

AGENDA
BOARD OF CITY COMMISSIONERS
November 20, 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. Minutes for November 2, 2017 Special Call meeting and November 6, 2017 regular meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for October 2017
 - Project Payment Report for October 2017
 - Shawnee Urban Renewal Authority Minutes from August 1, 2017
 - c. Authorize the Heart of Oklahoma Exposition Center (Expo) Staff to use \$34,420.00 of the allocated capital money to upgrade the heaters in the barns and Fred Humphrey Building.
2. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
3. Public hearing for the purpose of providing information, including an analysis of potential positive or negative impacts, and answering questions regarding the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan.
4. Announcement of December 4, 2017, as the date of the second public hearing for the purpose of giving members of the public an opportunity to be heard prior to any vote on the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan.
5. Discussion, consideration and possible action regarding the annexation of land 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; authorizing staff to proceed with Notice and Public Hearing requirements.
6. Acknowledge Sales Tax Report received November 2017.

7. Consider Bids:
 - a. Santa Fe Museum Parking Lot Improvements, Contract No. COS-PW-17-01 (Award)
8. New Business

(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
9. Commissioners Comments
10. Consideration and possible vote to enter into executive session for discussion regarding the status of negotiations with the IAFF, Local No. 206 for a new Collective Bargaining Agreement for Fiscal Year 2017-2018 including discussion of a possible Memorandum of Understanding regarding the terms of employment pending an agreement being reached on a new Collective Bargaining Agreement as authorized by 25 O.S. Section 307(B)(2).
11. Consideration and possible action on the item discussion in executive session including possible vote to authorized the City Manager to enter into a mutually agreeable Memorandum of Understanding with Local No. 206 pending a resolution on the terms of a new Collective Bargaining Agreement for Fiscal year 2017-2018.
12. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

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

Meeting Date: 11/20/2017

CC Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes for November 2, 2017 Special Call meeting and November 6, 2017 regular meeting.

Attachments

CC SC Minutes 11-02-2017

CC Minutes 11-06-2017

BOARD OF CITY COMMISSIONERS

CITY OF SHAWNEE SPECIAL CALLED SESSION November 2, 2017

The Board of City Commissioners met in Special Called Session at the Heart of Oklahoma Exposition Center, 1700 West Independence, Shawnee, Oklahoma, Thursday, November 2, 2017 at 6:00 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. The following members were in attendance and a quorum was declared.

Richard Finley
Chairman

Dub Bushong
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

Absent
Commissioner Ward 3-Vice Mayor

Absent
Commissioner Ward 4

Absent
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

Absent: James Harrod, Darren Rutherford, Lesa Shaw

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

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

You and each of you are hereby notified that by virtue of a call issued by me on this 25th day of October, 2017, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee, Oklahoma at the Heart of Oklahoma Exposition Center, 1700 West Independence, Shawnee, Oklahoma at 6:00 p.m. on the 2nd day of November, 2017, and you are hereby notified to be present at said meeting. The purpose of said meeting will be to hold a public meeting to discuss park planning efforts, including, but not limited to, the consulting landscape architect firm, CLS and Associates, presenting preliminary drawings for Weigant Park and Optimist Park, but also including Boy Scout Park, KidSpace Park, Woodland Park, and other downtown park planning options.

Witness my hand this 25th day of October, 2017.

(SEAL)

ATTEST:

/s/ Phyllis Loftis
PHYLLIS LOFTIS, CMC
CITY CLERK

/s/ Justin Erickson
JUSTIN ERICKSON
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 25th day of October 2017 at 9:38 a.m., and executed the same by delivering a true and correct copy thereof to the Mayor and to each of the Commissioners of the Board of City Commissioners for the City of Shawnee, Oklahoma as follows:

A read verification was not received from Mayor Richard Finley via email.

A read verification was not received from Commissioner Dub Bushong via e-mail.

A read verification was received from Commissioner Ron Gillham via email at 10:45 a.m. on October 30, 2017.

A read verification was received from Commissioner/Vice Mayor James Harrod via e-mail at 7:39 p.m. on October 26, 2017.

A read verification was received from Commissioner Darren Rutherford via email at 12:33 p.m. on October 31, 2017.

A read verification was not received from Commissioner Lesa Shaw via email.

A read verification was received from Commissioner Ben Salter via e-mail at 1:53 p.m. on October 25, 2017.

/s/ Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 2ND DAY OF NOVEMBER, 2017 AT 6:00 P.M. AT THE HEART OF OKLAHOMA EXPOSITION CENTER, 1700 WEST INDEPENDENCE, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE TO HOLD A PUBLIC MEETING TO DISCUSS PARK PLANNING EFFORTS, INCLUDING, BUT NOT LIMITED TO, THE CONSULTING LANDSCAPE ARCHITECT FIRM, CLS AND ASSOCIATES, PRESENTING PRELIMINARY DRAWINGS FOR WEIGANT PARK AND OPTIMIST PARK BUT ALSO INCLUDING BOY SCOUT PARK, KIDSPACE PARK, WOODLAND PARK, AND OTHER DOWNTOWN PARK PLANNING OPTIONS.

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY SECTION 4, ARTICLE IV OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, A SPECIAL SESSION OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA IS HEREBY CALLED TO MEET AT THE HEART OF OKLAHOMA EXPOSITION CENTER, 1700 WEST INDEPENDENCE, SHAWNEE, OKLAHOMA AT 6:00 P.M. ON THE 2ND DAY OF NOVEMBER, 2017 FOR THE PURPOSE OF HOLDING A PUBLIC MEETING TO DISCUSS PARK PLANNING EFFORTS, INCLUDING, BUT NOT LIMITED TO, THE CONSULTING LANDSCAPE ARCHITECT FIRM, CLS AND ASSOCIATES, PRESENTING PRELIMINARY DRAWINGS FOR WEIGANT PARK AND OPTIMIST PARK BUT ALSO INCLUDING BOY SCOUT PARK, KIDSPACE PARK, WOODLAND PARK, AND OTHER DOWNTOWN PARK PLANNING OPTIONS.

Witness my hand this 25th day of October 2017.

/s/ Justin Erickson

JUSTIN ERICKSON, CITY MANAGER

(SEAL)

ATTEST:

/s/ Phyllis Loftis

PHYLLIS LOFTIS, CMC, CITY CLERK

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN SPECIAL CALLED SESSION AT THE HEART OF OKLAHOMA EXPOSITION CENTER, 1700 WEST INDEPENDENCE, SHAWNEE, OKLAHOMA, THURSDAY, NOVEMBER 2, 2017 AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. MAYOR FINLEY PRESIDED AND CALLED THE MEETING TO ORDER. THE FOLLOWING MEMBERS WERE IN ATTENDANCE.

CALL TO ORDER AT 6:00 P.M.

PRESENT AT ROLL CALL: Bushong, Gillham, Finley, Salter

ABSENT: Harrod, Rutherford, Shaw

DECLARATION OF A QUORUM

City Staff in Attendance: Justin Erickson, City Manager
Joe Vorndran, City Attorney
Lisa Lasyone, Senior Deputy City Clerk
James Bryce, Director of Operations
Geoff Garner, Deputy Director of Operations
Kerri Foster, Recreation Manager
Rachel Monday, Recreation Program Coordinator
Kerri Quarry, Executive Assistant
Randal Wiley, Municipal Judge

Media in Attendance: Vicki Misa, Shawnee News Star

AGENDA ITEM NO. 1: Public meeting to discuss park planning efforts, including, but not limited to, the consulting landscape architect firm, CLC and Associates presenting preliminary drawings for Weigant Park and Optimist Park but also including Boy Scout Park, KidSpace Park, Woodland Park, and other downtown park planning options.

Director of Operations, James Bryce, introduced Connie Scothorn and Brian Patric with CLS and Associates.

Ms. Scothorn presented the plans for the two newly added parks, Optimist Park and Dean Weigant Park. The proposed plans for Optimist Park would include, but are not limited to, a spray park, large playground, new restroom, shelters, resurface the parking lot and basketball court, and a new walking path.

Ms. Scothorn then presented the plans for Dean Weigant Park. She said that the proposed plans include, but are not limited to, two small bridges to connect at the creek, a trail to extend into the park and becomes a walking trail, spray park and added parking and bus parking. She also stated that it would have access to the Heart of Exposition Center (Expo). The playground would also be made American with Disability Act (ADA) accessible.

Ms. Scothorn and Mr. Patric then discussed the following parks and what, if any, changes were made between the last public hearing and today's public hearing: (1) KidSpace Park; (2) Boy Scout Park; (3) Celebration of Life Park; and (4) Woodland Park.

Numerous citizens in attendance asked questions and voiced concerns regarding parking, traffic and ADA accessibility. They also made suggestions that included more tennis courts, lower basketball goals and certain types of playground equipment.

City Manager Justin Erickson stated that Staff and the consultants would take the feedback from the meeting and review the plans for each park. He expected the plans would be presented to the City Commission in late November or December.

AGENDA ITEM NO. 2:

ADJOURNMENT

There being no further business to be considered, the meeting was adjourned by power of the Chair (6:49 p.m.).

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

LISA LASYONE, CMC, SENIOR DEPUTY CITY CLERK

BOARD OF CITY COMMISSIONERS PROCEEDINGS
NOVEMBER 6, 2017 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, October 16, 2017 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley
Mayor

Dub Bushong
Commissioner Ward 1

Absent
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Lesha Shaw
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: Gillham

INVOCATION

Don Lynch, Emergency Management
Director

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 8.
- b. Minutes for October 16, 2017 regular meeting.

- c. Acknowledge the following minutes:
- Shawnee Downtown Revitalization Project Amendment Review Committee Minutes from October 9, 2017
 - Shawnee Beautification Committee Minutes from September 21, 2017
 - Traffic Commission Minutes from August 22, 2017
- d. Authorize Staff to solicit Requests for Qualifications from engineering and planning firms to provide professional services for completion of a Comprehensive Plan update.
- e. Authorize staff to execute an agreement with the Oklahoma Department of Emergency Management for the sub-grant of Emergency Management Performance Grant Funds for Federal Fiscal Year 2018.
- f. Authorize staff to solicit proposals for Debris Removal and Debris Removal Monitoring Services for the period January 1 through June 30, 2018.
- g. Authorize the Mayor to sign an agreement with the Oklahoma Department of Transportation regarding the installation of a Gateway Sign at Kickapoo Street and I-40.
- h. Budget Amendment – Fund 301 Capital
To amend budget for insurance money for the damage to the grandstands due to storm
- i. Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 14 Hart Tract, 16405 Hart Road
From: Robert and Janet Lindley
To: Dei Gratia, LLC

Lot 15 Hart Tract, 16409 Hart Road
From: Robert and Janet Lindley
To: Dei Gratia, LLC

Mayor Finley announced that the applicants had withdrawn their Lake Lease Transfer therefore Consent Agenda Item No. 1(i) is pulled from the Agenda and will not be considered.

Commissioner Shaw asked that Consent Agenda Item No. 1(d) be pulled for separate consideration.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to approve the Consent Agenda Item Nos. 1(a-i), less Consent Agenda Item Nos. 1(d) and 1(i). Motion carried 6-0.

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

NAY: None

Regarding Agenda Item No. 1(d), Commissioner Shaw had a question regarding the advertising of the Request for Qualifications (RFQ) for Comprehensive Plan consultant. City Manager Justin Erickson replied that the RFQ will be advertised by several means and will be on the City's website.

Also regarding the RFQ, Commissioner Shaw also suggested that legal counsel be part of the review committee when it is established.

A motion was made by Commissioner Shaw, seconded by Commissioner Salter, to approve Consent Agenda Item No. 1(d). Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation

(A three-minute limit per person)

(A twelve-minute limit per topic)

There was no Citizens Participation.

AGENDA ITEM NO. 3:

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Kevin Moody.

A motion was made by Commissioner Rutherford, seconded by Vice Mayor Harrod, to approve Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Kevin Moody. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 4: Discussion, consideration and possible approval of the City Commission and Related Authorities Amended Schedule of Regular Meetings for 2018.

City Manager Justin Erickson explained that the City Commission and Related Authorities Schedule of Regular Meetings for 2018 is being amended to change the time of the meetings from 6:30 p.m. to 6:00 p.m. as discussed at the October 16, 2017 City Commission meeting. There was also further discussion on changing the meeting times for the two December 2017 meetings to 6:00 p.m. An agenda item addressing this change will be on the November 20, 2017 agenda.

A motion was made by Commissioner Rutherford, seconded by Commissioner Salter, to approve the City Commission and Related Authorities Amended Schedule of Regular Meetings for 2018. Motion carried 5-0-1.

AYE: Rutherford, Salter, Bushong, Harrod, Finley

NAY: None

ABSTAIN: Shaw

AGENDA ITEM NO. 5: Consideration of resolution to declare certain items surplus property and authorizing the sale of said items at auction or disposal at the City's discretion.

A staff report was given by Director of Operations James Bryce. Commissioner Shaw questioned the resolution title language suggesting changes to the title that would clarify that the City will only dispose of surplus property if it does not sell at auction. Therefore, the title language was amended to include the phrase "AND, IN THE EVENT ITEMS DO NOT SELL AT PUBLIC AUCTION, DISPOSAL AT THE CITY'S DISCRETION".

Resolution No. 6552 was introduced.

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE SALE OF SAID ITEMS BY PUBLIC AUCTION AND, IN THE EVENT ITEMS DO NOT SELL AT PUBLIC AUCTION, DISPOSAL AT THE CITY'S DISCRETION.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to approve a resolution, as amended, to declare certain items surplus property and authorizing the sale of said items at auction or disposal at the City's discretion if not sold. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 6:

Consideration and approval of a Preliminary Plat for Chicken Express Addition located near the intersection of North Harrison Street and 45th Street. Case No. S06-17. Applicant: Amy Landry

A staff report was given by Community Development Director Justin DeBruin. The Planning Commission unanimously approved this rezoning with five conditions, with no objections received.

A motion was made by Commissioner Shaw, seconded by Commissioner Bushong, to approve a Preliminary Plat for Chicken Express Addition located near the intersection of North Harrison Street and 45th Street; with the following conditions:

1. The proposed "outlot", located at the property's north-east corner, shall be corrected and shown as an easement rather than a lot.
2. Per Section 60.9.3 of Subdivision Regulations, no portion of a building shall be located more than 300' from a fire hydrant.
3. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
4. Necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
5. All other applicable City standards apply.

Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 7:

City Manager Report

City Manager Justin Erickson gave updates on the following:

- a. Household Hazardous Waste Disposal Event – The City of Shawnee has partnered with the Kickapoo Tribe of Oklahoma, The Absentee Shawnee Tribe, and Central Disposal to offer a free drop-off for household hazardous waste. The event will take place on Saturday, November 18, 2017 from 10:00 a.m. to 2:00 p.m. at Central Disposal, and is open to City of Shawnee residents and members of the participating tribes. Involved entities are hoping to make this an annual event with potential county wide participation. Mr. Erickson introduced Kickapoo Tribal members Darren Shields and Daniel Wind who were in attendance.
- b. Tax Increment Financing (TIF) District – The Shawnee Downtown Revitalization Project Review Committee was established and has recommended approval of the modified TIF District plan. Two public hearings have been set; one on November 20th and the second on December 4th. This committee has done great work and had unanimous support.
- c. Veterans Day Ceremony – A Veterans Memorial Service will be held at the Woodland Park on Saturday, November 11, 2017 at 11:00 a.m.

Mayor Finley thanked the Kickapoo Tribe of Oklahoma for their partnership in the Household Hazardous Waste Event

AGENDA ITEM NO. 8:

Consider Bids:

- a. Santa Fe Museum Parking Lot Improvements, Contract No. COS-PW-17-01 (Open)

BIDDER

AMOUNT

Parathon Construction
Edmond, OK

\$687,727.65
Alternate 1: \$524,760.00
Alternate 2: \$189,878.00

Assistant City Engineer Michael Ludi read one (1) bid into the record. Mr. Ludi requested that the bid award be deferred to the next City Commission meeting on November 20, 2017.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to defer the bid award to the November 20, 2017 City Commission meeting. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 9:

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

There was no New Business.

AGENDA ITEM NO. 10:

Commissioners Comments

Commissioner Bushong said he enjoyed the Parks Master Plan meeting that was held November 2nd at the Heart of Oklahoma Exposition Center.

Commissioner Shaw reminded citizens of the Pie Bake Off that will be held at the Community Center on Saturday, November 11th at 11:00 a.m. She also mentioned the Shawnee Public Library will have “Story Time” and the Christmas Tree Lighting event on Friday, November 17th.

Commissioner Shaw spoke about the Senior Center offering a “Navigating Through Medicare” class.

Commissioner Shaw thanked Justin Erickson, Cindy Arnold, and Tammy Johnson for attending the American Society for Public Administrators, Oklahoma Chapter, meeting.

Commissioner Shaw advised contractors with the City of Shawnee to refrain from promoting their political affiliations.

AGENDA ITEM NO. 11:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:56 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners**1.b.**

Meeting Date: 11/20/2017

Acknowledge Reports & Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for October 2017
- Project Payment Report for October 2017
- Shawnee Urban Renewal Authority Minutes from August 1, 2017

Attachments

License Pymt Rpt 10-2017

Project Pymt Rpt 10-2017

SURA Minutes 08-01-2017

11/08/2017 9:36 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: 10/01/2017 TO 10/31/2017

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION		FEE	PENALTY	PAYMENT DISTRIBUTION TAX	INTEREST	TOTAL PAID
ALARM	BURGLAR/FIRE ALARM LICENSE	9	225.00CR				225.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	16	240.00CR				240.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	4	400.00CR				400.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	5	375.00CR				375.00
FISHDAILY	FISHING DAILY FEE	2	6.00CR				6.00
HUNT1	DOVES/QUAIL/SQUIIREL/RABBIT	1	8.00CR				8.00
HUNT2	MIGRATORY FOWL	3	24.00CR				24.00
IMERC	ITINERANT MERCHANT FEE	2	100.00CR				100.00
LAKEINSP	LAKE LEASE INSPECTION	6	450.00CR				450.00
LAKELEASE	LAKE LEASE	14	9,646.00CR				9,646.00
MECH1	MECHANICAL CONTRACTOR INTIAL	4	400.00CR				400.00
MECH2	MECHANICAL CONTRACTOR RENEW	8	600.00CR				600.00
MIXVET	MIXED BEVERAGE VETERAN	1	500.00CR				500.00
PLUM1	PLUMBING CONTRACTOR INITIAL	6	600.00CR				600.00
PLUM2	PLUMBING CONTRACTOR RENEW	12	900.00CR				900.00
RESAL	RESIDENTIAL SALE	101	1,010.00CR				1,010.00
SIGN	SIGN HANGERS LICENSE FEE	1	75.00CR				75.00
SOLID	SOLICITOR DAILY LICENSE	1	3.00CR				3.00
TOTAL			15,562.00CR				15,562.00

11/08/2017 11:13 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 10/01/2017 TO 10/31/
SORTED BY: PRO

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	336.00CR
001-4202	BUILDING PERMITS	5,243.97CR
001-4203	PLUMBING PERMITS	2,900.00CR
001-4204	ELECTRICAL PERMITS	350.00CR
001-4205	ZONING PERMITS & APPLICATIONS	597.00CR
001-4206	HEATING & A/C PERMITS	2,787.50CR
001-4249	OTHER PERMITS	1,475.00CR
001-4822	OTHER MISC. REVENUE	42.00CR
101-4249	OTHER PERMITS	100.00CR
501-4510	WATER TAPS	1,050.00CR
799-1023	BANCFIRST GENERAL	14,881.47

11/08/2017 11:13 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 10/01/2017 TO 10/31/
SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	2,456.52CR
B2-ADD	BUILDING CONSTRUCTION ADD	394.00CR
B3-REMODEL	BUILDING CONSTRUCTION REM	3,334.60CR
B4-CARPORT	BUILDING CARPORT	59.00CR
B4-SHELTER	BUILDING SHELTER	29.50CR
B4-STORAGE	BUILDING STORAGE SHED	514.85CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	377.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	2,886.50CR
P2-ADD	PLUMBING ADDITION	859.00CR
P3-REMODEL	PLUMBING REMODEL	1,798.50CR
X-BORE/CUT	BORING & PAVING CUT PERMI	50.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	50.00CR
X-DEMO	DEMOLITION PERMIT	100.00CR
X-PLATREV	PLAT REVIEW PRELIM	227.00CR
X-SIGN	SIGN PERMIT	975.00CR
Z-BOAAPP	BOA APPLICATION	90.00CR
Z-OCCUP	OCCUPANCY PERMIT	400.00CR
Z-REZONING	REZONING REQUEST	280.00CR
TOTAL		14,881.47CR

SHAWNEE URBAN RENEWAL AUTHORITY

MINUTES OF AUGUST 1, 2017

The Board of Commissioners of the *Shawnee Urban Renewal Authority* met for a regular meeting Tuesday, August 1, 2017 at 9:00 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

Tiffany Barrett called the meeting to order at 9:00 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

Chairman	Tiffany Barrett
Commissioner	Larry Gill
Commissioner	Johnie Maxwell

Absent:	Vice Chair	Stephen Rice
	Commissioner	Renee' Wortham

Also present:

Bryan Logan, CDBG Program Manager, SURA

Karen Drain, Secretary, SURA

Elaine Shrum, Administrative Specialist, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of May 2, 2017 was made by **Commissioner Gill**, seconded by **Commissioner Maxwell**. Motion carried with no abstentions.

VOTING YES: Barrett, Gill and Maxwell

VOTING NO: None

A motion to approve the minutes of Special Call Meeting, June 13, 2017 was made by **Commissioner Maxwell**, seconded by **Commissioner Gill**. Motion carried with no abstentions.

VOTING YES: Barrett, Gill and Maxwell

VOTING NO: None

AGENDA ITEM NO. 4
APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 37,794.76 was made by **Commissioner Gill**, seconded by **Commissioner Maxwell**. Motion carried with no abstentions.

VOTING YES: Barrett, Gill and Maxwell
VOTING NO: None

AGENDA ITEM NO. 5
UPDATE ON BID OPENINGS:

Bryan Logan, CDBG Program Manager reported the following results:

- a) Home Repair: **A/C**
Cost Estimate: \$ 10,750.00
Bids received: 5
Bid awarded to: **VanBrunt for \$ 11,150.00**

- b) Home Repair: **A/C**
Cost Estimate: \$ 10,600.00
Bids received: 3
Bid awarded to: **VanBrunt for \$ 10,975.00**

- c) Home Repair: **Roof**
Cost Estimate: \$ 9,700.00
Bids received: 4
Bid awarded to: **Statewide Roofing for \$ 7,884.00**

- d) Home Repair: **A/C, Plumbing**
Cost Estimate: \$ 9,000.00
Bids received: 2
Bid awarded to: **Complete Plumbing for \$ 9,900.00**

AGENDA ITEM NO. 6
UPDATE ON CLOSED PROJECTS:

Bryan Logan, CDBG Program Manager reported 4 projects were closed out.

**AGENDA ITEM NO. 7
OLD/NEW BUSINESS:**

There was no old or new business.

**AGENDA ITEM NO. 8
PROGRAM MANAGER'S REPORT:**

Bryan Logan, CDBG Program Manager reported that we received word that our grant will be \$279,158.00 for the FY 2017-2018 year.

**AGENDA ITEM NO. 9
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:15 a.m. was made by **Commissioner Gill** seconded by **Commissioner Maxwell**. Motion carried with no abstentions.

VOTING YES: Barrett, Gill and Maxwell
VOTING NO: None


Chairman, Tiffany Barrett


Secretary, Larry Gill

Regular Board of Commissioners

1.c.

Meeting Date: 11/20/2017

Expo Heaters

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize the Heart of Oklahoma Exposition Center (Expo) Staff to use \$34,420.00 of the allocated capital money to upgrade the heaters in the barns and Fred Humphrey Building.

Attachments

Expo Heaters



Date: November 13, 2017
To: Mayor and City Commissioners
From: Cynthia Arnold, Finance Director/Treasurer
RE: Expo Capital

CSA

Nature of the Request:

To authorize the expo to spend \$34,420 to upgrade the existing heaters in the barns and the Fred Humphrey Building from their \$100,000 allocated capital money.

Staff Analysis, Considerations:

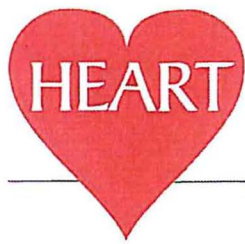
Chris Dunlap went out and got three quotes for the replacement of the heaters in the barns and the Fred Humphrey Building. The heaters that are being replaced are original to the buildings so they are in desperate need of replacing. The quotes are as follows:

Thomas Sheet Metal & Custom Fab Inc	\$88,290
A-Team Heating and Cooling	\$34,420
Sparks Heat and Air	\$33,548

Sparks Heat and Air is the lowest bidder but the Expo staff recommends the A-Team Heating and Cooling because they will also replace the existing duct work whereas the lowest bid was just for heaters.

Recommendation

Staff is recommending that we authorize the Expo to use \$34,420 of their allocated capital money to upgrade the heaters. This was approved by the Expo Board and will be a reimbursement to the Heart of Oklahoma Exposition Center.



OF OKLAHOMA
EXPOSITION CENTER
Shawnee, Oklahoma

1700 W. Independence
P.O. Box 1466
Shawnee, Oklahoma 74802
(405) 275-7020 | ShawneeExpo.org

The heart of Oklahoma Exposition Center is requesting to be put on the Consent Agenda, for capital improvement project replacing the heaters in buildings E, F and G. The existing heaters are the original heaters that have been in there since the building was built and it's time to upgrade to heaters that are more energy efficient for \$34,420.00.

Thank you

Chris Dunlap

Assistant Director

Heart Of Oklahoma Exposition Center



HEATING & COOLING
Always There

1937 N. KICKAPOO • SHAWNEE, OK 74801
MIKE MCENTIRE ~ 405.788.7556
DARRELL MEHRING ~ 405.202.0045
THEATEAM.HVAC@GMAIL.COM

PROPOSAL AND ACCEPTANCE

5137

PROPOSAL SUBMITTED TO <i>Shawnee Exco Center</i>		PHONE <i>405-317-8144</i>	DATE <i>8-18-17</i>
STREET		JOB NAME <i>Chris Dealor</i>	
CITY, STATE AND ZIP CODE <i>Shawnee OK 74804</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	<i>25 Unit Heaters</i>	JOB PHONE

We hereby submit specifications and estimates for:

Warranty:

*25) ADP 145,000 Btu
Gas Heaters*

*1 yr Labor
5 yr Parts*

25) Heat Only T-Stats

Remove Existing Heaters & Install new

Provide all Gas, Electrical, & Flue connections

Provide new T-Stats and control wire if applicable

hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Thirty four thousand four hundred twenty Dollars (\$ *34,420.⁰⁰*).

Payment to be made as follows:

Payment Due upon completion of units

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

[Signature]

Note: This proposal may be
withdrawn by us if not accepted within *90* days.

- The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Signature

[Signature]

Date of Acceptance

10-21-17

Signature

[Signature]

Thomas Sheet Metal & Custom Fab. Inc.

625 Vermeer Dr.
Moore, Ok 73160
405-799-6982
thomassheetmetal@coxinet.net
St. Mech. License: ME49603

Quote

Date	Quote #
10/11/2017	1918

Name / Address
Shawnee Expo Center

Project	Terms
Estimate-#1918-Unit Heaters	C.O.D.

Description
We hereby propose to provide the labor and material for Unit Heater changeout at Shawnee Expo Center as follows: BARN "G": \$26,160.00 *Furnish and install (8) 150,000 BTU unit heaters *Remove old unit heaters *Reconnect gas piping, electric *Install new thermostat *Furnish and install new double wall vent pipe BARN "G" West Wing: \$22,890.00 *Furnish and install (7) 125,000 BTU unit heaters *Remove old unit heaters *Reconnect gas piping, electric *Install new thermostat *Furnish and install new double wall vent pipe FRED HUMPHREY BUILDING: \$39,240.00 *Furnish and install (12) 150,000 BTU unit heaters *Remove old unit heaters *Reconnect gas piping, electric *Install new thermostat *Furnish and install new double wall vent pipe EXCLUDING: overtime/weekend work, electric other than reconnecting We Appreciate the Opportunity to Quote this Project for You.

SPARKS HEAT & AIR, INC.

128 SUMMIT DR.
SHAWNEE, OK 74801
273-1521

Estimate

Date	Estimate #
10/10/2017	43049

OKLAHOMA STATE
LICENSE # 2492

Name / Address
EXPO CENTER P.O. BOX 1466 SHAWNEE, OK. 74802-1466

Terms
Due on receipt

Description		Total
FURNISH AND INSTALL: 25@ ADP MODEL#SEP145AN 145K BTU UNIT HEATERS	1	33,548.00
I ACCEPT THE ABOVE ESTIMATE:SIGNATURE: _____		Total \$33,548.00

Signature _____

Phone #	Fax #
405-273-1521	405-275-5925

Regular Board of Commissioners

3.

Meeting Date: 11/20/2017

TIF Public Hrg

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing for the purpose of providing information, including an analysis of potential positive or negative impacts, and answering questions regarding the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan.

Attachments

TIF Memo

TIF Findings

TIF Planning Reso



Office of the City Manager

MEMORANDUM

AGENDA: November 20, 2017

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Downtown Revitalization Project Plan (TIF District)**

SUMMARY AND BACKGROUND

The City of Shawnee currently has one tax increment financing district that was established in 2003 to support downtown revitalization efforts (Ordinance 2098). The current district is set to expire at the 15-year mark. Over the last 13 years, the TIF District has generated approximately \$692,000 to help fund streetscape efforts.

With the recent completion of the Downtown Streetscape Project, it was time to reevaluate the TIF District boundaries, purpose, project scope and timing to ensure that City and community goals for downtown revitalization are met. The Center for Economic Development Law assisted the City in 2002-2003, when the District was established.

On July 17, 2017 the City Commission approved a contract with the Center for Economic Development Law to assist the City with the process of reviewing and updating our Downtown Revitalization Project Plan. Over the last few months, the Review Committee met and made its findings and recommendations (attached) on October 24 with unanimous agreement. The Shawnee Planning Commission met on November 1 and unanimously recommended approval to the City Commission (attached).

Detailed information including the Financial Impact Report, Amended and Reinstated Project Plan and Eligibility Report can be found at: <http://www.shawneeok.org/revitalizationproject/>

A formal presentation and summary of the project will be made at the November 20 meeting.

RECOMMENDATION

No formal action is required by the City Commission on November 20. On December 4, a second public hearing will be held and an ordinance will be presented at that time for consideration.

Attachments

**FINDINGS AND RECOMMENDATION OF THE
SHAWNEE DOWNTOWN REVITALIZATION PROJECT AMENDMENT
REVIEW COMMITTEE**

After review of the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan ("Project Plan"), the proposed extension of ad valorem Increment District No. 1, City of Shawnee, the proposed establishment of ad valorem Increment District No. 2, City of Shawnee, and such other information as deemed relevant, the Shawnee Downtown Revitalization Project Amendment Review Committee ("Review Committee") makes the following findings and recommendation:

A. Findings Regarding Eligibility of the Proposed Project Area and Increment District

1. The proposed Project Area the existing Increment District No. 1, City of Shawnee ("Increment District No. 1"), and the proposed Increment District No. 2, City of Shawnee ("Increment District No. 2") (Increment District No. 1 and Increment District No. 2, collectively, "Increment Districts"), are wholly within a state-designated enterprise zone and therefore meet the definition of an "enterprise area" under the Local Development Act (62 O.S. § 853(5)).
2. The level of investment, development, and economic growth desired by the City of Shawnee is difficult, but possible, within the proposed Project Area and Increment Districts if the provisions of the Local Development Act are utilized.
3. Tax increment financing is a necessary component in stimulating reinvestment in the proposed Project Area and Increment District.
4. Tax increment financing will be used to supplement and not supplant or replace normal public functions and services in the proposed Project Area and Increment Districts.
5. Tax increment financing will be used in conjunction with existing programs and efforts and other locally implemented economic development efforts.
6. The Project Plan emphasizes conservation, preservation, and rehabilitation.

B. Findings Regarding Financial Impact on the Affected Taxing Jurisdictions and Business Activities Within the Proposed Project Area and Increment District

1. As described in Section X of the Project Plan, the anticipated private development will generate tax increments sufficient to pay a substantial portion of the authorized project costs of the project proposed by the Project Plan. Without the Project Plan and Increment Districts, the development described in the Project Plan and the resulting increases in tax revenues would not occur.

2. The development anticipated by the project will not result in a measurable increase in demand for services by or in costs to the affected taxing jurisdictions.
3. The public revenue anticipated to result from the development described in the Project Plan includes increased tax revenue beyond the revenues being apportioned to pay project costs authorized by the Project Plan.
4. The economic benefits of the Project Plan for the affected taxing jurisdictions and the community as a whole offset the adverse financial impacts, if any, of the Project Plan on the affected taxing jurisdictions.
5. The aggregate impacts on the affected taxing jurisdictions and on business activities from implementation of the Project Plan are positive and include the achievement of the objectives set forth in Section IV of the Project Plan.

Resolution Recommending Approval

NOW, WHEREAS, the Review Committee has reviewed the proposed Project Plan and Increment Districts; and

WHEREAS, the findings of the Review Committee demonstrate that the proposed Project Area and Increment Districts meet the conditions for eligibility; and

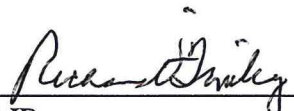
WHEREAS, the findings of the Review Committee demonstrate that the financial impacts on the affected taxing jurisdictions and business activities from implementation of the Project Plan are positive; and

WHEREAS, the findings of the Review Committee demonstrate that approval of the Project Plan by the City of Shawnee is appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Shawnee Downtown Revitalization Project Amendment Review Committee that approval of the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan, including extension of the ad valorem Increment District No. 1, City of Shawnee, and the creation of ad valorem Increment District No. 2, City of Shawnee, is hereby recommended.

ADOPTED by the Shawnee Downtown Revitalization Project Amendment Review Committee this ____ day of October, 2017, and **SIGNED** by its Chair.

APPROVED:


 CHAIR

I, Lisa Lasyone, Acting Secretary of the Shawnee Downtown Revitalization Project Amendment Review Committee, certify that the foregoing resolution was duly adopted at a special meeting of the Shawnee Downtown Revitalization Project Amendment Review Committee, held in the Board Room of the Greater Shawnee Chamber of Commerce, 231 North Bell Avenue in Shawnee, Oklahoma, on the 24th day of October, 2017; that said meeting was held in accordance with the Open Meeting Act of the State of Oklahoma; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during such meeting; and that said resolution was adopted by a majority of those present.



Lisa Lasyone
ACTING SECRETARY

PLANNING COMMISSION

RESOLUTION NO. 2017-1

RESOLUTION DETERMINING THAT THE AMENDED AND RESTATED SHAWNEE DOWNTOWN REVITALIZATION PROJECT PLAN IS IN CONFORMANCE WITH THE CITY OF SHAWNEE COMPREHENSIVE PLAN AND RECOMMENDING THAT THE CITY COMMISSION APPROVE AND ADOPT THE AMENDED AND RESTATED SHAWNEE DOWNTOWN REVITALIZATION PROJECT PLAN

WHEREAS, it is an objective of the City of Shawnee, Oklahoma ("City"), to promote economic development within its boundaries in order to attract investment, enhance the tax base, stimulate economic growth, and improve the quality of life in and around the City; and

WHEREAS, the City envisions the continued development of its central business district and surrounding neighborhoods as a new destination area within the City, consisting of infill development with commercial, residential, office, industrial, and mixed-use components, as well as improved streetscapes and pedestrian accessibility ("Project"); and

WHEREAS, the Project will promote the public good, general welfare, economic security, and prosperity of the City and its inhabitants; and

WHEREAS, the Amended and Restated Shawnee Downtown Revitalization Project Plan ("Project Plan") is a project plan as defined under the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.* ("Act"); and

WHEREAS, the provisions of the Act lay out procedures for approval of a project plan to develop qualified project areas; and

WHEREAS, the Shawnee Downtown Revitalization Project Amendment Review Committee, including a representative of the Shawnee Planning Commission, has recommended the approval of the Project Plan after finding the project eligible and determining that the Project Plan will make a positive impact on affected taxing jurisdictions and business activities within the increment districts; and

WHEREAS, the Shawnee Planning Commission has reviewed the City of Shawnee Comprehensive Plan and the Project Plan; and

WHEREAS, the Project Plan is appropriate and desirable in order to support efforts to achieve the objectives of the City of Shawnee Comprehensive Plan; and

WHEREAS, the Shawnee Planning Commission finds it appropriate and desirable to recommend to the City Commission that it approve and adopt the Project Plan.

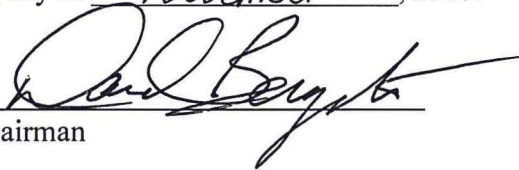
NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1: The Amended and Restated Shawnee Downtown Revitalization Project Plan is hereby declared to be in conformance with the City of Shawnee Comprehensive Plan.

SECTION 2: The Amended and Restated Shawnee Downtown Revitalization Project Plan is determined to be desirable.

SECTION 3: Recommendation is hereby made to the Shawnee City Commission that it approve and adopt the Amended and Restated Shawnee Downtown Revitalization Project Plan.

PASSED AND APPROVED this 1st day of November, 2017.


Chairman

ATTEST:


Secretary

Regular Board of Commissioners

4.

Meeting Date: 11/20/2017

TIF 12/4/2017 Public Hrg

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Announcement of December 4, 2017, as the date of the second public hearing for the purpose of giving members of the public an opportunity to be heard prior to any vote on the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan.

Attachments

No file(s) attached.

Regular Board of Commissioners

5.

Meeting Date: 11/20/2017

Re-Annex SGU

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action regarding the annexation of land 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; authorizing staff to proceed with Notice and Public Hearing requirements.

Attachments

SGU Re-Annex Memo

SGU Map

SGU Agreement

SGU Agreement Ex A



Office of the City Manager

MEMORANDUM

AGENDA: November 20, 2017

TO: Honorable Mayor and Members of the City Commission

FROM: *Justin Erickson*
Justin Erickson, City Manager

RE: **Annexation 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. This property was detached from the City of Shawnee on January 17, 2017 (Ordinance #2595). The lands total approximately 520 acres.

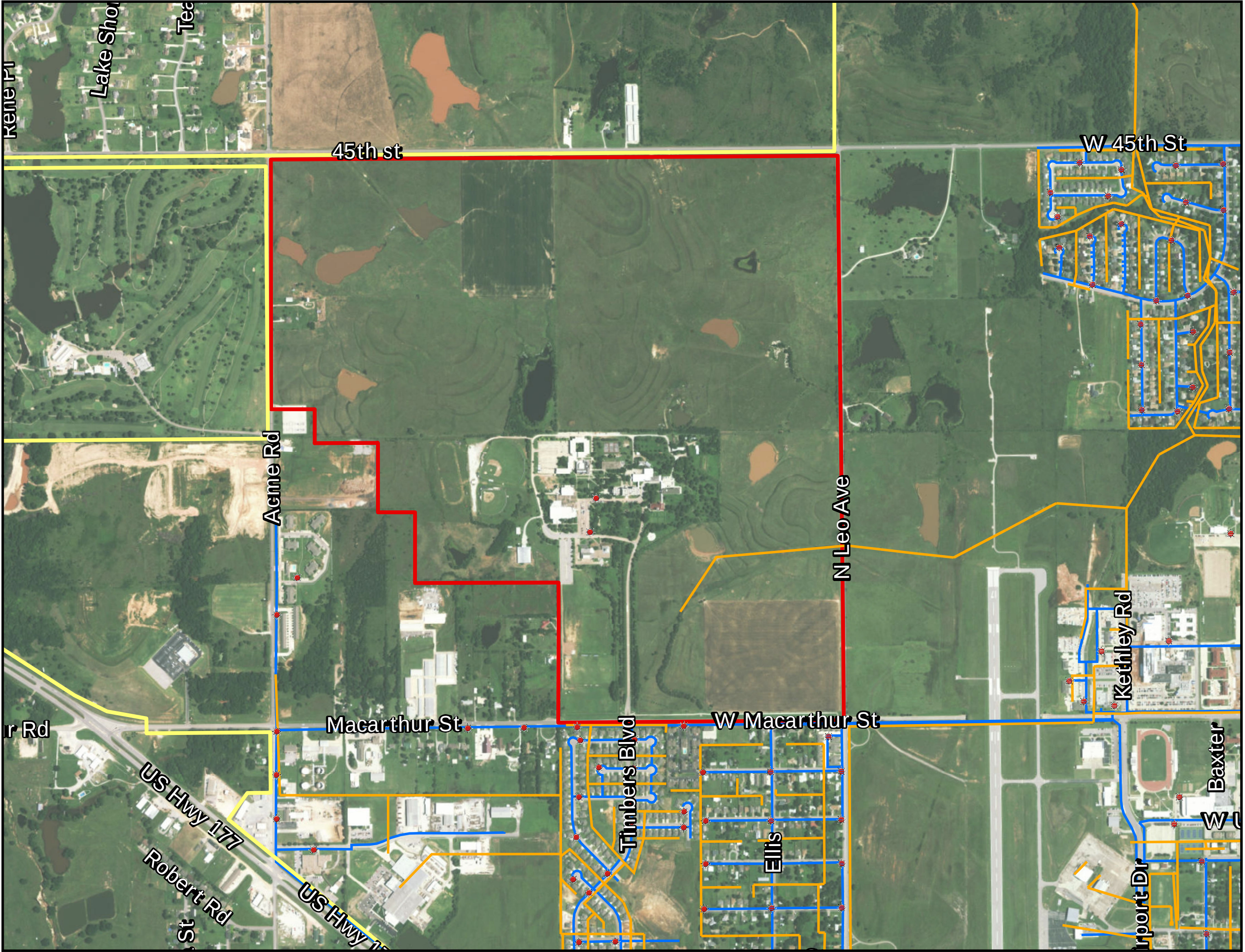
The lands were detached on January 17, 2017 to facilitate USDA sponsored financing that was to allow St. Gregory's to refinance debt and put the University on the path for future stability and growth. The loan application was recently denied as reported by St. Gregory's and numerous media outlets.

Concurrent with the detachment action, the City Commission also approved an agreement ancillary to detachment on January 17, 2017 that sets forth conditions by which the land that was detached is to be annexed ("re-annexed"). With the denial of the loan, a condition has been met and the City Commission may now consider annexation.

RECOMMENDATION

Staff recommends that the Shawnee City Commission authorize staff to proceed with the setting of a public hearing for December 18, 2017 when the Commission may consider an ordinance to annex all land previously detached by Ordinance #2595 (January 17, 2017).

Attachments



St. Gregory's University

Legend

-  City Limits
-  Water Hydrant
-  Sewer Lines
-  Water Lines

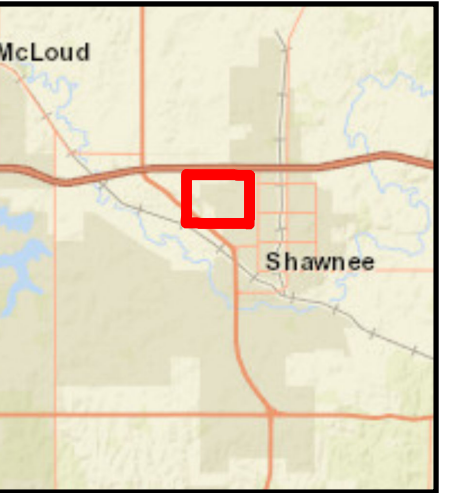
Property



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.



AGREEMENT ANCILLARY TO DETACHMENT

THIS AGREEMENT ANCILLARY TO DETACHMENT (this "Agreement") is made and entered into as of this 17 day of January, 2017 by and among the City of Shawnee, an Oklahoma Municipality ("Shawnee"), the Shawnee Municipal Authority, a public trust created pursuant to the laws of the State of Oklahoma ("SMA"), (collectively the "Shawnee Parties" or the "City"), and the Benedictine Fathers of Sacred Heart Mission, Inc., an Oklahoma not for profit corporation (the "Mission"), St. Gregory's University, Inc a/k/a Catholic University of Oklahoma, Inc., an Oklahoma not for profit corporation ("University"). Capitalized terms used below but not defined otherwise have the meaning ascribed to such terms in Section 7.1.

WHEREAS, the University and the Mission own certain real property that sits within the municipal territory of Shawnee, which is more particularly described in Schedule 1.1 hereto ("University Property").

WHEREAS, the Shawnee Parties provide the University and the Mission with municipal services, which include, but are not limited to, fire protection, police protection, water service, and sewer service.

WHEREAS, the University is in the process of restructuring and refinancing existing debt, and securing long term financing, imperative to the growth and stability of the University and the community at large ("New Financing").

WHEREAS, the University's sources of the New Financing are the Citizen Potawatomi Nation's ("CPN") Community Development Corporation ("CDC") and the United States Department of Agriculture ("USDA").

WHEREAS, USDA participation in the New Financing has a maximum population limit only achievable by the University and the Mission being detached from the municipal territory of Shawnee.

WHEREAS, the University and the Mission have requested that Shawnee detach the University Property in order for the University to qualify for the USDA program that is imperative to the New Financing.

WHEREAS, the University, the Mission, Shawnee, and the CPN have been community partners for over a century.

WHEREAS, the University and the Mission have a significant educational, economic, and spiritual impact on Shawnee; and Shawnee has a significant interest in the continued viability and success of the University and the Mission.

WHEREAS, contemporaneous with the approval of this Agreement, Shawnee has approved Ordinance No. 2595NS, authorizing the detachment of the University Property pursuant to 11 Okla. Stat. § 21-110 (the "Detachment").

WHEREAS, the University, the Mission, and the City wish to remain community partners on a going forward basis, and the Parties agree that certain parameters of their continued relationship should be memorialized.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual promises made in this Agreement and the representations, warranties, and covenants contained in this Agreement, and intending to be legally bound by this Agreement, the Parties agree as follows.

ARTICLE 1.
DETACHEMENT AND TERM, CONFLICT, AND AUTHORITY

1.1 Term. Schedule 1.1 accurately sets forth with particularity the University Property that is subject to the Detachment. Immediately upon the effective date of Shawnee Ordinance No. 2595NS, (whether immediately by passage of the emergency clause included in Ordinance 2595NS, or upon publication and running of applicable time periods following passage of Ordinance 2595NS) the provisions of this Agreement will become effective, and shall remain in full force and effect until such time as substantially all of the University Property, subject to the provisions herein, is re-annexed by Shawnee, or the Parties agree to the termination of all or some portion of this Agreement pursuant to Section 6.4 herein.

1.2 Organization, Qualification and Power. Each Party represents and warrants that it is a duly organized and validly existing entity as recited herein, in good standing under the Laws of the state of Oklahoma, and that it has the power and authority to enter into this Agreement.

1.3 Authority; Enforceability. Each Party represents and warrants for itself that it has complied with all of the terms, conditions, or provisions of the organizational documents applicable to it in respect of the execution and delivery of this Agreement, and has all required power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Detachment; the execution and delivery of this Agreement and the consummation of the Detachment have been duly authorized by such Party and no other action or approval by it is necessary for the execution, delivery, or performance of this Agreement; this Agreement has been, when executed and delivered in accordance with the terms and conditions hereof, duly executed and delivered to such Party and this Agreement is a valid and binding obligation of such Party, enforceable against it in accordance its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, relating to or limiting creditors' rights generally and (b) general principles of equity (whether considered in an action in equity or at law).

1.4 No Conflict. Each Party represents and warrants that neither the execution and delivery of this Agreement by such Party, nor the consummation of the Detachment, nor the fulfillment by it of any of the terms and conditions hereof will:

(a) conflict with, violate or result in a breach of, or constitute a default under, or create an event that, with or without the giving of notice or the lapse of time, or both, would be a violation of, default under or breach of, result in a loss of any right or benefit under, or give a right to terminate, modify, amend, cancel or accelerate under, result in the termination of, accelerate the performance required by, any of the terms, conditions or provisions of (i) any agreement or other arrangement to which it is a party or by which it or any of its assets or property is bound; or (ii) the organizational documents of such Party;

(b) violate any applicable law to which such Party is subject.

ARTICLE 2.

MUNICIPAL SERVICES

Following the Detachment, the Shawnee Parties will continue to provide fire protection, water service, and sewer service to the University/Mission/University Property pursuant to the terms set forth in this Section. Pursuant to 11 Okla. Stat. § 21-111, and in consideration of the cost of the existing public improvements on University Property, including but not limited to, water lines, sewer lines, lift stations, and roads ("Public Improvements") the University shall continue to accept the services outlined in this Section from the Shawnee Parties indefinitely.

2.1 Fire Protection.

- (a) Fire Protection shall be provided to the University and the Mission in substantially the same manner it is currently being provided, and the University and the Mission will be charged 3 cents per square foot of structures on the covered property.

2.2 Water Service.

- (a) Water Service shall be delivered to the University and the Mission in substantially the same manner it is currently being provided, and the University and the Mission will be charged for Water Service pursuant to the rate structure contained in Chapter 26 of the Code of the City of Shawnee.
- (b) Failure by the University and the Mission to comply with the provisions of this Section will constitute a Significant Breach of this Agreement.

2.3 Sewer Service.

- (a) Sewer Service shall be delivered to the University and the Mission in substantially the same manner it is currently being provided, and the University and the Mission will be charged for Sewer Service pursuant to the rate structure contained in Chapter 26 of the Code of the City of Shawnee.
- (b) Failure by the University or the Mission to comply with the provisions of this Section will constitute a Significant Breach of this Agreement.

2.4 Public Improvements. Shawnee shall retain ownership of all utility easements and existing and future Public Improvements constructed on University Property, and Shawnee shall have the right to enter upon University Property to maintain, service, replace and/or upgrade the Public Improvements at all times during the term of this Agreement.

ARTICLE 3.
ECONOMIC DEVELOPMENT OF UNIVERSITY PROPERTY

3.1 Definition of Economic Development. For purposes of this agreement, the term Economic Development shall mean any future commercial enterprise that may exist on University Property which generates, or has the potential to generate, sales tax revenue. Economic Development does not include construction or operation of a University or Mission dormitory or University or Mission buildings utilized for religious or educational purposes. The Parties acknowledge that significant portions of the University Property are undeveloped and sit in a desirable location for future Economic Development.

3.2 Sale or Lease of a Portion of University Property for Economic Development. In the event the University or the Mission enters into discussions or negotiations, with any person or entity, to sell or lease for purposes of Economic Development any portion of the University Property during the term of this Agreement, the University or the Mission shall notify Shawnee of such intent in the manner prescribed in Section 6.3, and immediately follow the procedures set forth in 11 Okla. Stat. § 21-101 *et seq.* to petition Shawnee for the annexation of the certain portion of the University Property to be sold or leased for Economic Development. Failure by the University or the Mission to comply with the provisions of this Section will constitute a Significant Breach of this Agreement

3.4 Economic Development by the University. In the event the University or the Mission elects to undertake the Economic Development of some portion of University Property for the University, the Mission, and/or any affiliate, subsidiary, successor, assign, or third-party entity in which the University or the Mission owns beneficial interest, during the term of this Agreement, the University or the Mission shall notify Shawnee of such intent in the manner prescribed in Section 6.3, and immediately follow the procedures set forth in 11 Okla. Stat. § 21-101 *et seq.* to petition Shawnee for the annexation of the certain portion of the University Property to be leased for Economic Development. Failure by the University or the Mission to comply with the provisions of this Section will constitute a Significant Breach of this Agreement.

3.5 Transfer of University Property for purposes other than Economic Development. In the event the University or the Mission desires to sell or lease any portion of the University Property for any reason other than Economic Development during the term of this Agreement, the University or the Mission shall notify Shawnee of such intent in the manner prescribed in Section 6.3 and may not finalize the transfer or lease until Shawnee has approved the sale/transfer or lease (which consent shall not be withheld, conditioned, or delayed unreasonably) (specifically excluding agriculture leases that are similar in nature and terms to those presently in effect). Upon review of the sale/transfer or lease, or the failure of the University or Mission to provide to Shawnee the notice called for by this Section 3.5, Shawnee, at Shawnee's sole discretion, may require the University and the Mission to immediately follow the procedures set forth in 11 Okla. Stat. § 21-101 *et seq.* to petition Shawnee for the annexation of the certain portion of the University Property that is to be, or has been, sold/transferred or leased. Failure by the

University or the Mission to comply with the provisions of this Section will constitute a Significant Breach of this Agreement.

ARTICLE 4.

ADHERANCE TO BUILDING CODE AND PERMITTING REQUIREMENTS

4.1 Definition of Building Codes and Permitting Requirements. For purposes of this Agreement Building Codes and Permitting Requirements shall mean those conditions set forth in the in the Code of the City of Shawnee, Oklahoma in Chapter 22, Planning and Development; Chapter 7, Buildings and Building Regulations; and the Charter of the City of Shawnee, Oklahoma in Article X..

4.2 University and Mission Compliance. The University and the Mission shall comply with all Building Codes and Permitting Requirements during the term of this Agreement. As such, any construction projects undertaken by the University or the Mission will be subject to review and approval by the Planning Department and Planning Commission; inspection by Shawnee building code officials; and may not be completed without the approval of Shawnee to the extent required pursuant to such Building Codes and Permitting Requirements. Failure by the University or the Mission to comply with the provisions of this Section will constitute a Breach of this Agreement.

ARTICLE 5.

RE-ANNEXATION OF UNIVERSITY PROPERTY

The Parties Acknowledge that the only reason that the Detachment was requested by the University and the Mission and ultimately approved by Shawnee was to enable the University and the Mission to qualify for USDA participation in the New Financing. It is the Parties intent to have the University Property re-annexed into the municipal territory of Shawnee as soon as it is commercially practical for the University and the Mission.

5.1 Limitation of Shawnee. Shawnee is entering into this Agreement in good faith for the reasons recited herein, and this Agreement is a valid, binding and enforceable obligation of the parties hereto on a year-to-year basis in accordance with its terms. Notwithstanding the foregoing, the Parties understand the inability of Shawnee's City Commission to commit future City Commission's to the obligations and duties herein, or to prevent future City Commission's from acting contrary to this Agreement. Nothing in this Agreement shall be construed to impose a duty on Shawnee to exclude the University Property from the municipal territory of Shawnee during the term of the New Financing.

5.2 Written Consent of the University and the Mission. The University and the Mission shall execute a written consent to the annexation of the University Property in the form prescribed by 11 Okla. Stat. § 21-103 and attached hereto as Schedule 5.2 ("Written Consent"), to be held by Shawnee until such time as a Re-Annexation Event as outlined in Section 5.3 is determined,

subject to the notice and cure provisions of Section 5.5. Upon the determination of Re-Annexation Event following the compliance with the notice and cure provisions of Section 5.5, Shawnee may use the Written Consent to comply with the statutory requirements of the re-annexation of the University Property into the municipal territory of Shawnee.

5.3 Events Triggering Re-Annexation of University Property. Subject to the notice requirements and cure provisions of Section 5.5, the University and the Mission shall be re-annexed into the municipal territory of Shawnee upon the determination of an event of the following (collectively “Re-Annexation Events”):

- (a) If the University or the Mission shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of the University or the Mission, or any of their properties, (ii) admit in writing the inability to pay their debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) commence any proceeding relating to the bankruptcy, reorganization, liquidation, receivership, conservatorship, insolvency, readjustment of debt, dissolution or liquidation of the University or the Mission.
- (b) Termination of the New Financing, or USDA portion thereof, for any reason, including but not limited to maturity, refinancing, satisfaction, default, foreclosure, or modification.
- (c) In the event of a Significant Breach of this Agreement.

5.4 Notice to Shawnee. The University and the Mission will immediately notify Shawnee in the manner prescribed in Section 6.3, of any existing or reasonably expected Re-Annexation Event. Further, the University and the Mission shall include in the loan documents memorializing the New Financing (“New Financing Loan Documents”) a provision that requires the CDC, USDA, and/or any other entity involved in the New Financing to provide notice directly to Shawnee of any event of financial default under the New Financing Loan Documents.

5.5 Process for Determination of a Re-Annexation Event. If Shawnee believes a Re-Annexation Event has occurred, Shawnee will notify the University and the Mission in the manner prescribed in Section 6.3, and the University and the Mission shall have thirty (30) days from the receipt of notice to either object or provide proof of any cure to the Re-Annexation Event to Shawnee. In the event the Parties have a dispute as to whether a Re-Annex Event or subsequent cure has occurred they must comply with the Mediation provision in Section 6.8.

5.6 Priority of Re-Annexation. The Parties acknowledge that in the New Financing Loan Documents, USDA may construe a Re-Annexation as an event of default, and the Parties agree to use their best efforts to ensure that in abiding by this Agreement, the Parties will not effectuate an event of default of the New Financing Loan Documents. The University and Mission and will provide Shawnee a copy of the executed New Financing Loan Documents.

ARTICLE 6 MISCELLANEOUS

6.1 Publicity. No publicity release, announcement or other disclosure to Persons other than the Parties or their respective employees, or representatives shall be issued by any Party (or its/their representatives or Affiliates) without prior consent to the form and substance thereof by the Parties. In the event any such publicity release announcement is required by Law to be made by any Party, such Party shall use its reasonable efforts to consult in good faith with the other Parties prior to the issuance of any such publicity release or announcement. This provision specifically excludes those certain documents required to be filed with the Pottawatomie County Clerk pursuant to 11 Okla. Stat. § 21-112, and any public notices that Shawnee may be required to post pursuant to 25 Okla. Stat. § 301 *et seq.*

6.2 Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding.

6.3 Notices. All notices, claims, consents, requests, instructions, approvals, demands and other communications under this Agreement shall be in writing and deemed duly given, if delivered: (a) personally by hand or by a nationally recognized overnight courier service, when delivered at the address specified in this Section 6.3; (b) by United States certified or registered first class mail when delivered at the address specified in this Section 0, on the date appearing on the return receipt therefor; or (c) by electronic mail when such electronic mail is transmitted to the electronic mail address specified in this Section 6.3. In the event that a Party is unable to deliver a notice, claim, consent, request, instruction, approval, demand, or other communication due to the inaccuracy of the postal address, pursuant to this Section 6.3, or the other Party's failure to notify the Party of a change of its address, as specified pursuant to this Section 6.3, such notice, claim, consent, request, instruction, approval, demand, or other communication shall be deemed to be effective upon confirmation by a nationally recognized overnight courier service of its failure to complete delivery to the other Party's address as set forth in this Section 6.3 (or other address duly given to the Party by the other Party in accordance with this Section 6.3).

Addresses and electronic mail addresses (unless and until written notice is given of any other address or electronic mail address) for purposes of this Section 6.3 are set forth below:

If to Shawnee Parties, to:

City of Shawnee
Attn: City Manager
16 West 9th Street
Shawnee, OK 74801

If to the University, to:

St. Gregory's University
Attn: Michael Scaperlanda, President
1900 West MacArthur Street
Shawnee, OK 74804
mscaperlanda@stgregorys.edu

with a copy to (which shall not constitute notice):

Stuart & Clover, PLLC
Attn: Joe Vorndran
130 N. Broadway
Shawnee, OK 74801

with a copy to (which shall not constitute notice):

Andrews Davis PC
Attn: D. Joe Rockett
100 North Broadway Avenue, Suite 3300
Oklahoma City, OK 73102
djrockett@andrewsdavis.com

If to the Mission, to:

St. Gregory's Abbey
Attn: Rt. Rev. Lawrence Stasyszen, O.S.B.
1900 West MacArthur Street
Shawnee, OK 74804
abbotlawrence@stgregorys.edu

with a copy to (which shall not constitute notice):

Akin Gump Strauss Hauer & Feld, LLP
Attn: Kenneth D. Alderfer
1333 New Hampshire Avenue, N.W.
Washington, DC 20036-1564

6.4 Entire Agreement. This Agreement, including the initial paragraph and the recitals to this Agreement and all Schedules and Exhibits attached to this Agreement, each of which are made a part of this Agreement by this reference, constitutes the entire understanding of the Parties, and supersedes any prior agreements or understandings, written or oral, between the Parties with respect to the subject matter of this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

6.5 Rights of Parties.

(a) Nothing in this Agreement, whether express or implied, is intended to confer any benefit, right or remedy under or by reason of this Agreement on any Persons other than the Parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or Liability of any other Person to any Party, nor shall any provision give any other Person any right of subrogation or action over or against any Party.

(b) Nothing in this Agreement shall in any way modify or otherwise limit the rights or remedies available to any of the Parties with regard to a claim of fraud.

(c) The Parties shall be entitled as a result of misrepresentation or breach under this Agreement, to pursue any and all non-monetary relief to which any of them may otherwise be entitled at law, in equity or otherwise.

6.6 Succession and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their representatives, successors and permitted assigns. None of the Parties may assign either this Agreement or delegate any of the rights, interests or obligations hereunder without the prior written approval of the other Parties.

6.7 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to conflict of law principles thereof. Each Party hereby irrevocably submits to the exclusive personal jurisdiction of the District Court of Pottawatomie County Oklahoma in any action or proceeding arising out of or relating to this Agreement.

6.8 Mediation. Each of the Parties acknowledges and agrees that they will attempt to resolve any dispute arising hereunder or under an indemnification claim as outlined herein through a mediation process of the Parties choosing, prior to the initiation of any action in a Court of proper jurisdiction as set forth in this Section 6.8 *supra*.

6.9 Counterparts; Exchange by Electronic Transmission. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties may execute this Agreement, and all other agreements, and other documents contemplated hereby and exchange on the Closing Date counterparts of such documents by means of facsimile transmission or electronic mail and the Parties agree that the receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals. After the Closing the Parties shall promptly exchange original versions of this Agreement and all other agreements, and other documents contemplated by this Agreement that were executed and exchanged by facsimile transmission or electronic mail pursuant to this Section 8.10, but failure to do so shall not affect the binding nature of the same.

6.10 Specific Performance. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that any other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any other state thereof having jurisdiction over the parties in the matter, in addition to any other remedy (including monetary damages) to which it may be entitled, at law or in equity.

6.11 Severability. It is the desire and intent of the Parties that the provisions of this Agreement be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such

jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

6.12 No Third Party Beneficiaries. Except as set forth in Article 7, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties or their respective successors, heirs, personal representatives or permitted assigns, any rights or remedies under or by reason of this Agreement.

6.13 Reimbursement of Transaction Expenses. The University and the Mission jointly agree to pay Shawnee, upon the execution of this Agreement, the legal expenses incurred by Shawnee in connection with the negotiation, preparation, execution and delivery, and administration of this Agreement in an amount not to exceed \$10,000.00 collectively.

ARTICLE 7. DEFINITIONS

7.1 Certain Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section 7.1:

(a) “**Party**” or “**Parties**” means Shawnee, SMA, the City, Shawnee Parties, the Mission, SGU, and the University, individually or collectively, as applicable.

(b) “**Breach**” means failure by any Party to perform under the terms of this Agreement.

(c) “**Agreement**” means this Agreement including any schedules or exhibits hereto.

7.2 Defined Terms. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in the Sections identified below:

Term	Section
Shawnee	Recitals
SMA	Recitals
Mission	Recitals
SGU	Recitals
University Property	Recitals
New Financing	Recitals
CDC	Recitals
USDA	Recitals
Detachment	Recitals
Public Improvements	Article 2
Fire Protection	Article 2.1
Water Service	Article 2.2
Sewer Service	Article 2.3
Economic Development	Article 3.1
Building Codes and Permitting Requirements	Article 4.1
Written Consent	Article 5.2

Term	Section
Re-Annexation Events	Article 5.3
New Financing Loan Documents	Article 5.4
Party or Parties	Article 7.1(a)
Breach	Article 7.1(b)
Agreement	Article 7.1(c)

7.3 Rules of Construction. All references to any Law shall be deemed to include any amendments thereto, and any successor Law, unless the context otherwise requires. “Including” means “including without limitation” and does not limit the preceding words or terms. The words “or” and “nor” are inclusive and include “and”. The term “and” when used in a list of elements, such as “A, B, and C” is to be interpreted inclusively (e.g., “any or all of A, B, and C” or “A, B, and/or C”) and not as requiring inclusion or presence of every element in the list. The singular shall include the plural and vice versa. Each word of gender shall include each other word of gender as the context may require. References to “Articles” or “Sections” or “Schedules” or “Exhibits” shall mean Articles or Sections of this Agreement or Schedules or Exhibits attached to this Agreement, unless otherwise expressly indicated. A reference to any Person includes such Person’s successors and permitted assigns. Each word of Preliminary Statement is hereby integrated into this Agreement by reference and explicitly made a part of this Agreement. The title of each Article and the headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of this Agreement. The Parties have each participated in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any obligation pursuant to this Agreement that is expressed to be undertaken or assumed by any Person shall be construed as requiring such Person to exercise all rights and powers of control over the affairs of any other Person that such Person is able to exercise (whether directly or indirectly) in order to secure performance of such obligation. ***[Signature pages to follow]***

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.



Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE

By: Richard Finley
RICHARD FINLEY, MAYOR



Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

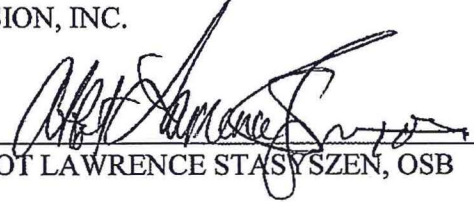
SHAWNEE MUNICIPAL AUTHORITY

By: Richard Finley
RICHARD FINLEY, CHAIRMAN

APPROVED AS TO FORM AND LEGALITY THIS 17 DAY OF JANUARY, 2017.

Joseph Vorndran
Joseph Vorndran, City Attorney

BENEDICTINE FATHERS OF SACRED HEART
MISSION, INC.

By: 

ABBOT LAWRENCE STASYSZEN, OSB

SAINT GREGORY'S UNIVERSITY, INC. a/k/a
CATHOLIC UNIVERSITY OF OKLAHOMA,
INC.

By: 

MICHAEL SCAPERLANDA, PRESIDENT

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

6.

Meeting Date: 11/20/2017

Sales Tax Rpt 11-2017

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received November 2017.

Attachments

Sales Tax Rpt 11-2017



Date: November 13, 2017
TO: Mayor and Commissioners
From: Cynthia S. Arnold, Finance Director *CSA*
Subject: October sales tax and use tax collections

Sales Tax Collections:

October deposit for sales tax was \$1,412,195 which will be divided among the following funds:

General	\$	941,463
Capital Improvements	\$	182,410
Street Fund	\$	205,945
Economic Development	\$	23,537
Police Sales Tax Fund	\$	29,420
Fire Sales Tax Fund	\$	29,420

Compared to Nov 2016 we were down \$56,091 or 3.82%. For the year we are up 1.52% which is slightly below what we budgeted for.

We need to remember to Shop Shawnee as much as possible to keep the sales tax steady.

Use tax deposit in November was \$125,252 up \$13,387 or 12.26% from last year.

Compared to last year use tax is up \$11,058 or 2% for the year.

SALES TAX	December 2014	December 2015	December 2016	Increase	(Decrease)
	through	through	through	Over Prior Year	
Month	November 2015	November 2016	November 2017	Amount	Percentage
Dec	1,441,774	1,506,784	1,405,365	(101,420)	(6.73%)
Jan	1,499,067	1,546,951	1,558,709	11,758	0.76%
Feb	1,580,604	1,605,202	1,676,413	71,211	4.44%
March	1,292,781	1,316,044	1,370,990	54,946	4.18%
April	1,426,451	1,552,529	1,469,441	(83,088)	(5.35%)
May	1,466,536	1,493,399	1,573,986	80,587	5.40%
June	1,438,144	1,437,412	1,556,869	119,457	8.31%
July	1,442,218	1,475,520	1,537,860	62,340	4.22%
August	1,588,410	1,530,246	1,559,594	29,348	1.92%
Sept	1,494,203	1,490,836	1,493,327	2,491	0.17%
Oct	1,545,245	1,496,732	1,571,844	75,112	5.02%
Nov	1,426,192	1,468,286	1,412,195	(56,091)	(3.82%)
Total	17,641,623	17,919,942	18,186,592	266,650	1.49%
		Prior Year	Current Year	Increase	(Decrease)
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		7,461,620	7,574,820	113,199	1.52%

Top sales tax codes:		September 2017	September 2016
Retail Trades	44-45	\$941,204	\$864,684
Accommodation and Food Service	72	\$262,996	\$248,148
Wholesale Trades	42	\$96,575	\$93,409
Utilities	22	\$90,110	\$90,790
Information	51	\$48,572	\$57,236
Manufacturing	31-33	\$46,041	\$32,547
Real Estate Rental & Leasing	53	\$16,934	\$20,978
Other Services	81	\$13,995	\$13,267
Unclassified	UNC	\$35,549	\$58,739
Arts & Entertainment	71	\$5,012	\$5,097
Professional	54	\$4,390	\$7,064
Misc		\$10,466	\$4,773
Total		\$1,571,844	\$1,496,732

Unclassified also includes money from the tax-free weekend

		2017-2018	2016-2017	2015-2016	% to 2016	% to 2015
TOP REVENUE THRU 10/30						
General Fund:	001					
Sales Tax	4001	\$ 4,100,633	\$ 3,993,230	\$ 4,043,700	2.69%	1.41%
Use Tax	4002	\$ 547,685	\$ 425,060	\$ 427,610	28.85%	28.08%
Alcoholic Beverage Tax	4003	\$ 41,699	\$ 43,596	\$ 38,555	-4.35%	8.15%
Cigarette Tax	4006	\$ 77,946	\$ 72,292	\$ 73,189	7.82%	6.50%
Court Fines	4301	\$ 107,570	\$ 123,226	\$ 137,125	-12.71%	-21.55%
Court Cost	4302	\$ 25,377	\$ 34,996	\$ 36,496	-27.49%	-30.47%
		\$ 4,900,910	\$ 4,692,399	\$ 4,756,675	4.44%	3.03%
Franchise Taxes:	001					
Cable - Vyve	4016	\$ 18,584	\$ 15,143	\$ 22,131	22.73%	-16.02%
Electric-CVEC	4018	\$ 44,568	\$ 42,832	\$ 43,204	4.05%	3.16%
Electric-OG&E	4014	\$ 480,329	\$ 461,649	\$ 479,774	4.05%	0.12%
Gas-ONG	4013	\$ 73,105	\$ 68,484	\$ 62,802	6.75%	16.41%
Top Ten Revenue		\$ 5,517,496	\$ 5,280,507	\$ 5,364,584	4.49%	2.85%
Total Other Revenue		\$ 1,593,880	\$ 1,734,416	\$ 1,747,964		
Total Revenue		\$ 7,111,376	\$ 7,014,922	\$ 7,112,548	1.37%	-0.02%

Regular Board of Commissioners

7.a.

Meeting Date: 11/20/2017

Bids Santa Fe Museum Parking Lot

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Santa Fe Museum Parking Lot Improvements, Contract No. COS-PW-17-01 (Award)

Attachments

Santa Fe Parking Lot Memo

Santa Fe Parking Lot Bid Tab

Santa Fe Parking Lot Notice

Santa Fe Parking Lot Mailing List

Santa Fe Parking Lot Plan Holders



MEMORANDUM

AGENDA: November 15, 2017

TO: Justin Erickson, City Manager

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

RE: **Recommendation of Award for the Santa Fe Museum Parking Lot Improvements
Contract No. COS-PW-11-01**

SUMMARY AND BACKGROUND

The City of Shawnee opened Bids for the above referenced project at the November 6, 2017 Commissioners meeting. Only one bid was received although we had seven contractors/companies purchase plans and specs, and had five in attendance at the PreBid Meeting. The one bid received was Parathon Construction in the amount of \$687,727.65 for the Base Bid (all old brick pavers) and for \$842,037.65 for the Alternate Bid (all stamped colored concrete). Through some value engineering, staff has reduced the costs of the Base Bid to that of \$530,708.60 by reducing the square yardage of brick paving from 3,149 square yards to 1,664 square yards, and reduced the overall size of the parking lot by 14% while still maintaining the same number of 61 parking spaces (See Attached Exhibit 1.0).

BUDGETARY IMPACT

Funding for the project is recommended to be taken from the 302 Street Fund, and there is enough monies in the unallocated fund balance such that no other current budgeted and planned project will be impacted.

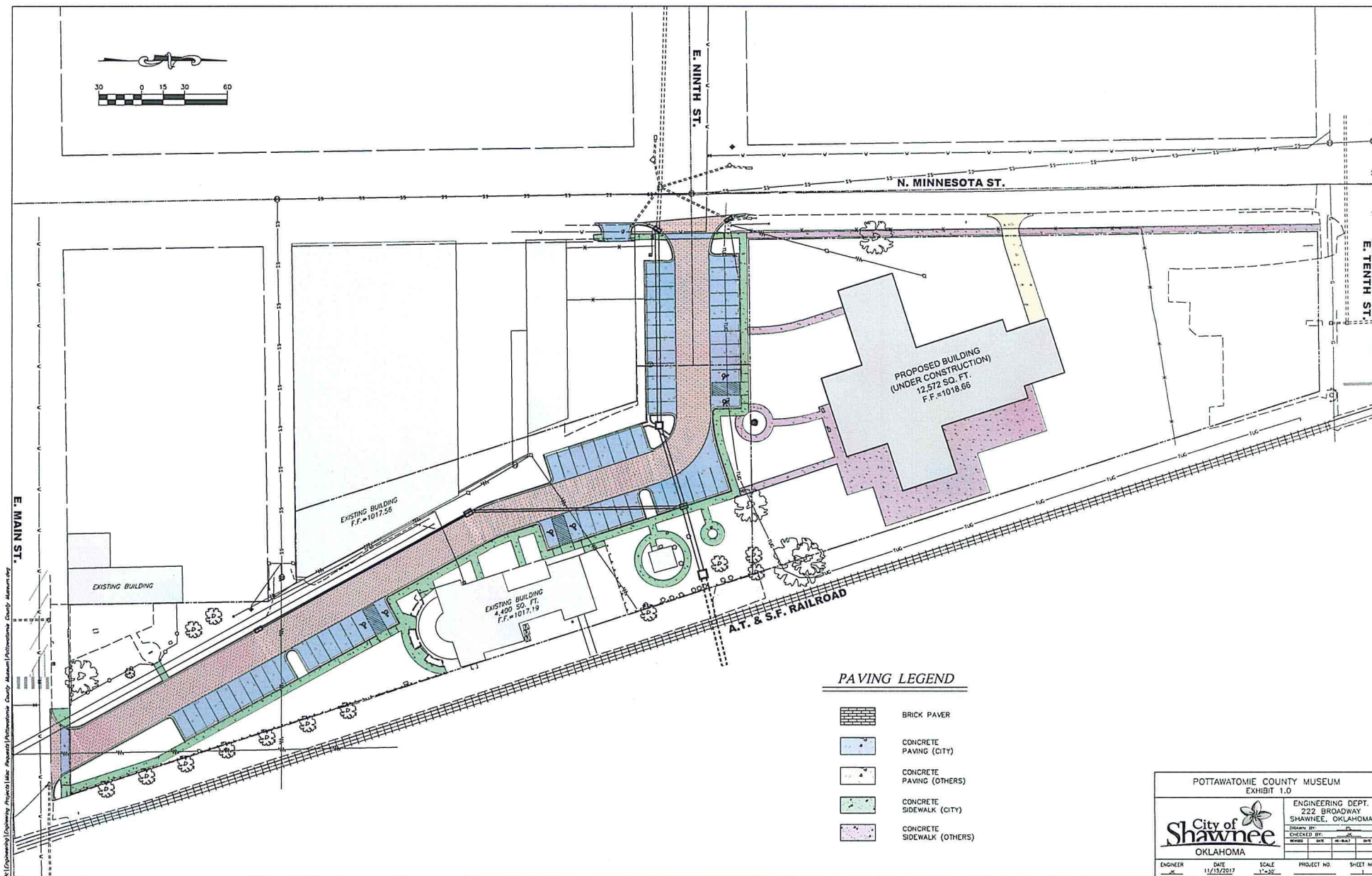
RECOMMENDATION

Staff recommends awarding the Santa Fe Museum Parking Lot Improvements (Contract No. COS-PW-17-1) to Parathon Construction in the amount of **\$530,708.60**. Parathon Construction is a reputable, reliable contractor that has successfully worked on past Shawnee projects, i.e. Bryan Street Trails Project and Union Street Sidewalk Improvements.

Exhibit 1.0

Brick street only
Remove museum sidewalk
Remove wedge in parking lot

ITEM NO.	DESCRIPTION	QNTY. NO.	UNIT PRICE	PARATHON UNIT	TOTAL PRICE
202(A)	Unclassified Excavation	311	\$ 19.00	C.Y.	\$ 5,909.00
202(D)	Unclassified Borrow	153	\$ 15.00	C.Y.	\$ 2,295.00
221	Erosion Control	1	\$ 2,500.00	L.S.	\$ 2,500.00
230	Solid Slab Sodding	1	\$ 9,250.00	L.S.	\$ 9,250.00
414(A)	6" P.C. Concrete Pavement	1,357	\$ 50.00	S.Y.	\$ 67,850.00
Special	Reclaimed Brick Paving	1,664	\$ 112.50	S.Y.	\$ 187,200.00
609(B)	20" Combined Curb & Gutter	1,504	\$ 27.50	L.F.	\$ 41,360.00
610(A)	4" P.C. Concrete Sidewalk	623	\$ 42.50	S.Y.	\$ 26,477.50
610	Conc. Sidewalk Curb Ramp(Std.Type B)	5	\$ 1,200.00	EA.	\$ 6,000.00
610	Conc. Sidewalk Curb Ramp(Alt.Type B)	3	\$ 1,500.00	EA.	\$ 4,500.00
610	Concrete Flume (2' Wide)	27	\$ 50.00	L.F.	\$ 1,350.00
611	Storm Sewer 5'x5' Grated Inlet	1	\$ 3,500.00	EA.	\$ 3,500.00
611	Storm Sewer 6'x5' Grated Inlet	1	\$ 3,500.00	EA.	\$ 3,500.00
611	Storm Sewer Type 'A' Curb Inlet	3	\$ 2,200.00	EA.	\$ 6,600.00
611	Storm Sewer Type 'B' Curb Inlet	2	\$ 2,500.00	EA.	\$ 5,000.00
612	Telephone Manhole (Adjust to Grade)	1	\$ 1,500.00	EA.	\$ 1,500.00
613	12" RCP Storm Sewer Pipe	169	\$ 50.00	L.F.	\$ 8,450.00
613	18" RCP Storm Sewer Pipe	155	\$ 55.00	L.F.	\$ 8,525.00
613	30" RCP Storm Sewer Pipe	196	\$ 85.00	L.F.	\$ 16,660.00
613	36" RCP Storm Sewer Pipe	51	\$ 102.00	L.F.	\$ 5,202.00
619	Remove Sanitary Sewer Manhole	1	\$ 900.00	EA.	\$ 900.00
619	Remove Storm Sewer Street Inlet	2	\$ 750.00	EA.	\$ 1,500.00
619	Remove Concrete	142	\$ 12.00	S.Y.	\$ 1,704.00
619	Remove Asphalt Pavement	3863	\$ 7.50	S.Y.	\$ 28,972.50
619	Remove Sidewalk	128	\$ 12.00	S.Y.	\$ 1,536.00
619	Remove Brick Pavers	15	\$ 75.00	S.Y.	\$ 1,125.00
619	Remove and Reset Memorial Pavers	7.11	\$ 100.00	S.Y.	\$ 711.00
619	Remove Tree (8"-12")	7	\$ 600.00	EA.	\$ 4,200.00
619	Remove Tree (18"-30")	1	\$ 750.00	EA.	\$ 750.00
619	Remove Storm Inlet	1	\$ 1,800.00	EA.	\$ 1,800.00
619	Remove 3'x3' Timber Box Structure	251	\$ 25.00	L.F.	\$ 6,275.00
619	Remove Light Pole	1	\$ 800.00	EA.	\$ 800.00
619	Remove or Relocate Power Pole w/Meter	1	\$ 1,750.00	EA.	\$ 1,750.00
641	Mobilization	1	\$ 20,000.00	L.S.	\$ 20,000.00
642	Construction Staking	1	\$ 5,500.00	L.S.	\$ 5,500.00
702	10" CKD Subgrade	3518	\$ 7.95	S.Y.	\$ 27,968.10
850	Accessible Parking Sign (Van Accessible)	6	\$ 250.00	EA.	\$ 1,500.00
854	Accessible Parking Symbol	6	\$ 325.00	EA.	\$ 1,950.00
854	Traffic Stripe (4"Wide)(White)(Plastic)	1207	\$ 5.50	L.F.	\$ 6,638.50
880	Traffic Control	1	\$ 1,500.00	L.S.	\$ 1,500.00
TOTAL BASE BID					\$ 530,708.60



BID TABULATION SHEET

SANTA FE MUSEUM PARKING LOT IMPROVEMENTS

CONTRACT NO. COS-PW-17-01

NOVEMBER 6, 2017

BIDDER

AMOUNT

Parathon Construction, Edmond, OK

Alternate 1:

Alternate 2:

\$687,727.65

\$524,760.00

\$189,878.00

Stamped
Concrete
only

Alternate 1:

Alternate 2:

Alternate 1:

Alternate 2:

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., **Monday, November 6, 2017**, for:

**BID: CONTRACT NO. COS-PW-17-01
SANTA FE MUSEUM PARKING LOT IMPROVEMENTS**

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, October 18, 2017, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.**

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

**BID: CONTRACT NO. COS-PW-17-01
SANTA FE MUSEUM PARKING LOT IMPROVEMENTS
November 6, 2017**

This project shall include approximately **3,500 S.Y. of parking lot surfacing, excavation, subgrade modification, curb & gutter, storm sewer, and misc. work associated with parking lot construction.** BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

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

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., **Monday, November 6, 2017**. The City of Shawnee reserves the right to reject any and all bids.



Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: *Justin Erickson*
Justin Erickson, City Manager

Project Mailing list
COS-PW-17-01
SANTA FE MUSEUM PARKING LOT PROJECT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Mailing list
COS-PW-17-01
SANTA FE MUSEUM PARKING LOT PROJECT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Mailing list
COS-PW-17-01
SANTA FE MUSEUM PARKING LOT PROJECT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Mailing list
COS-PW-17-01
SANTA FE MUSEUM PARKING LOT PROJECT

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

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

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

Central Contracting
17301 South Sunny Lane
Norman, Ok 73071

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

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

Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850

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

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

Power Play
Craig Hamelin
12812 S. Memorial Dr.
Suite 100
Bixby, Ok 74008

Play By Design
Cheryl Sumners
3619 E. 105th Street
Tulsa, Ok 74137

Arkoma Playgrounds
Becky Thompson
93 Colt Square, Suite 5
Fayetteville, AR 72703

Knorr Systems
David Smith
PO Box 703567
Dallas, Tx 75370

Water Technology, Inc
Ryan Nachreiner
100 Park Ave
PO Box 614
Beaver Dam, WI 53916

Water's Edge Aquatic Design
Caroline Casper Business Development
11205 W. 79th St.
Lenexa, KS 66214

Terra Pad
Attn: Karen Anderson
PO Box 55126
Tulsa, OK 74155-1126

Kraftsman Playground & Water Parks
101 Honeytree Circle
Waxahchie, TX 75165-6903

Waterpark Excitement
2521 N. Austin St.
Seguin, TX 78155

ACS playground
8501 Mantle ave
Okc, ok. 73132

Bryan Montgomery
ACS Playground Adventures
12104 S. 352 Rd.
Earlsboro, Ok. 74840

Gary Barnett
38610 Garrett's Lake Rd
Shawnee, Oklahoma 74804

Project Mailing list
COS-PW-17-01
SANTA FE MUSEUM PARKING LOT PROJECT

CMD
Attn: DOCUMENT PROCESSING
30 Technology Parkway South, Ste 100
Norcross, GA 30092

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

J & B GRAPHICS
1811 NW 1ST ST.
OKLAHOMA City, ok 73106

Sign factory
136 W. MACARTHUR
SHAWNEE, OK 74804

AMAX SIGN COMPANY
9504 E. 55TH PLACE
TULSA, OK 74145

G & S SIGN SERVICES
1019 E. GRAND BLVD.
OKC, OK 73129

RANDY'S SIGNS
34205 WACO ROAD
SHAWNEE, OK 74801

METROSIGN CORPORATION
401 N. ANN ARBOR AVE.
OKC, OK 73127

GEOGRAPH INDUSTRIES
475 INDUSTRIAL DR.
HARRISON, OHIO 45030

BOYCE INDUSTRIES INC.
3160 W. KEARNY ST.
SPRINGFIELD, MISSOURI
65803

COLOR-AD
7200 GARY ROAD
MANASSAS, VA 20109

ARCHITECTURAL GRAPHICS INC
2655 INTERNATIONAL PARKWAY
VIRGINIA BEACH, VA 23452

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-17-01
FY 16-17 SANTA FE MUSEUM PARKING LOT
(VARIOUS LOCATIONS)
(HAVE CONFIRMED RECEIPT OF ADDENDUM)

Business Name: RUDY CONSTRUCTION CO.
Contact: PHIL PRATT
Address: PO BOX 14575
OKC, OK 73113
Telephone 405-478-9900
Fax: 405-478-9901
Cell: _____
E-Mail: PPRATT@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: 10/12/17

Business Name: HASKELL LEMONS
Contact: TAMMY ROBINSON
Address: 3800 SW 10TH OKC, OK
Telephone: 405-947-6069
Fax: _____
Cell: _____
E-Mail: TROBINSON@HASKELLLEMON.COM
Paid for & Picked Up Specs: 10/13/17

Business Name: MARKWELL PAVING CO.
Contact: FRED FOREY
Address: 1020 SW 21ST OKC, OK

Telephone: 405-634-5353
Fax: _____
Cell: _____
E-Mail: FRED@MARKWELLPAVING.COM
Paid for & Picked Up Specs: 10/18/17

Business Name: C-P INTERGRATED SERVICES INC

Contact: DURINDA FISHER

Address: 3007 NW 63RD STE205 OKC, OK 73116

Telephone: 405-732-0532 EXT. 403

Fax: 405-242-6499

Cell:

E-Mail: DURINDAFISHERCOXINET.NET

Paid for & Picked Up Specs: 10/18/17

Business Name: HOWARDS EXCAVATING & PAVING

Contact: BRADY TABOR

Address: 14000 S MERIDIAN OKC, OK 73173

Telephone: 405-692-5465

Fax: 405-692-5466

Cell: 405-443-0808

E-Mail: BRADY@HOWARDSPAVING.COM

Paid for & Picked Up Specs: 10/18/17

Business Name: CONNELLY PAVING COMPANY

Contact: JIM CONNELLY

Address: PO BOX 75450 OKC, OK 73147

Telephone: 405-943-8388

Fax:

Cell:

E-Mail: JIMCONNELLYPAVING.COM

Paid for & Picked Up Specs: 10-11-17

Business Name: PARATHON CONSTRUCTIONLLC

Contact: JIMMY SMITH

Address: PO BOX 1287 EDMOND, OK 73083

Telephone: 405-605-6006

Fax: 866-391-1572

Cell: 202-0643

E-Mail: JIMMY@PARAHONCONSTRUCTIONLLC.COM

Paid for & Picked Up Specs: 10/24/17

Regular Board of Commissioners

10.

Meeting Date: 11/20/2017

Enter ES

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration and possible vote to enter into executive session for discussion regarding the status of negotiations with the IAFF, Local No. 206 for a new Collective Bargaining Agreement for Fiscal Year 2017-2018 including discussion of a possible Memorandum of Understanding regarding the terms of employment pending an agreement being reached on a new Collective Bargaining Agreement as authorized by 25 O.S. Section 307(B)(2).

Attachments

No file(s) attached.

Regular Board of Commissioners

11.

Meeting Date: 11/20/2017

Discuss ES

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration and possible action on the item discussion in executive session including possible vote to authorized the City Manager to enter into a mutually agreeable Memorandum of Understanding with Local No. 206 pending a resolution on the terms of a new Collective Bargaining Agreement for Fiscal year 2017-2018.

Attachments

No file(s) attached.
