultural.

Section 2. That the "City Map of the City of Shawnee, Oklahoma" be amended accordingly to reflect said annexation.

Section 3. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. That the provisions of this ordinance are severable, and if any part or provision hereof shall be held void, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

PASSED AND APPROVED this ____ day of _____, 2017.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

JOSEPH VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

12.

Meeting Date: 01/17/2017

Ward Change

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.

Attachments

Ward Change Memo

Ward Change Memo Ex 1

Ward Change Memo Ex 2

Ward Change Public Notice

Ward Change Ord

Ward Change Ord Ex 1



Office of the City Manager

STAFF REPORT AND RECOMMENDATION

AGENDA: December 5, 2016

TO: Honorable Mayor and Members of the City Commission

FROM: Justin Erickson
Justin Erickson, City Manager

RE: **Proposed Changes to Ward Boundaries**

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.

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 4,976 people. If the current ward boundaries were not changed, the maximum difference in population between the wards would be 1,711 people or 5.73 percent.

As proposed, the maximum variance is substantially reduced to 267 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.

Table 1: Current and Proposed Population Distribution by Ward

Ward #	Current Population	Overall Percent	Proposed Population	Overall Percent
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	--

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 January 17 meeting for consideration.

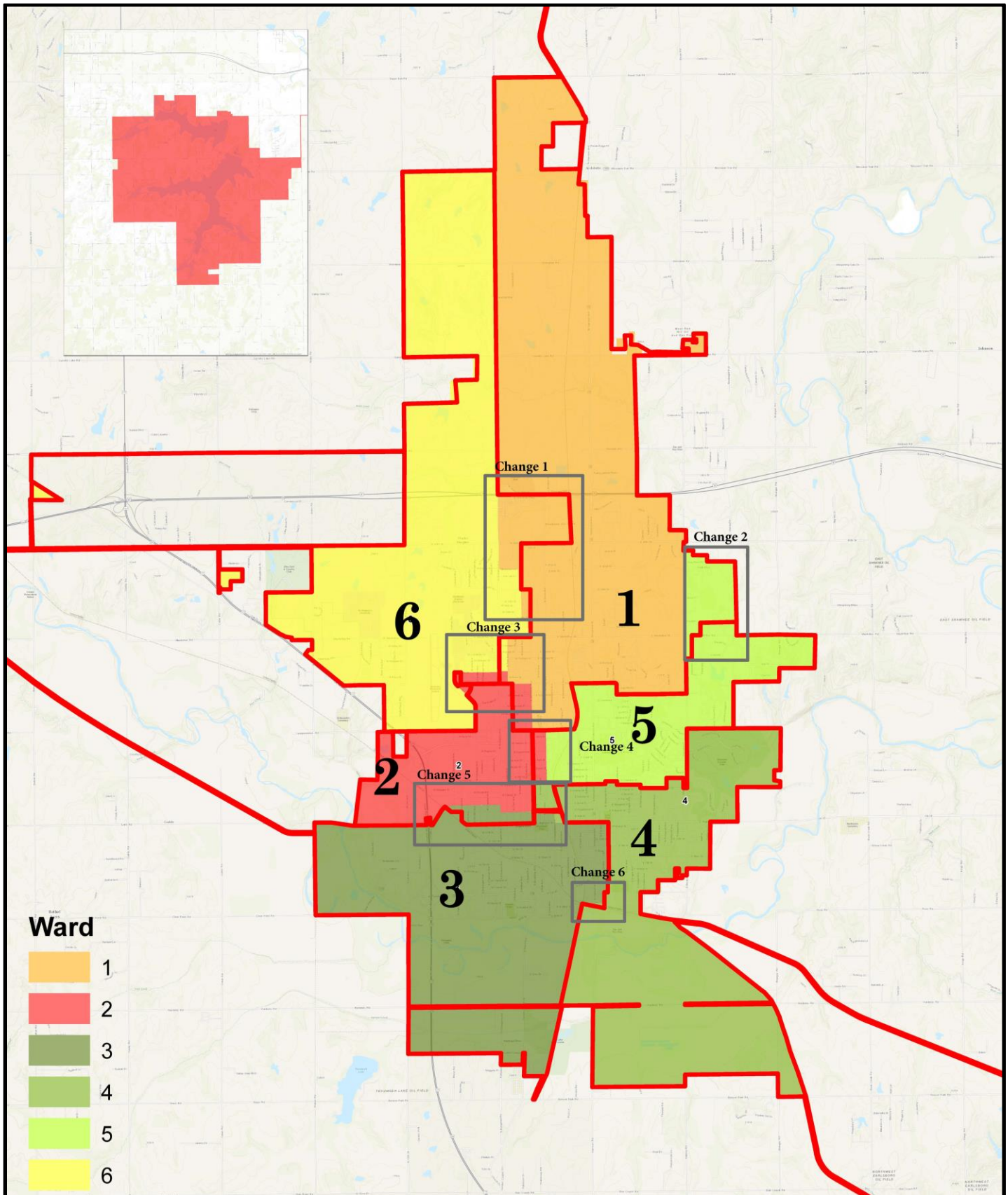
CONCLUSION

Staff respectfully requests City Commission Authorization to provide the required legal notice and prepare an Ordinance for consideration at the January 17 City Commission meeting.

EXHIBITS

1. Overview of ward boundary proposed changes (8 pages)
2. Map of proposed new ward boundaries

EXHIBIT 1

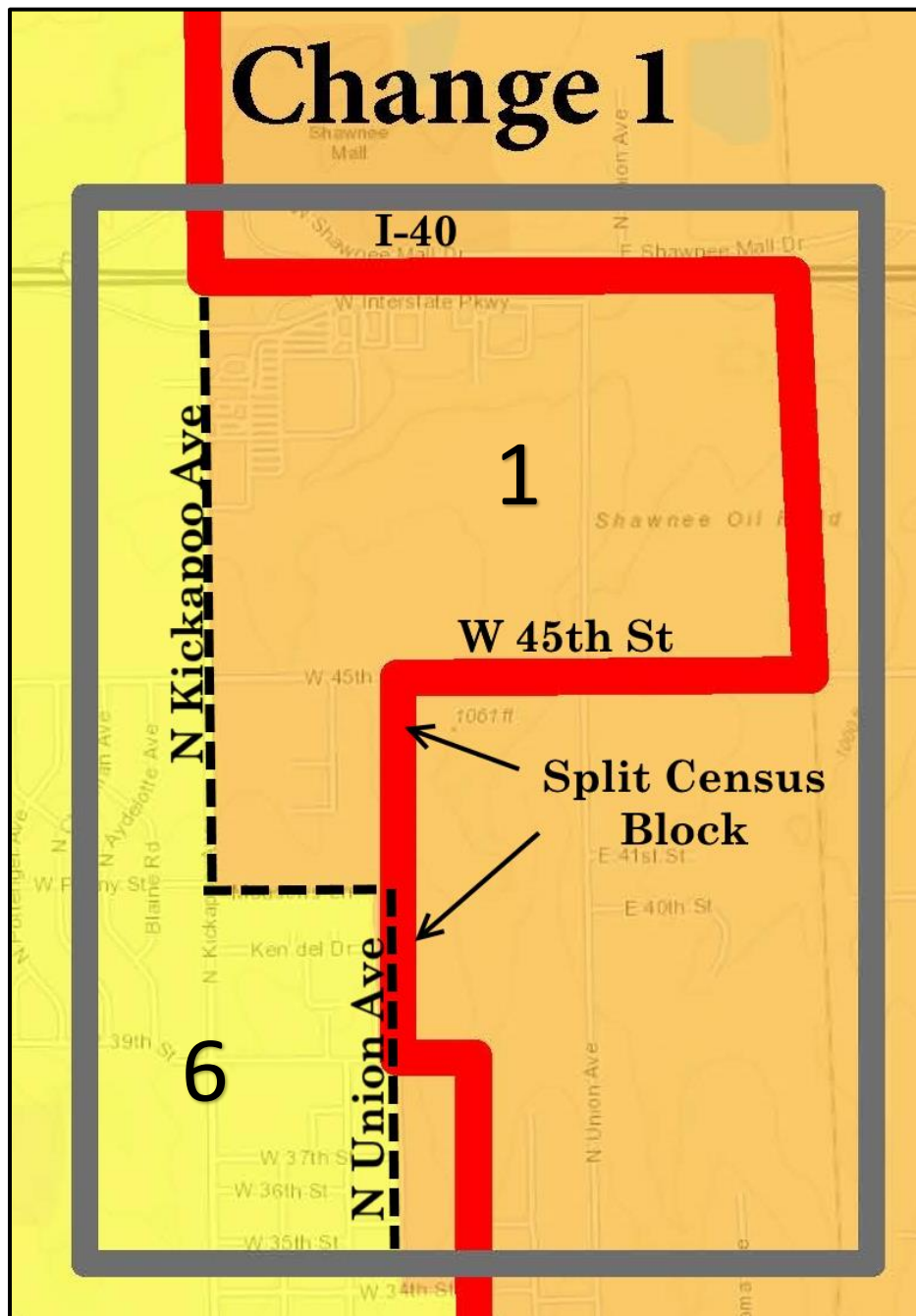


Overview of Ward boundaries and proposed modifications (red lines = current boundaries)

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

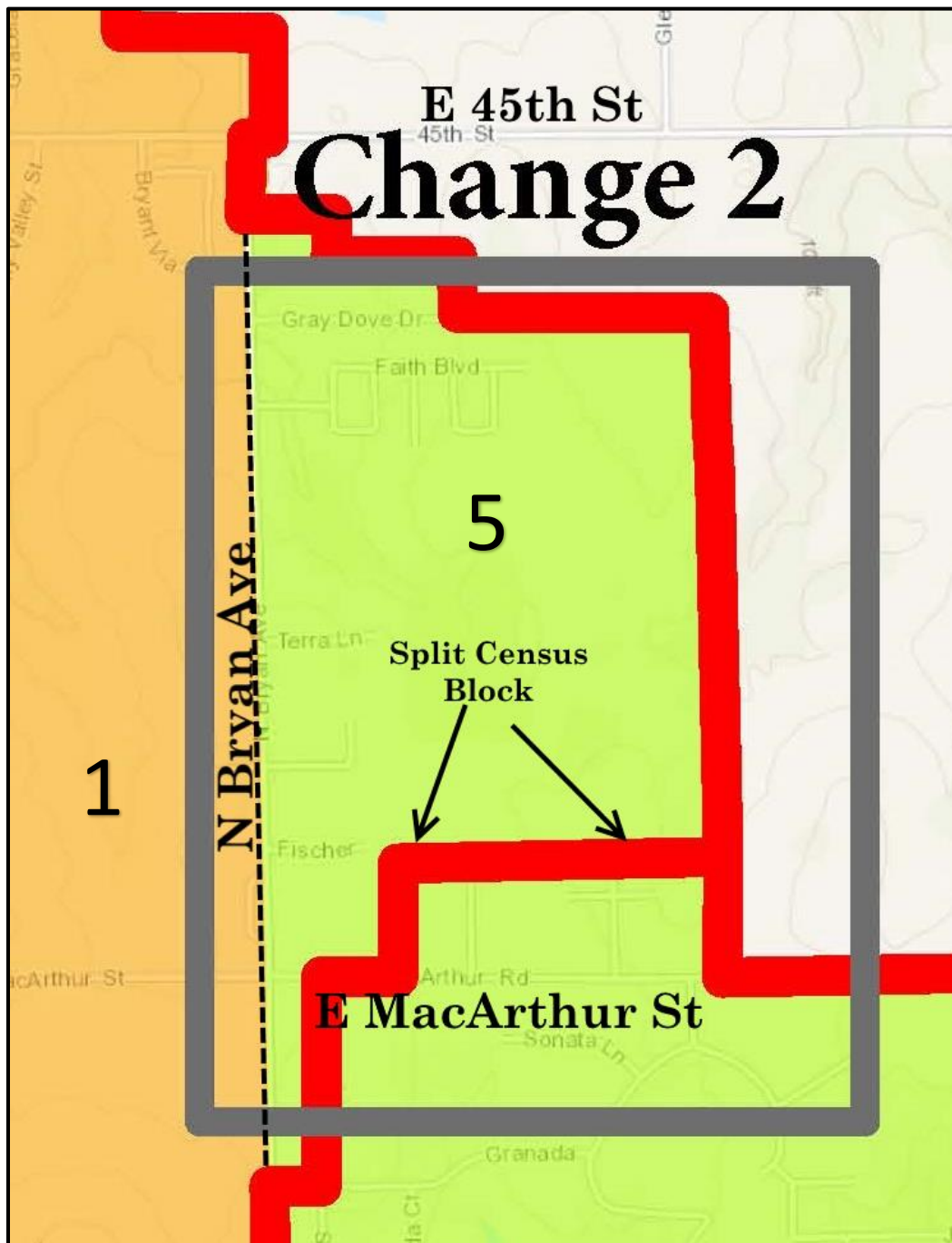


Note: The red line is the current boundary and the black dashed line is proposed.

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

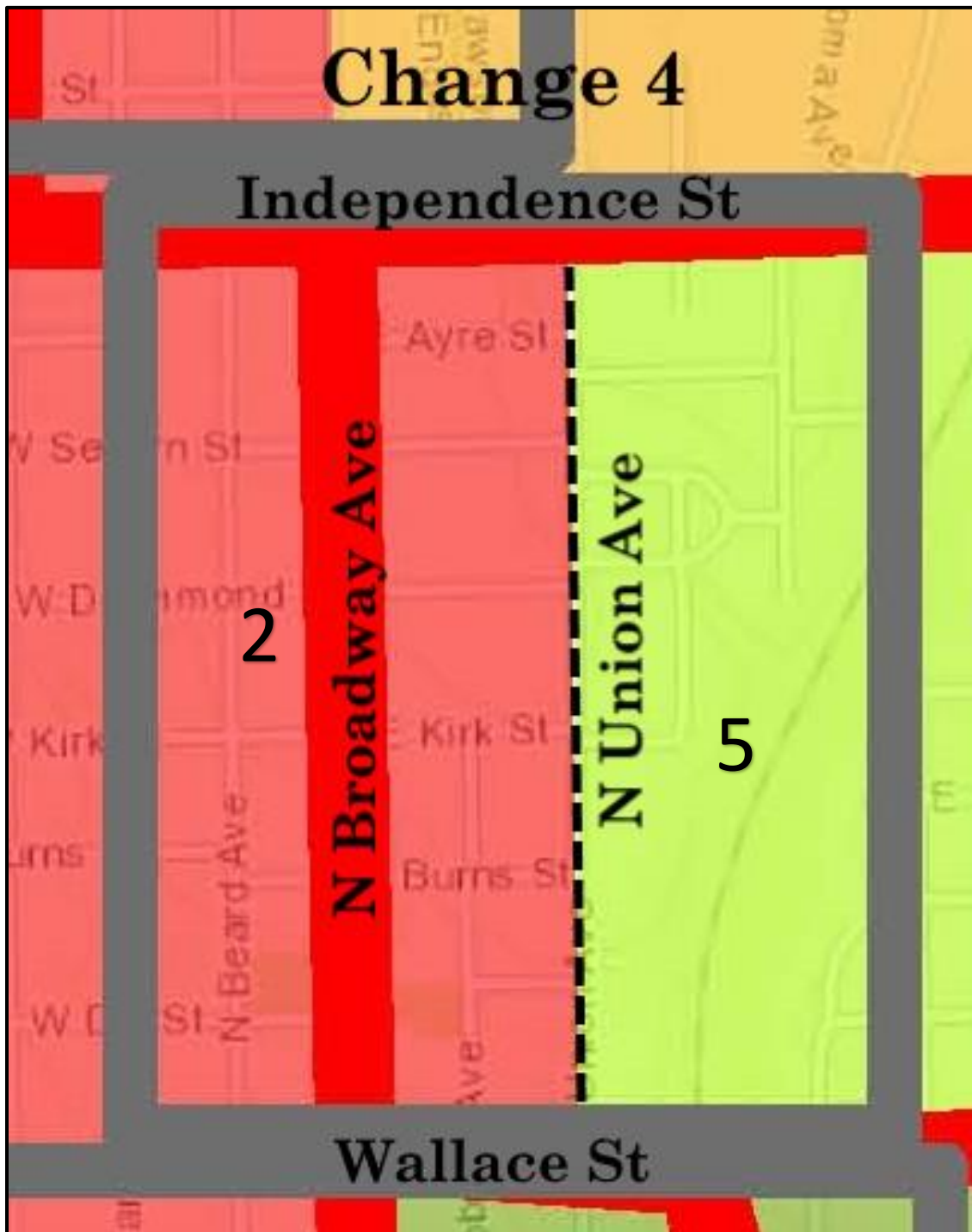


Note: The red line is the current boundary and the black dashed line is proposed.

Proposed Change 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

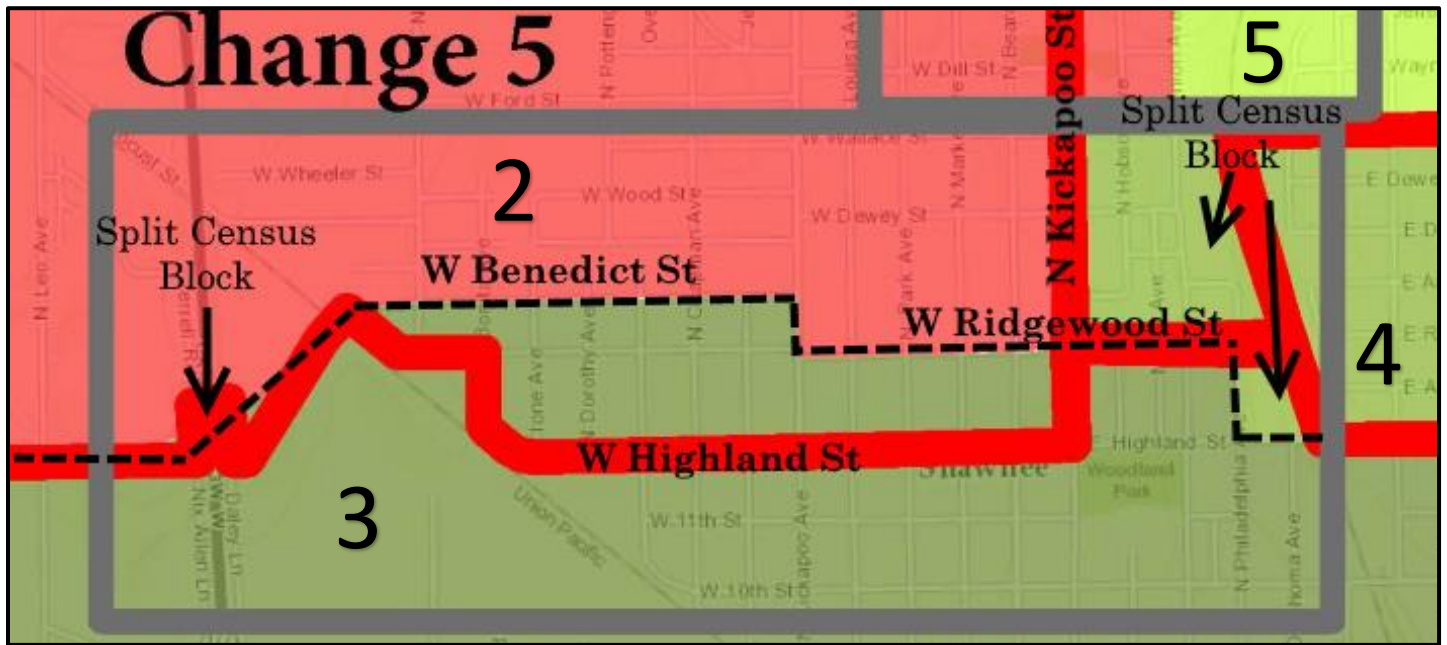


Note: The red line is the current boundary and the black dashed line is proposed.

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

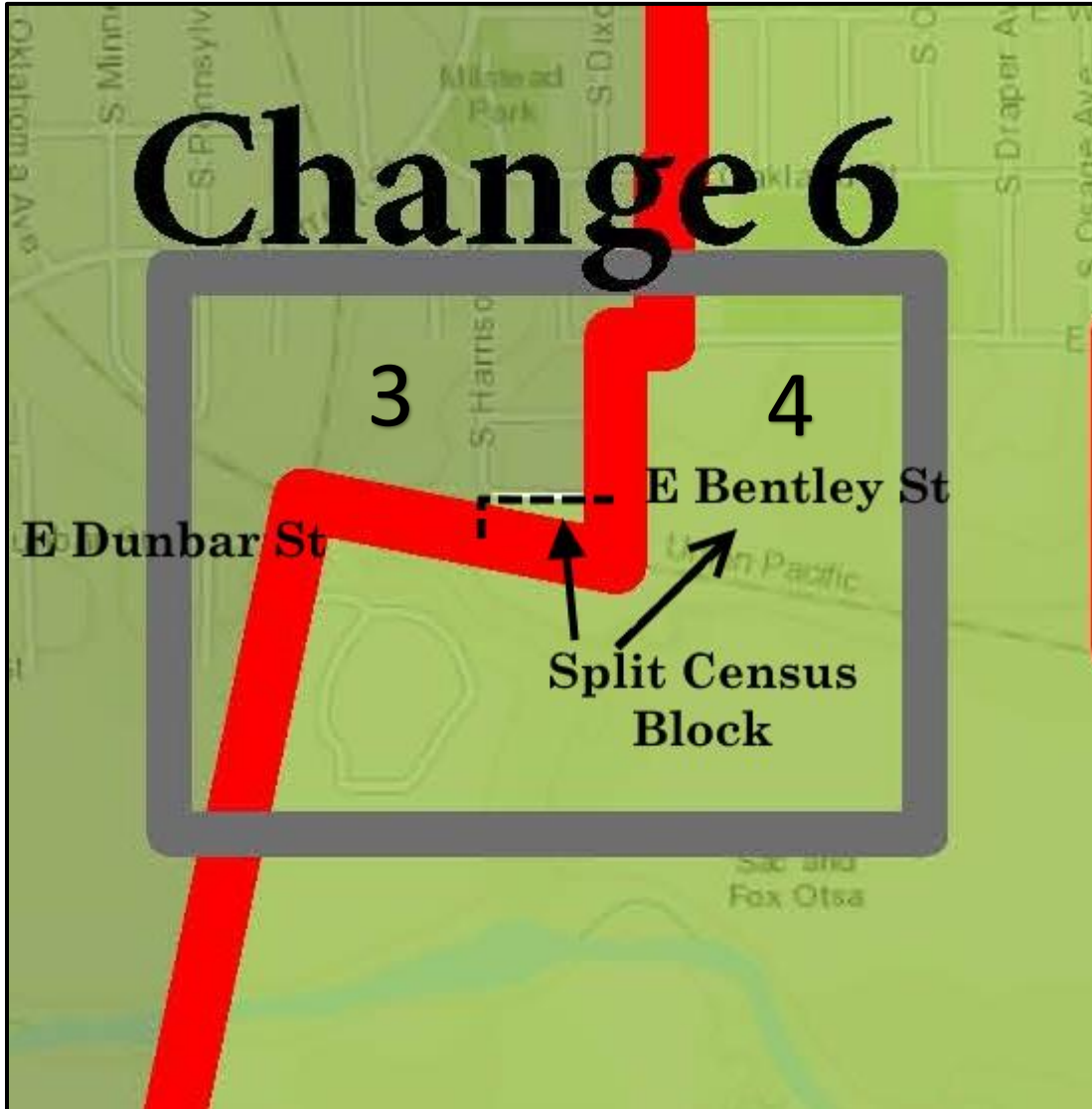


Note: The red line is the current boundary and the black dashed line is proposed.

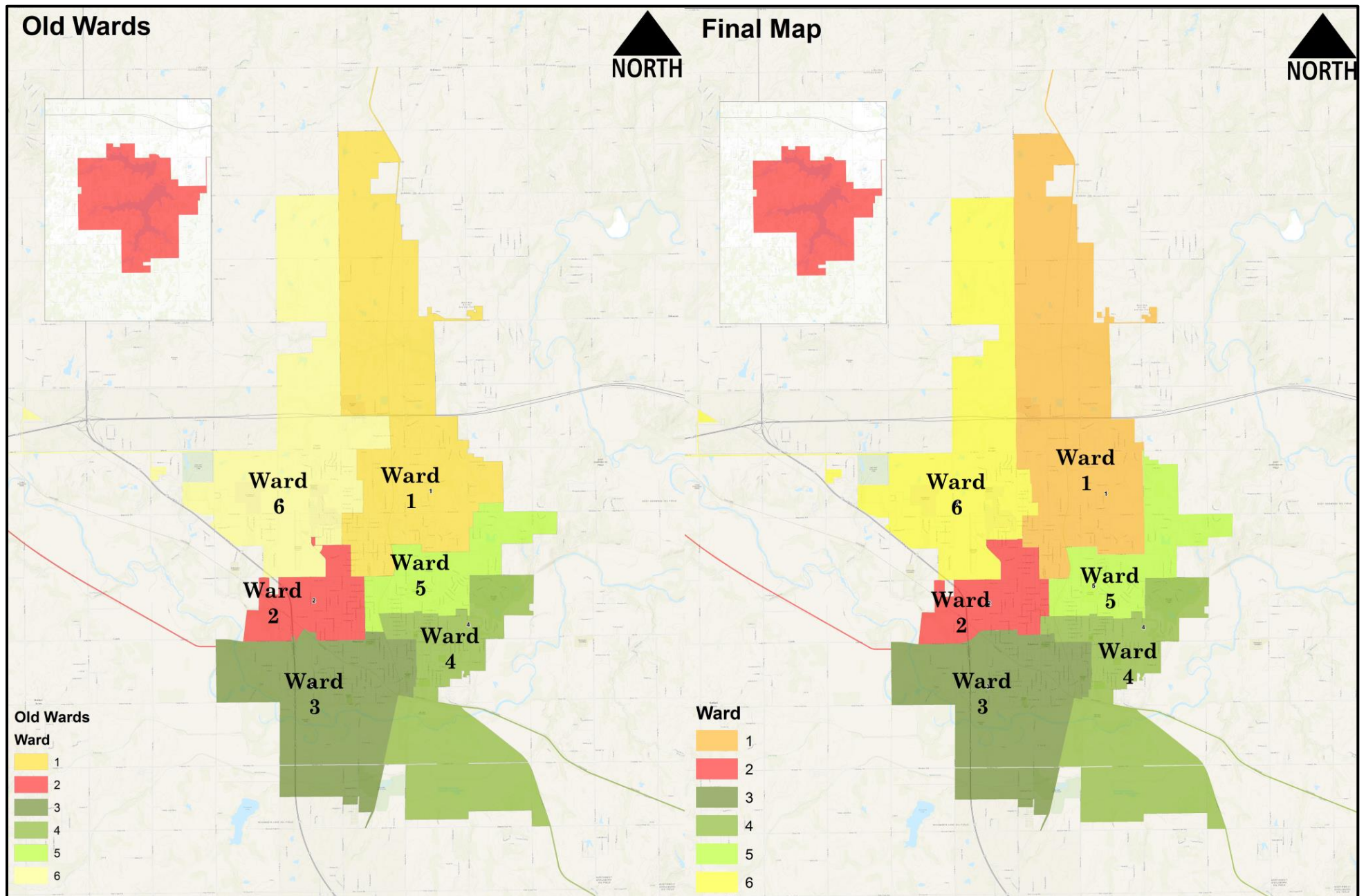
Proposed Change 6

This proposed change:

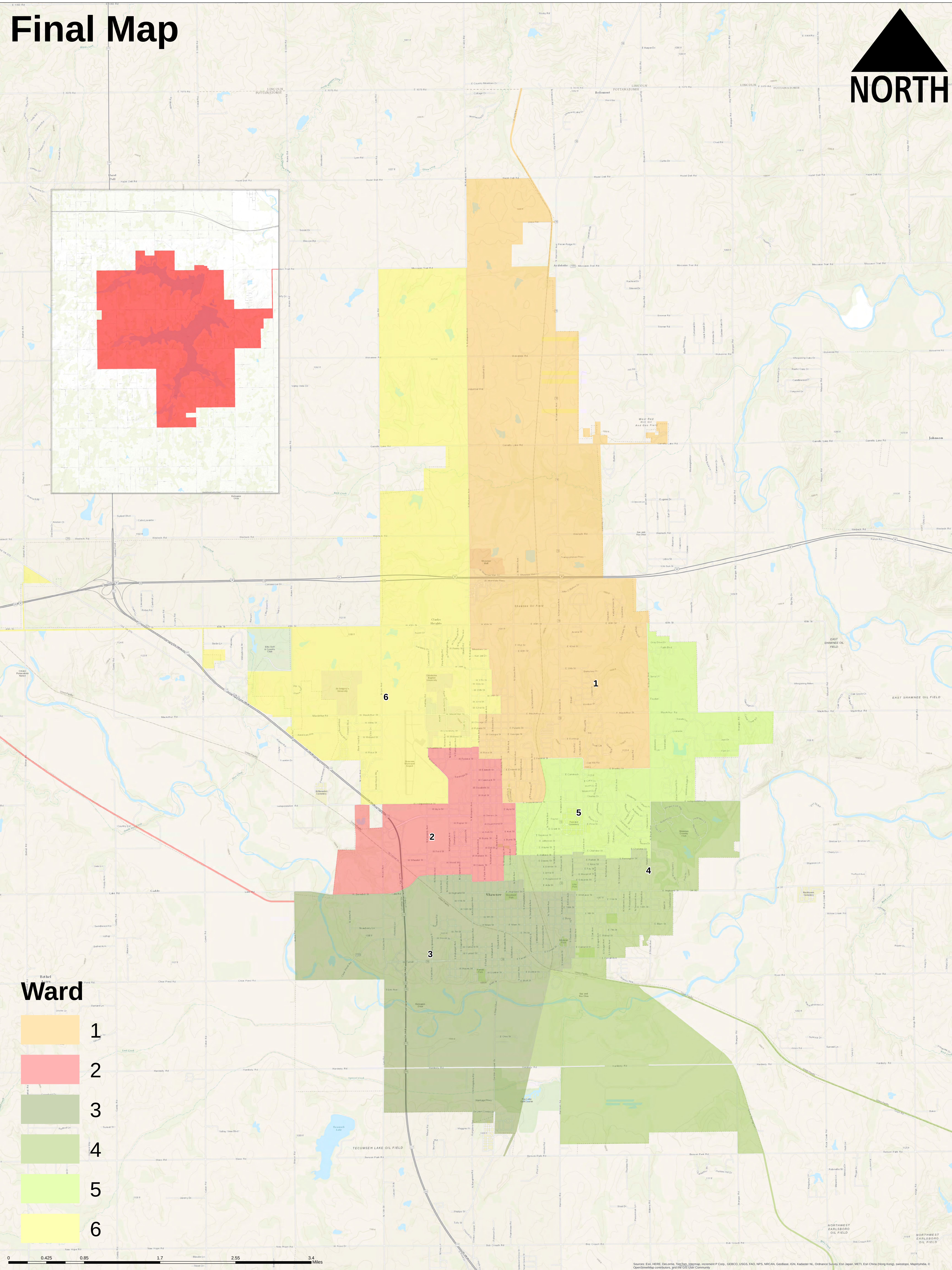
- Resolves a split census block between Ward 3 and Ward 4 and is a relatively simple change.



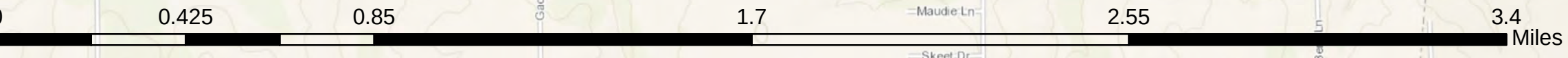
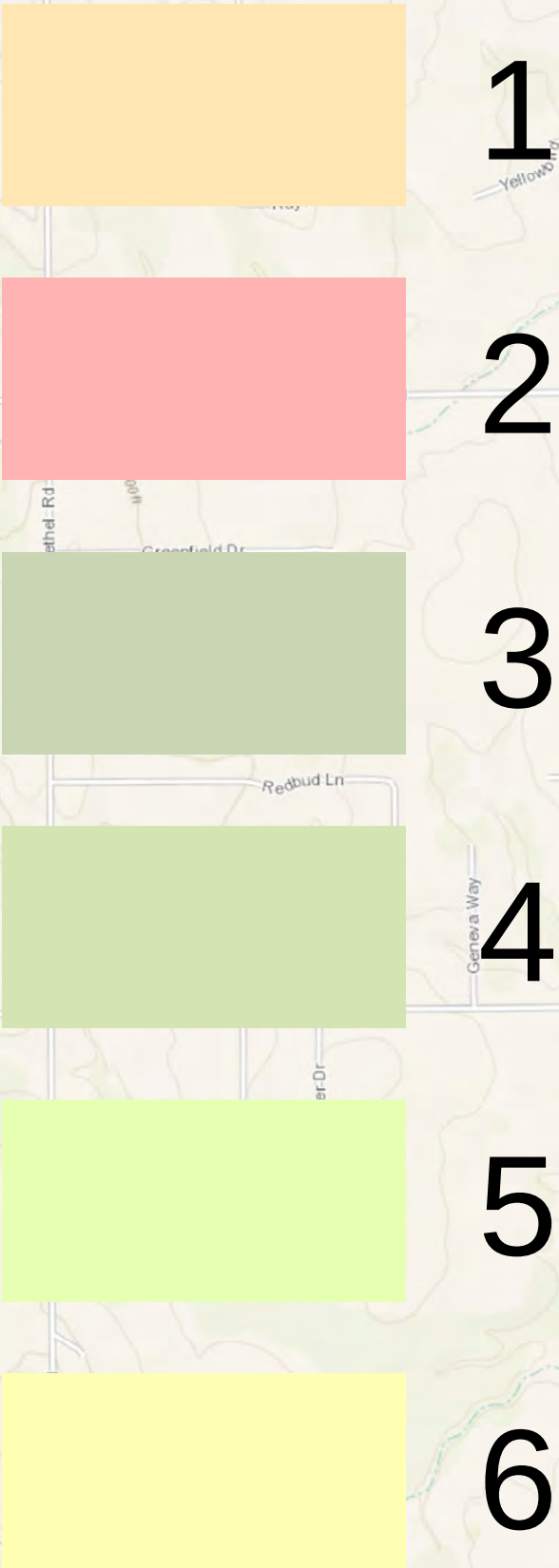
Note: The red line is the current boundary and the black dashed line is proposed.



Final Map



Ward



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

ORDINANCE NO. _____NS

**AN ORDINANCE MODIFYING WARD BOUNDARIES OF
THE CITY OF SHAWNEE, OKLAHOMA**

WHEREAS, the City of Shawnee must review its ward boundaries after each Federal Census to ensure that each ward is roughly equal in population;

WHEREAS, public notice was provided in accordance with 11 O.S. § 20-103;

WHEREAS, the Shawnee City Charter (Article III) requires that “each ward shall contain nearly the same number of inhabitants” and the proposed amendments further this charge;

WHEREAS, the proposed ward boundaries form compact and contiguous territory and are substantially equal in population in accordance with 11 O.S. §20-101.

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

SECTION 1: AMENDATORY. City ward boundaries are hereby modified consistent with the map set forth in Exhibit 1.

PASSED AND APPROVED this ____ day of _____, 2017.

RICHARD FINLEY, MAYOR

(SEAL)

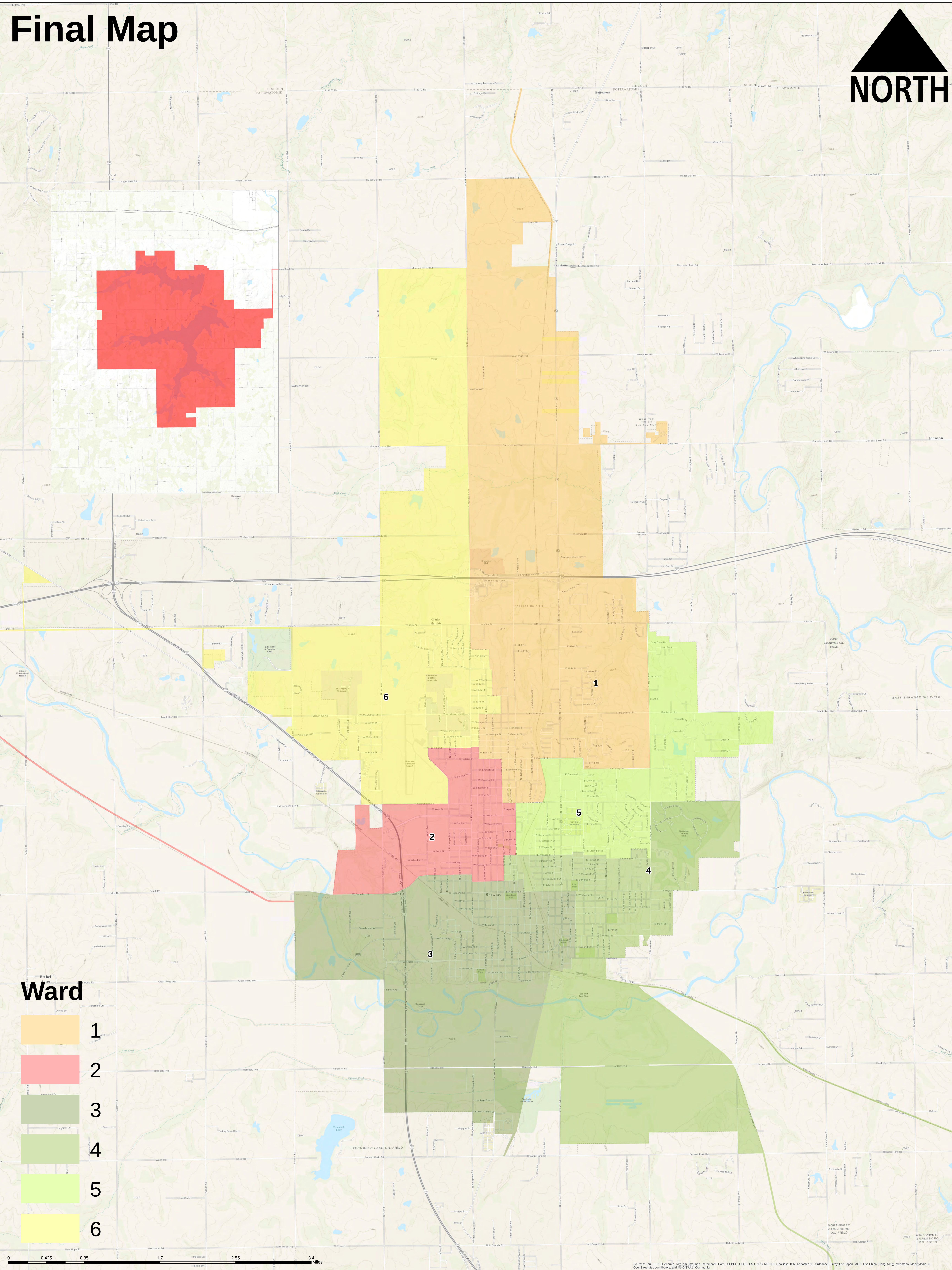
ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

JOSEPH VORNDRAN
CITY ATTORNEY

NORTH



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia,

Regular Board of Commissioners

13.

Meeting Date: 01/17/2017

Capital Projects Comm

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.

Regular Board of Commissioners

14.

Meeting Date: 01/17/2017

Sales Tax

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received January 2017.

Attachments

Sales Tax 01-2017



Date: January 9, 2017
TO: Mayor and Commissioners
From: Cynthia S. Arnold, Finance Director 
Subject: January sales tax and use tax collections

Sales Tax Collections:

January deposit for sales tax was \$1,552,155 which will be divided to the following funds:

General	\$ 1,034,771
Capital Improvements	\$ 200,487
Street Fund	\$ 226,356
Economic Development	\$ 25,869
Police Sales Tax Fund	\$ 32,336
Fire Sales Tax Fund	\$ 32,336

Compared to January 2016 we were up \$5,204 or .34% compared to January 2015 we were up \$53,088 or 3.54%

For the fiscal year we are down \$130,862 or 1.24%

Use tax deposit in January for December collections was \$117,601

Use tax was down from last year 10.97 % for this fiscal year. (July-December)

This chart below shows the last couple of years comparison of **Sales Tax**:

	February 2014	February 2015	February 2016	Increase	(Decrease)
	through	through	through	Over Prior Year	
Month	January 2015	January 2016	January 2017	Amount	Percentage
Feb	1,569,453	1,580,604	1,605,202	24,598	1.56%
March	1,265,687	1,292,781	1,316,044	23,263	1.80%
April	1,421,540	1,426,451	1,552,529	126,078	8.84%
May	1,394,972	1,466,536	1,493,399	26,863	1.83%
June	1,390,155	1,438,144	1,437,412	(732)	(0.05%)
July	1,477,552	1,442,218	1,475,520	33,302	2.31%
Aug	1,432,227	1,588,410	1,530,246	(58,164)	(3.66%)
Sept	1,426,359	1,494,203	1,490,836	(3,367)	(0.23%)
Oct	1,428,921	1,545,245	1,496,732	(48,513)	(3.14%)
Nov	1,374,143	1,426,192	1,468,286	42,095	2.95%
Dec	1,441,774	1,506,784	1,405,365	(101,420)	(6.73%)
Jan	1,499,067	1,546,951	1,552,155	5,204	0.34%
Total	14,181,008	16,207,567	16,271,571	64,005	0.39%
		Prior Year	Current Year	Increase	(Decrease)
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		10,550,002	10,419,140	(130,862)	(1.24%)

Top sales tax codes: December collection report was not available at the time this was prepared.			
		November 2016	November 2015
Retail Trades	44-45	\$867,753	\$ 914,743
Accommodation and Food Serv	72	\$268,127	\$ 263,157
Wholesale Trades	42	\$ 85,185	\$ 89,922
Utilities	22	\$ 63,417	\$ 89,942
Information	51	\$ 48,647	\$ 61,080
Manufacturing	31-33	\$ 23,098	\$ 20,361
Real Estate Rental & Leasing	53	\$ 14,095	\$ 14,500
Other Services	81	\$ 15,953	\$ 9,877
Unclassified	UNC	\$ 6,265	\$ 32,627
Arts & Entertainment	71	\$ 5,749	\$ 5,118
Professional	54	\$ 3,621	\$ 3,429
Misc		\$ 3,455	\$ 2,028
Total		\$1,405,365	\$ 1,506,784

Regular Board of Commissioners

15. a.

Meeting Date: 01/17/2017

Bids Library Heat Pump

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Library Heat Pump Loop and Cooling Tower Project (Open)

Attachments

Library Heat Pump Notice

Library Heat Pump Advertising List

Library Heat Pump Plan Holders List

NOTICE TO BIDDERS

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

16.

Meeting Date: 01/17/2017

CM Rpt

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Report

Attachments

CM Rpt 12-2016

City Manager Report

December 2016



City Manager December Highlights

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 in February or March.

EXPO Operations

December events included several holiday parties, a major poultry show, and the *Bikes for Kids* event, among other happenings. Staff is working on implementation of the Avedis Grant for the Conference Center remodel with the first major portion to be bid out in January.

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. December sales tax collected was \$1,405,364, compared to December 2015 we were down \$111,889 or 6.73%. For the fiscal year, we are down \$136,067 or 1.51%. The entire state was down \$19 million and \$2.1 million in use tax. The City is still down for the year, but we are encouraged that we have not seen the rapid decline that some other cities have. With new commercial development underway and more on the horizon, we are optimistic going into the New Year.

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.

Meetings and Noteworthy Items

City Commission – January 17

Planning Commission – February 1

Beautification Meeting – January 19

Traffic Commission – January 24

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

Other Important Dates

Third Friday Downtown Block Party:
January 20

Police Foundation Banquet- January 20

Other Events:

www.visitshawnee.com/Calendar

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

Board Openings:

Beautification Committee

Traffic Commission

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

City Manager Report

December 2016



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 08/15/2016. 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. This project is nearing completion with possible acceptance on January 17, 2017. The contractor is waiting on the unit smoke detectors to be connected to the fire alarm panel. The system is running and appears to be operating well.

Painting and repair is going on inside the auditorium to give the building a fresh look.

Parks Landscape and Feature Redesign. Staff is working on a contract with the selected consultant (CLS) and CLS will be touring the Parks on January 12.

Library HVAC work. Staff will be opening bids on this project January 17, 2016. Eight (8) contractors attended the pre-bid meeting.

Engineering and Streets

Downtown Streetscape. Contract awarded to CGC Construction in the amount of \$3,156,371.00. All paving is in place. Oklahoma intersection scheduled to be opened by January 13, 2017. OGE on site installing light poles and installing wiring, scheduled to be completed by January 13, 2017. Joint sealing, striping, landscape installation, resealing of Bell intersection, and removal of Bell signals will occur over the next weeks. Final determination of as-built quantities and final construction costs will be determined within the next few weeks.

City Manager Report

December 2016



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 annual project is underway and the contractor is working on intersections along Main Street between Harrison and Pesotum.

Planning Department

Clean-up Efforts. The Action Center maintains a very active caseload, with many complaints related to tall grass and weeds continuing to come in daily. For a complete list of Action Center cases or to submit a complaint online, see: <http://www.shawneeok.org/actioncenter/default.asp>

Transportation Alternatives Program. 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.

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

Fire Department

Station 2 Rehab/Renovation. Work on this project continues. We are scheduled to receive the biddable construction documents from Fritz Baily this week. Chief Tischer hopes to include a request for permission to solicit bids for the construction phase of this project on the February 6th Commission meeting agenda.

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 6 month program that includes a 2-day symposium and 6 monthly online sessions.

Lieutenant Academy. SFD has 3 department members (FF Derrick Rollins, FF Jake Anthony and FF Devin Abney) scheduled to complete the written exam and apparatus skills evaluation portion of the Lieutenant Academy this week.

City Manager Report

December 2016



Retirement of Battalion Chief Jim VanAntwerp. BC VanAntwerp's last shift with the Fire department is January 18. Chief Tischer plans to submit a Personnel Requisition this week requesting permission to fill the Battalion Chief position vacancy and advertise for applications to fill the staffing vacancy his retirement creates.

Police Department

Administration. Officer John Bristow started with department in January 2017. Chris Thomas is working on submitting grant applications for VOCA & OHSO totaling approximately \$83,000.00. The Sheriff's Office received remaining body cameras purchased with their part of Edward Byrnes Grant and staff will work on closing grant out. Yearly Police Foundation Dinner is set for 6:30 January 20th at the Expo, tickets available in Chief's Office.

Patrol. EOD mileage for 2016 was over 26,000, with 403 Emergency Orders for Detention in 2016. Several officers participated in Drive Sober or Get Pulled Over Campaign over the holidays. There were a total of 44,563 police calls in 2016.

CID. During 2016, detectives were assigned 630 cases, of cases assigned 628 were cleared, 203 cases filed with DA's Office, 34 arrest made and recovered property valued at \$75,904.24. Currently, in the process of working first homicide investigation for 2017. In 2016, 171 devices were ran for digital forensic evidence.

Animal Welfare. Electric service and heat and air have been connected to building two and depending on weather, concrete work scheduled for January 9. Work continuing on spreadsheets to track animals entering/exiting shelter. ACO responded to 170 calls for month of December. Calls included impounding 5 miniature horses, pig and a wolf hybrid. Horses were claimed by owner, pig rescued by American Mini Pig rescue. Wolf was rescued by APEX in California. Several organizations including Oklahoma Wolf Rescue and FOSA working together made this possible.

Dispatch. For 2016, dispatchers handled 87,648 calls for service. We are continuing with the hiring process for three dispatcher positions.

Emergency Management

EOC Remodel. Re-installation of furniture, computers, televisions and communications equipment in Operations and Radio rooms 60% complete.

Regional Airport

Delta Wings Hanger Construction. Water and sewer lines are complete. Concrete is scheduled to begin the week of January 16th. Working on negotiations with engineers to design a new taxiway to the new t-hangars.

Regular Board of Commissioners

19.

Meeting Date: 01/17/2017

Enter ES

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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).

Attachments

No file(s) attached.

Regular Board of Commissioners

20.

Meeting Date: 01/17/2017

Discuss ES

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding 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).

Attachments

No file(s) attached.
