

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

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 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

2. Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)
3. Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Kevin Moody.
4. Discussion, consideration and possible approval of the City Commission and Related Authorities Amended Schedule of Regular Meetings for 2018.
5. Consideration of a resolution to declare certain items surplus property and authorizing the sale of said items at auction or disposal at the City's discretion.
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
7. City Manager Report
8. Consider Bids:
 - a. Santa Fe Museum Parking Lot Improvements, Contract No. COS-PW-17-01 (Open)
9. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
10. Commissioners Comments
11. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

1.b.

Meeting Date: 11/06/2017

CC Minutes 10-16-2017

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes for October 16, 2017 regular meeting.

Attachments

CC Minutes 10-16-2017

BOARD OF CITY COMMISSIONERS PROCEEDINGS
OCTOBER 16, 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

Ron Gillham
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: None

INVOCATION

The Lord's Prayer

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes for October 2, 2017 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for September 2017
 - Project Payment Report for September 2017
 - Planning Commission Minutes from September 6, 2017
 - Shawnee Downtown Revitalization Project Amendment Review Committee Minutes from September 26, 2017

- Shawnee Beautification Committee Minutes from March 9, 2017 and August 17, 2017
- c. Acknowledge receipt of Pioneer Library System Audit for Year Ended June 30, 2017.
- d. Acknowledge City of Shawnee Holiday Schedule for 2018.
- e. Acknowledge City Commission and Related Authorities Schedule of Regular Meetings for 2018.
- f. Budget Amendment – Fund 190 CDBG (Community Development Block Grant) Entitlement Grant Fund
To allocate federal funds that were not spend last fiscal year
- g. Mayor’s Appointments

Shawnee Hospital Authority

Michelle Briggs <i>Reappointment</i>	6 Year Term	Expires 9/30/2023
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Mike Adcock <i>Reappointment</i>	6 Year Term	Expires 9/30/2023
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Planning Commission

Cody Deem <i>Replaces Susie Clinard – Resigned</i>	1 st Partial Term	Expires 6/1/2020
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Daniel Matthews <i>Replaces Michael Affentranger - Resigned</i>	1 st Partial Term	Expires 6/1/2018
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A motion was made by Commissioner Gillham, seconded by Commissioner Salter, to approve the Consent Agenda Item Nos. 1(a-g). Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Shaw

AGENDA ITEM NO. 2:

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

Holly Gordon encouraged citizens to visit the *Woman's Point of View: From Saudi Arabia* exhibit at the Mabey-Gerrer Museum of Art. She explained the exhibit is comprised of several photographs and projects from students of Dar Al-Hekma University in Jeddah, Saudi Arabia.

Ms. Gordon announced that the Boo on Bell event would take place this coming weekend on Bell Street in downtown Shawnee.

AGENDA ITEM NO. 3:

Presentation by City Manager to Employee of the Month, Ross Kinnamon, Utility Billing.

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

AGENDA ITEM NO. 4:

Public hearing and consideration of an ordinance to rezone property located at 4400 North Kickapoo Street from C-1; Neighborhood Commercial District to C-3; Highway Commercial District with Conditional Use Permit. Case No. P11-17. Applicant: Dennis Morris

Community Development Director Justin DeBruin explained the zoning request noting the subject property is approximately three-fourth of an acre which would provide for adequate parking. He noted that staff is in favor of the proposed rezoning and that no objections have been received. Mr. DeBruin stated the rezoning was unanimously approved by the Planning Commission.

Mayor Finley declared a public hearing in session to consider an ordinance rezoning property located at 4400 North Kickapoo Street from C-1; Neighborhood Commercial District to C-3; Highway Commercial District with Conditional Use Permit. No one appeared in favor or against said rezoning and the public hearing was closed.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve an ordinance to rezone property located at 4400 North Kickapoo Street from C-1; Neighborhood Commercial District to C-3; Highway Commercial District with Conditional Use Permit; with the following conditions:

1. A six (6') foot sidewalk along Kickapoo Street.
2. Landscaping to cover 10% of overall site.
3. Façade treatment to a total of 60% where facing Kickapoo Street.
4. Appropriate off-street parking.

Ordinance No. 2616NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOT SEVEN (7), BLOCK TWO (2), OF COLLEGE VIEW ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM C-1; NEIGHBORHOOD COMMERCIAL DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT WITH CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2616NS was adopted by the City Commission.

AGENDA ITEM NO. 5:

Public hearing and consideration of an ordinance to rezone property located at 39110 West MacArthur Street from RE; Residential Estates District to C-3; Highway Commercial District. Case NO. P12-17. Applicant: Nelmon Brauning

Community Development Director Justin DeBruin explained that a proposed use has not been determined for this site but will be bound to allowances in the C-3 zoning district. Mr. DeBruin stated that staff recommends approval and that no protest letters have been received.

Mayor Finley declared a public hearing in session to consider an ordinance rezoning property located at 39110 West MacArthur Street from RE; Residential Estates District to C-3; Highway Commercial District. No one appeared in favor or against said rezoning and the public hearing was closed.

A motion was made by Commissioner Gillham, seconded by Vice Mayor Harrod, to approve an ordinance to rezone property located at 39110 West

MacArthur Street from RE; Residential Estates District to C-3; Highway Commercial District; with the following conditions:

1. A six (6') foot sidewalk along MacArthur Street.
2. Landscaping to cover 10% of overall site.
3. Façade treatment to a total of 60% where facing MacArthur Street.
4. Appropriate off-street parking.

Ordinance No. 2617NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING 1056 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/C SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN; THENCE WEST 198 FEET; THENCE NORTH 1100 FEET; THENCE EAST 198 FEET; THENCE SOUTH 1100 FEET TO THE POINT OF BEGINNING, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM RE; RESIDENTIAL ESTATES DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2617NS was adopted by the City Commission.

AGENDA ITEM NO. 6:

Public hearing and consideration of an ordinance to rezone property located at 4830 North Harrison Avenue from A-1; Rural Agricultural District, C-3; Highway Commercial District, and R-3; Multi-Family Residential District to PUD; Planning Unit Development. Case No. P13-17. Applicant: Landes Engineering

Community Development Director Justin DeBruin explained the location of the property, noting the proposed use as a commercial travel center facility with supporting commercial development. It was also noted that the property is largely affected by the floodplain which will require existing drainage channel improvements and a Letter of Map Revision will be required prior to final

approval. Mr. DeBruin said sixty-six-feet (66') of right-of-way will be retained for a future service road. Two seventy foot (70') tall free-standing signs are included in staff's recommendation. The Planning Commission unanimously approved this rezoning with three conditions, with no objections received. Mayor Finley declared a public hearing in session to consider an ordinance rezoning property located at 4830 North Harrison Avenue from A-1; Rural Agricultural District, C-3; Highway Commercial District, and R-3; Multi-Family Residential District to PUD; Planning Unit Development. No one appeared in favor or against said rezoning and the public hearing was closed.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to approve an ordinance to rezone property located 4830 North Harrison Avenue from A-1; Rural Agricultural District, C-3; Highway Commercial District, and R-3; Multi-Family Residential District to PUD; Planning Unit Development; with the following conditions:

1. Approval of variance to allow for two seventy (70') foot tall free-standing signs.
2. Any additional, minor correction to the preliminary plat will be resolved in the PUD Design Statement and Master Plan Map
3. All other applicable City Standards.

Ordinance No. 2618NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE SOUTH 1121 FEET; THENCE WEST 389 FEET; THENCE SOUTH 112 FEET; THENCE WEST 692 FEET TO THE EAST SIDE OF THE A.T. & S.F. RAILWAY COMPANY RIGHT-OF-WAY; THENCE NORTH ALONG THE EAST SIDE OF THE RIGHT-OF-WAY TO A POINT 1204.60 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER; THENCE EAST 1204.60 FEET TO THE POINT OF BEGINNING LESS AND EXCEPT A STRIP, PIECE OR PARCEL OF LAND LYING IN PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 4 EAST, POTTAWATOMIE COUNTY, OKLAHOMA. SAID PARCEL OF LAND DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 18, A DISTANCE OF 33.44 FEET WEST OF AND 915.06 FEET SOUTH OF THE NE CORNER OF SAID SE/4; THENCE NORTH AND NORTHWESTERLY ALONG SAID RIGHT-OF-WAY A DISTANCE OF 265.87 FEET TO A JOG IN SAID RIGHT-OF-WAY; THENCE WEST ALONG SAID JOG A DISTANCE OF 40.00 FEET; THENCE S06°53'15"E A DISTANCE OF 266.07 FEET; THENCE N89°17'35"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.24 ACRES, MORE OR LESS. ALL BEARINGS CONTAINED IN THIS DESCRIPTION ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM AND ARE NOT ASTRONOMICAL BEARINGS. LESS AND EXCEPT THE DEDICATION DEED FOR PUBLIC HIGHWAY RECORDED IN BOOK 170 PAGE 21, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO

THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT, C-3; HIGHWAY COMMERCIAL DISTRICT, AND R-3; MULTI-FAMILY RESIDENTIAL DISTRICT TO PUD; PLANNED UNIT DEVELOPMENT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2618NS was adopted by the City Commission.

AGENDA ITEM NO. 7:

Consideration of approval of a Preliminary Plat for Workman's Plaza located at 4830 North Harrison Street. Case No. S05-17. Applicant: Landes Engineering

A staff report was given by Community Development Director Justin DeBruin. He noted that no protest letters were received and the Planning Commission recommends approval of the preliminary plat.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to approve a Preliminary Plat for Workman's Plaza located at 4830 North Harrison Street, with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. Any necessary drainage plans must be approved by the City Engineer concurrent with Final Plat approval.
3. Any additional, minor corrections to the preliminary plat must be corrected, as deemed necessary by City Staff.
4. Completion of a FEMA Letter of Map Revision (LOMR) prior to Final Plat approval.
5. All other applicable City standards apply.

Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 8:

Public hearing and consideration of an ordinance closing the alley between West Hayes Street and West Farrall Street and between South Tennessee Avenue and South

Pottenger Avenue (Block 21, Inglewood 2nd Addition). Applicant: Ronnie Pelate

A staff report was given by Community Development Director Justin DeBruin. Mr. DeBruin stated the city retains the right to reopen the alley without any expense to the municipality whenever deemed necessary. Franchise holders still have easements and have all have received written notice of the proposed closure. Staff has no objections to the alley closure and no letters of protest or concern have been received.

Mayor Finley declared a public hearing in session to consider an ordinance closing the alley between West Hayes Street and West Farrall Street and between South Tennessee Avenue and South Pottenger Avenue. No one appeared in favor or against said rezoning and the public hearing was closed.

A motion was made by Commissioner Shaw, seconded by Commissioner Gillham, to approve an ordinance closing the alley between West Hayes Street and West Farrall Street and between South Tennessee Avenue and South Pottenger Avenue.

Ordinance No. 2619NS was introduced.

AN ORDINANCE CLOSING THE PUBLIC ALLEYWAY LOCATED IN BLOCK 21, INGLEWOOD 2ND ADDITION AND PROVIDING FOR SEVERABILITY.

Motion carried 7-0.

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

NAY: None

Ordinance No. 2619NS was adopted by the City Commission.

AGENDA ITEM NO. 9: Acknowledge Sales Tax Report received October 2017.

Finance Director Cindy Arnold reported that October sales tax collected this month was \$1,565,343.00, which is up 4.58% or \$68,611.00 from October of 2016.

AGENDA ITEM NO. 10: City Manager Report

City Manager Justin Erickson gave updates on the following:

- a. Photo Contest – Visit Shawnee Inc. and the City of Shawnee partnered together to host a photo contest. Over 500 entries were submitted, these photographs may be used in promotional materials and for the City’s new website.
- b. Wayfinding – The City’s wayfinding signage project is nearing completion. Gateway signs have been installed at key entrances to the community and at each City park facility.
- c. American Association of Retired Persons (AARP) Grant – The City of Shawnee received an AARP Community Challenge Grant and chose to install a traffic circle at the intersection of West Burns Street and North Chapman Avenue to improve traffic and safety. The installation of the traffic circle is now complete.
- d. Parks Master Plan – A special meeting will be held on Thursday, November 2, 2017 at 6:00 p.m. at the Heart of Oklahoma Exposition Center for input on the Park Design Phase of the Parks Master Plan.

Commissioner Shaw asked for an update on Fire Station No. 2. City Manager Justin Erickson stated that utility work has been started and contractors have poured the footings. Contractors should begin working on the outside skin of the building in approximately three weeks. Mr. Erickson noted that the Fire Station will look dramatically different very soon with the Spring of 2018 being the estimated time for completion.

AGENDA ITEM NO. 11:

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

There was no New Business.

AGENDA ITEM NO. 12:

Commissioners Comments

Commissioner Bushong said he is looking forward to the Boo on Bell event that is scheduled to take place this weekend Downtown Shawnee.

Vice Mayor Harrod stated the City of Midwest City residents passed a sales tax initiative last week raising their overall tax rate to 9.1%.

Commissioner Rutherford said he enjoyed the recent Planes, Trains, and Automobiles event in the City.

Commissioner Shaw asked Community Development Director Justin DeBruin to discuss the landscape standards for new development properties. It was agreed they would discuss this after the meeting.

Commissioner Shaw asked about Public Arts Projects which earmarks a portion of city sales tax to add public art through capital improvement projects.

COMMISSIONER GILLHAM LEFT THE CITY COMMISSION MEETING AT 7:05 P.M. AND DID NOT RETURN.

Commissioner Salter said he was impressed with the Fire Department Retirement and Promotion Ceremony that was held recently.

Mayor Finley discussed moving the City Commission meetings to 6:00 p.m. from 6:30 p.m. He said he had spoken with several Commissioners and asked for feedback from interested parties regarding the change.

Mayor Finley also announced that he is considering re-establishing a Parks and Recreations Committee to oversee the various parks programs. He would like to have further discussion regarding this in the future.

Mayor Finley noted that he often gets to greet participants at the RV Rallies hosted at the Heart of Oklahoma Exposition Center. He stated that many of them have shared how impressed they are with the improvements that have been made at the Expo Center, especially the 50-amp electric service.

AGENDA ITEM NO. 13:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:08 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

Meeting Date: 11/06/2017

Acknowledge Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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
-

Attachments

TIF Minutes 10-09-2017

Beauti Minutes 09-21-2017

Traffic Comm Minutes 08-22-2017

**Shawnee Downtown Revitalization Project Amendment Review Committee
Meeting Minutes from October 9, 2017**

AGENDA ITEM NO. 1: Call to Order

Chairperson Richard Finley called the meeting to order at 2:05 p.m.

AGENDA ITEM NO. 2: Introduction of Members and Roll Call

Members Present:	Richard Finley	Marilyn Bradford
	Melissa Dennis	Craig Walker
	April Grace	Casey Bell
	Marty Lewis	Chris Harden
	Beau Carter	

Members Absent: Tim Burg

AGENDA ITEM NO. 3: Consideration and appropriate action to approve the minutes of the September 26, 2017 special meeting of the Shawnee Downtown Revitalization Project Amendment Review Committee

A motion was made by Marty Lewis, seconded by Marilyn Bradford, to approve the September 26, 2017 Minutes. Motion carried 7-0-2

AYE: Finley, Dennis, Grace, Lewis, Carter, Bradford, Walker

NAY: None

ABSTAIN: Bell, Harden

AGENDA ITEM NO. 4: Presentation and discussion of the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan, Eligibility Report, and Financial Impacts Report

City Manager Justin Erickson presented a map of the proposed Tax Increment Financing (TIF) boundaries. He then introduced Jeff Sabin who is with the Center for Economic Development Law.

Mr. Sabin presented a brief description of what a TIF district is and what it allows a city to do. He stated that a TIF district can be used in the following: (1) enterprise area; (2) historic preservation area; and/or (3) reinvestment area.

Mr. Sabin explained how many tax dollars the current TIF district generated and what it was able to accomplish. He also explained why it did not generate as many tax dollars as was initially expected.

Mr. Sabin then explained what the amended and restated Shawnee Downtown Revitalization Plan was. He explained the anticipated tax dollars generated and the proposed line items to be accomplished with the tax dollars.

After the presentation, the board discussed proposed recommendations. Marty Lewis suggested that a projected area be added to include the 45th and Leo Street area for a Shawnee Public School Elementary. Marilyn Bradford suggested the Pioneer Public Library be added for improvements. Melissa Dennis mentioned a project in front of the County Courthouse that she had previously discussed with Justin Erickson.

AGENDA ITEM NO. 5: Consideration and appropriate action to approve the Findings and Recommendation of the Shawnee Downtown Revitalization Project Amendment Review Committee

Staff recommended to defer this item in order for Staff to research the requested added improvements.

A motion was made by April Grace, seconded by Chris Harden, to defer Agenda Item 5 to the October 24, 2017 meeting. Motion carried 9-0

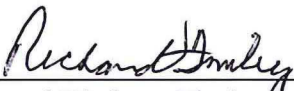
AYE: Finley, Dennis, Grace, Lewis, Carter, Bradford, Walker, Bell, Harden
NAY: None

AGENDA ITEM NO. 6: Future Meetings Schedule

Staff advised the Board that the next meeting is scheduled for October 24, 2017 at 11:00 a.m. in the Greater Shawnee Chamber of Commerce Board Room.

AGENDA ITEM NO. 7: Adjournment

There being no further business to be considered, the meeting was adjourned by the power of the Chair at 3:17 p.m.



Richard Finley, Chairperson

ATTEST:



Lisa Lasyone

Lisa Lasyone, CMC, Sr. Deputy City Clerk

Minutes
Shawnee Beautification Committee
SEPTEMBER 21, 2017
The Shawnee Beautification Committee met at the Chamber of Commerce Board Room
The meeting was called to order at 4:00 pm

Roll Call was taken showing the following members present:

		Present	Absent
Member	Tom Terry	<u> X </u>	<u> </u>
Member	Sherry Lankford	<u> X </u>	<u> </u>
Member	Joe Harbeson	<u> X </u>	<u> </u>
Member	Debi Renegar	<u> X </u>	<u> </u>
City Staff	James Bryce	<u> X </u>	<u> </u>
City Staff	Whisper Peace	<u> X </u>	<u> </u>
Guest	Kevin Huddleston	<u> </u>	<u> X </u>
Guest	Sue Nelson	<u> X </u>	<u> </u>

Roll Call and Declaration of a Quorum.

- AGENDA NO 1** **Approved Minutes for AUGUST 2017.** The minutes for AUGUST 21, 2017 were approved with a motion made by Tom Terry and 2nd by Sherry Lankford. The motion carried unanimously.
- AGENDA NO 2** **Call to order New Beautification Committee and declare a Quorum.**
Roll was called and a new Quorum was declared for the New Beautification Committee at 4:01pm.
- AGENDA NO 3** **Discussion on "Gardening with the Experts."** The date for the "Gardening with the Experts has been set for January 27, 2017, at Gordon Cooper, 2 of the 3 speakers will be Linda Vater to about bulb plantings and Casey Hentges from the OSU Botanic Gardens. The 3rd speaker is still pending.
- AGENDA NO 4** **Update on Tree Give-a-way.** Due to the Tree Bank not receiving a grant this year, the trees will not be free. They will be available to the City from October through February. The cost will be \$25.00 per tree or \$30.00 for a tree and a t-shirt.

AGENDA NO 5 **Discussion on Keep Oklahoma Beautiful Awards Ceremony on November 18, 2017.** The Community Market Garden was nominated for an award this year, but no word yet on whether an award will be received.

AGENDA NO 6 **New Business.** No new business.

AGENDA NO 7 **Miscellaneous Updates.** Debi Renegar proposed a Beautification Committee Mission Statement. It will added to the Agenda for the next meeting.

Discussion was made on a new name for the Committee. It will be added to the Agenda for the next meeting.

James Bryce mentioned that the 2nd round of Park Designs for Optimist Park and Weigant Park will be on November 2nd at the Expo Center at 6:00pm.

Discussion was made on the New Parks and Recreation Department's recent events.

Every Thursday in September was "Yappy Days" in the Dog Park which was a free event and included several different local Vendors, demonstrations, and music. James mentioned that the event had a good turnout.

James Also mentioned the first "Movie in the Park" event, which was free also had a good turnout. The movie shown was "Back to the Future" and it took place at Kidspace Park. The next Movie will be at Woodland Veteran's Park and the movie has not been decided upon yet.

AGENDA NO 8 **Adjournment.** Meeting was adjourned at 4:45pm.

Date 10-19-17

Chairman J. Bryce

MINUTES
TRAFFIC COMMISSION
AUGUST 22, 2017 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL

- I. CALL TO ORDER
- II. ROLL CALL

MEMBERS PRESENT

Reuben Peltier- Vice Chairman
Rebecca Dolin
Peggy Rider
Paul Roberts

MEMBERS ABSENT

Jack Barrett- Chairman

EX-OFFICIO MEMBERS

Michael Ludi, Assistant City Engineer
Shalah Yates, Traffic Commission Secretary
Keith Mangus, Traffic Supervisor
Dani Turner

CITIZENS PRESENT

Brian Winterringer

III. Approval of June 27, 2017 Minutes

Discussion:

Motion was made by **Rider**, seconded by **Dolin** to approve the June 27, 2017 minutes.
Motion **carried**

Roll Call: Aye: Peltier, Dolin, Rider, Roberts
Nay: none

IV. CONSIDERATION OF REQUEST

- A. Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison. (Deferred from June 27, 2017 Traffic Commission meeting)

Discussion:

Brian Winterringer spoke regarding the traffic on Highland in front of Sonic. Mr. Winterringer passed out the Daily Ticket Report from Sonic on Harrison/Highland. He stated as it shows the first week or so the ticket sales were high and could have caused a traffic problem in this location. Since the opening traffic and sales have fallen. He stated he has watched traffic during breakfast and lunch and does not see the backup issue. The cars noted waiting was two at a time. He believes the customers have learned the best way in and out of the entrances. Mr. Winterringer stated he does not believe these delineators need to be placed and that he believes the traffic will straighten out on its own and slow even more during the winter. Roberts questioned if the design of the entrances might have been changed in the planning process if they had known the delineators would be placed. Mr. Winterringer stated that he believed they would have. He stated he did not know what they would have done but they would have looked at alternatives. There have been no accidents in the area since the opening of the Sonic. Roberts stated there are several other locations around town that have the same issue and do not warrant placement of the delineators. Peltier and Rider agreed with Roberts that this is not the only area in town that has the traffic flow going into a business like the one at Harrison and Highland at Sonic and would not want to place the delineators all around town.

Motion was made by **Dolin**, seconded by **Rider** to **deny** the request to add flexible delineator devices along the centerline of Highland west of Harrison.

Motion **carried**

Roll Call: Aye: Peltier, Dolin, Rider, Roberts
Nay: none

V. Swear in of Travis Flood

VI. ADMINISTRATIVE REPORTS

Michael Ludi gave an update on the Centracs project. He stated they had been working on installation of software. This will be an ongoing process and he will keep updating progress as its made. The completion of the project is expected to take over a year.

VII. CITIZEN PARTICIPATION

none

VIII. BOARD MEMBERS COMMENTS

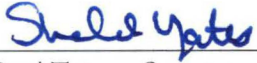
none

IX. ADJOURNMENT

There being no further business to come before the Transportation Commission, a motion was made by **Rider**, seconded by **Dolin** recommending the meeting be adjourned. Motion **carried**

Roll Call: Aye: Peltier, Dolin, Rider, Roberts, Flood
Nay: none

Respectfully submitted,



Dani Turner, Secretary



Jack Barrett, Chairman

Regular Board of Commissioners

1.d.

Meeting Date: 11/06/2017

Comp Plan Update RFQ

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize Staff to solicit Requests for Qualifications from engineering and planning firms to provide professional services for completion of a Comprehensive Plan update.

Attachments

Comp Plan Update RFQ



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

**REQUEST FOR QUALIFICATIONS:
COMPREHENSIVE PLAN UPDATE
FOR THE CITY OF SHAWNEE**
(Pottawatomie County, Oklahoma)

The City of Shawnee is soliciting proposals from qualified consulting firms to provide professional planning services for an update to the City's Comprehensive Plan.

City of Shawnee

Comprehensive Plan 2040

Submittal deadline:

December 1, 2017 by 4:00 PM

Submittal Contact:

Justin DeBruin, AICP
Community Development Director
222 N. Broadway Avenue
Shawnee, OK 74801

Description of Project

The City of Shawnee (hereinafter referred to as “City”), located within Pottawatomie County, is seeking responses to a Request for Qualifications from qualified consulting firms for the completion of a Comprehensive Plan (hereinafter referred to as the “Project”) update. The goal of this process would be the development of a Comprehensive Plan for the City of Shawnee looking out to a horizon year of 2040.

Citizen involvement is the cornerstone of the Shawnee Comprehensive Plan. A successful plan is identified not just with the elected and appointed officials of the City who adopt it, but with the entire community and its residents who help draft it and want to see it followed and maintained. The Shawnee Comprehensive Plan should not be considered a static document but rather the result of a continuous process to gather and evaluate information and make informed decisions based upon constantly changing conditions. Project financing will be accomplished over two fiscal years. The project is expected to occur over two fiscal years and the contract will be structured accordingly.

Recent plans have been adopted / utilized by the City of Shawnee that should be considered or incorporated as part of the Project preparation:

- 2005 Comprehensive Plan
- 2014 Zoning Code
- 1990 Subdivision Regulations
- 2012 Reimagine Downtown Plan
- 2017 Shawnee Strategic Plan
- 2016 Park Master Plan
- 2007 Shawnee Trails Master Plan
- 2014 Utility Master Plan
- 2017 Downtown TIF Plan

Objectives

The Project should be completed with input from the Mayor and City Commission, Planning Commission, appointed citizen boards, City staff and interested citizen stakeholder groups. It is envisioned that the Project will include a comprehensive public

participation process, employing multiple techniques to ensure an open public dialogue through the development of the Project.

The Project will include assembling and analyzing data regarding all of the existing conditions within the City of Shawnee and utilizing that data to develop policies, actions, and an implementation plan to guide future development and decision making within the community with a horizon year of 2040.

The following basic elements shall be addressed in the Comprehensive Plan:

- Vision and Goals;
- Land Use and Redevelopment;
- Transportation;
- Housing and Neighborhood development and redevelopment;
- Parks, Recreation, Open Space, and Trails Plan;
- Health and Wellness;
- Utilities, Infrastructure, and Community Facilities;
- Economic Development;
- Capital Improvements; and
- Implementation.

Consultant Responsibilities and Deliverables

The selected consultant will work under the direction of the Community Development Director and will be responsible for consultation with the Mayor and City Commission, major stakeholder organizations, citizen boards, and the public. In addition, the consultant is responsible for the following items:

- General management of the Project
- Drafting and preparation of the plan document, graphics, mapping and other support services.
- Data Collection, analysis, and presentation
- Organization and facilitation of public meetings
- Budgeting project funds
- Regular presentations to the Comprehensive Plan Advisory Committee, Planning and Zoning Commissions, and City Commission.

Project and deliverables shall be as follows:

- Maps and associated data shall be in ArcGis format and shall be provided to the City.
- Text and report files shall be in MS Word and PDF formats.
- All final reports shall be presented in digital format for archiving and reproduction.

Consultant Qualifications

The City of Shawnee will evaluate consultant experience, qualifications and capabilities for developing and implementing an updated Comprehensive Plan. The desired qualifications are outlined below. Responders are required to submit a written narrative corresponding to each of the following section items:

- a. Introduction
 - Overview and summary of how your company will assist the City in completing our desired plan.
- b. Company Profile
 - Company overview and history
 - i. How long has the company been in business?
 - ii. Number of current employees
 - iii. Number of clients in the past 5 years
 - Capabilities of company – Why should your company be chosen
- c. Management Team / Key Members of Implementation Team
 - Name, title, role
 - Education, years of experience
- d. Project Development Approach
 - Average timeline
 - Detailed explanation of all project phases including consultation, design, development, implementation
- e. Scope of Work
 - Project phase deliverables
 - What will be expected of the City
 - What the City can expect from the company
- f. Experience with Municipal Plan Production
 - References (minimum of five references, all contact information below)
 - i. Client name
 - ii. Website URL
 - iii. Client contact person and title
 - iv. Phone
 - v. Email address
 - vi. Please include Oklahoma municipal clients if applicable

Selection Process

Responses to this RFQ will help the City identify the most qualified consultant firm and will be indicative of the level of the firm's commitment. The City will evaluate the qualifications, references, overall fit with the City of Shawnee, as well as take into consideration the proposed scope to determine the most qualified firm.

The City of Shawnee reserves the right to reject any and all submittals, to compare the relative merits of the respective responses, and to choose a firm, which in the opinion of the City, will best serve the interests of the City. The selection process will consist of the following phases:

- Phase 1: A City review team will evaluate submittals. The initial review will determine conformance to submission requirements and whether responses meet minimum criteria established. Review will include the firm's acceptance of RFQ terms and completeness of submission.
- Phase 2: Interview of most qualified applicants.
- Phase 3: Review team will check references given and rank the firms.
- Phase 4: The City will enter into negotiations leading to a professional services agreement to be presented to the Shawnee City Commission.

Project Timeline

RFQ Process Authorization from the City Commission	November 6, 2017
RFQ Submittal Deadline	December 1, 2017
Staff Review and Interview Completed	December 22, 2017
Contract Award by City Commission	January 15, 2018
Expected Project Completion Date	March 1, 2019

Proposal Submittal Instructions

Responses to the Request for Qualifications must be received no later than 4:00 PM on December 1, 2017. Responses received after this deadline will not be considered. No faxed or emailed responses will be accepted.

Statements of Qualifications shall be limited to not more than 25 pages, exclusive of cover letter and resumes. Firms should send five (5) copies of their Statement of Qualifications along with one (1) digital copy.

Mail, hand or special delivery:	Community Development Department 222 N. Broadway Ave. Shawnee, OK 74801
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Regular Board of Commissioners

1.e.

Meeting Date: 11/06/2017

Emer Mgt Grant

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Emer Mgt Grant

City of Shawnee Memorandum

To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager *D. Z.*
From: Donald D. Lynch, Emergency Management Director
Date: November 1, 2017
Re: Agreement with State Emergency Management for Sub-Grant

NATURE OF THE REQUEST:

I am writing to request your approval for staff to execute an agreement with the Oklahoma Department of Emergency Management for the sub-grant of Emergency Management Performance Grant funds. A copy of the Agreement is attached for your reference.

STAFF ANALYSIS /CONSIDERATIONS:

This is the annual grant we apply for to reimburse the City for part of the cost of administration for our Emergency Management program.

The City Commission authorized staff to apply for this grant at its August 8, 2017 meeting.

RECOMMENDATION:

Staff recommends approval.

BUDGET CONSIDERATION:

This will provide \$50,000 for Federal Fiscal Year 2018. This amount is equivalent to the amount we received in FFY 2017.

Thank you for your favorable attention to this request.

FY 2018 Emergency Management Program Grant

Contractual Agreement

This agreement is entered into by and between the State of Oklahoma Department of Emergency Management, and **The City of Shawnee**, Oklahoma, hereinafter referred to as the Political Subdivision. The Oklahoma Department of Emergency Management shall pay the Political Division local jurisdiction for required works performed under the EMPG application and this contractual agreement the sum of **50,000.00** dollars, **subject to the following terms and conditions:**

Article 1. Scope of Work

Advancing the Whole Community approach reinforces the concept that it is the community's responsibility to take necessary and appropriate actions to protect people and property from the consequences of local emergencies and disasters. Communities are challenged to develop collective local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains or improves the community's overall well-being. Achieving this collective capability calls for innovative approaches across the community. The efforts of the Oklahoma Department of Emergency Management is to assist local jurisdiction's Emergency Management with the capabilities to prevent, protect against, respond to and recover from natural disasters, threats of terrorism, and attacks both foreign and domestic. This includes enhancing local jurisdiction's Emergency Management existing practices, programs, institutions and organizations.

1. Quarterly ALL Hazard, Whole Community Planning Group Meetings

An All-Hazard, Whole Community Planning group will be formed consisting of all Annexes or Emergency Support Function (ESF) representatives, Tribal representatives, Higher Education representatives and business partners as well as any other persons the

Planning Group deems necessary to promote the “whole community” concept of planning to meet quarterly.

Measurement Methods:

- a. A meeting invitation letter for each meeting to include a mailing list (can be an email copy).
- b. An agenda for each quarterly meeting
- c. Minutes of each quarterly meeting.
- d. Sign-in sheets for each quarterly meeting (dated).

2. Emergency Operations Plan

The Jurisdiction must have an Emergency Operations Plan to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community Planning Group will be directly involved in the quarterly planning and updates of the Jurisdiction’s Emergency Operations Plan. The Emergency Operations Plan will be updated according to CPG 101-v.2

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. Sign-in Sheet from Quarterly Planning Meetings.
- c. An Emergency Operations Plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction’s highest elected official (form provided).

3. A Hazard Mitigation Plan Approved by the State and Updated as Required

The Jurisdiction must have a State approved Hazard Mitigation Plan to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community Planning Group will update the Hazard Mitigation plan according to the evaluation matrix provided by Oklahoma Department of Emergency Management.

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. A Hazard Mitigation plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction's highest elected official (form provided).

4. A Current List of Training and Exercises

The current Training and Exercise plans will be a topic of discussion of the All Hazard, Whole Community Planning Group.

Measurement Methods:

- a. A list of the training produced by all Annex or ESF agencies will be submitted to Oklahoma Department of Emergency Management quarterly.
- b. A list of the exercises produced by all Annex or ESF agencies will be submitted to Oklahoma Department of Emergency Management quarterly.

5. Four (4) Exercises of Any Type

The Jurisdiction must conduct four (4) exercises of any type. The types of exercises are Seminars, Workshops, Tabletop, Games, Drills, Functional, and Full-Scale. (You can only count one WebEOC drill as part of the four.) All exercises need to test all or part of the Emergency Operations Plan. You may also count one Federally Declared Disaster as an exercise.

Measurement Methods:

- a. A copy of the After Action Report-Improvement Plan (AAR-IP) for each exercise must be submitted to the Oklahoma Department of Emergency Management.

6. One (1) Full Scale Exercise

The Jurisdiction must participate in one Full-Scale Exercise. The Statewide Earth Wind and Fire exercise will count as an Emergency Operations Center full scale exercise.

Measurement Methods:

- a. The AAR-IP for the jurisdiction's part of the exercise must be generated by the jurisdiction and a copy of the AAR-IP must be submitted to Oklahoma Department of Emergency Management.

7. Attendance of the Strategic Regional Planning Workshop

The Oklahoma Department of Emergency Management Regional Coordinator, in conjunction with local Emergency Managers, will host a Professional Development Workshop. The Emergency Management Director shall attend their Area's Workshop, in its entirety.

Measurement Methods:

- a. A copy of the Certificate or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

8. Attendance of the Annual Oklahoma Emergency Management Conference

The Emergency Management Director shall attend the Annual Oklahoma Emergency Management Conference, in its entirety.

Measurement Methods:

- a. A copy of the Certificate or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

9. Attendance of two (2) Oklahoma Department of Emergency Management Strategic Regional Planning Meetings

The Emergency Management Director shall attend the Oklahoma Department of Emergency Management Regional Coordinator's Bi-Annual Quadrant meetings.

Measurement Methods:

- a. A copy of the sign-in sheet.

10. Current List of Ongoing Whole Community Preparedness Projects

Activities could include, newspaper articles, talks on preparedness to schools and or civic groups, programming weather radios, etc. Remember to include all the Emergency Response Agencies'/Organizations' preparedness efforts in the reports.

Measurement Methods

- a. Copies of articles, agendas, sign in sheets, pictures, journal of actions taken depending on community preparedness actions taken.

Article 2. EMPG Sub-Grant Required Cost Match

The EMPG Sub-Grant funds that are used towards the Political Subdivision's EMPG Program shall not exceed 50 percent of the total Political Subdivision's Emergency Management budget. The Political Subdivision must cost match (cash or in-kind) the Federal contribution according to the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Public Law 93-288), as amended, 42 U.S.C. 5121-5207, specifically, Title VI, sections 611(j) and 613. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. Documentation of the cost match and actual expenditures of the Political Subdivision's EMPG Sub-Grant funds shall be supplied to the Oklahoma Department of Emergency Management.

Article 3. Funding Guidelines

EMPG Sub-Grant funds can only be used for the purposes set forth in this contract. **All EMPG Sub-Grant fund expenditures must be accounted for and follow this funding guidance.**

Grant funds may not be used for matching funds for Federal grants, cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings. Additionally, EMPG Sub-Grant funds may not be used to sue the Federal government or any other government entity.

Authorized Expenditures:

1. Operations

FY 2018 EMPG Sub-Grant funds may be used for all hazards local Emergency

Management operations activities that may include, but are not limited to:

- a. Staffing including salary and personnel costs
- b. Compensatory time off
- c. Overtime
- d. Day-to-day activities in support of Emergency Management
- e. Associated fringe benefits

2. Planning

FY 2018 EMPG Sub-Grant funds may be used for a range of Emergency Management

planning activities that may include, but are not limited to:

- a. Community based planning to advance the Whole Community, Security and Emergency Management concept.
- b. Maintaining a current Hazard Mitigation plan inclusive of a Hazard Identification and Risk Assessment (HIRA).
- c. Maintaining current Emergency Operations procedures that conform to the guidelines outlined in CPG 101 v.2.
- d. Developing and/or enhancing comprehensive Emergency Management plans.

3. Training

FY 2018 EMPG Sub-Grant funds may be used for a range of Emergency Management

related training activities **for the purposes of enhancing local Emergency**

Management's personnel capabilities. Training related expenses may include, but are not limited to:

- a. Training development, delivery and/or evaluation

- b. Overtime
- c. Travel
- d. Hiring of full or part-time staff, contractors or consultants
- e. Certification or recertification of Instructors

4. Exercise

FY 2018 EMPG Sub-Grant funds may be used for a range of Emergency Management related exercise activities **for the purposes of testing and improving local jurisdiction's Emergency Management Operations plans.** Qualifiable exercises are those conducted within the Political Subdivision's jurisdictional boundaries. Exercise related expenses may include, but are not limited to:

- a. Exercise conduct, design, development and evaluation
- b. Hiring full or part-time staff, contractors or consultants
- c. Travel
- d. Supplies

5. Equipment

In accordance with 44 CFR 13.32 allowable equipment categories for the FY 2018 EMPG program are listed on the web based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory, regulatory and/or FEMA adopted standards to be eligible for purchase using these funds. Additionally, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Equipment expenses may come from the following AEL categories:

- a. Information Technology (Category 4)
- b. Cyber-Security Enhancement Equipment (Category 5)

- c. Detection Equipment (Category 7)
- d. Power Equipment (Category 10)
- e. Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- f. Physical Security Enhancement Equipment (Category 14)
- g. Other Authorized Equipment (Category 21)

Unauthorized Expenditures:

- a. Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g. construction vehicles). The only vehicle costs that are reimbursable are fuel and/or mileage.
- b. Equipment that is purchased for permanent installation and/or use beyond the scope of exercise conduct (e.g. electronic messaging signs).
- c. Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.
- d. Expenditures for weapons and ammunition.
- e. Costs to support the hiring of sworn safety officers (sworn law enforcement officers).
- f. Activities unrelated to the completion and implementation of the EMPG.
- g. Other items not in accordance with the aforementioned authorized expenses.

Article 4. Sub-Grant Administration Requirements

1. Any tasking the Oklahoma Department of Emergency Management receives from the U.S. Department of Homeland Security, FEMA or any other federal agency that is Emergency Management related and requires the assistance of the Political Subdivision shall also be considered as part of the required tasking elements under the EMPG Sub-Grant.

2. If the Political Subdivision receives \$500,000 or more in Federal funds in Federal FY 2018, they are responsible for compliance with the provisions of the Single Audit Act amendments of 1996. The Political Subdivision shall submit a copy of their audit letter signed by the auditor for Federal FY 2018 to the Oklahoma Department of Emergency Management.
3. **The FY 2018 EMPG Sub-Grant is a performance based grant.** In an effort to ensure EMPG requirements compliance, each Political Subdivision's performance shall be monitored. The Political Subdivision jurisdiction's Emergency Management will be visited a minimum of four (4) times each year by a Regional Coordinator or other representative of the Oklahoma Department of Emergency Management. The field visits shall be conducted at a mutually, agreed date, time and location during each quarter.
4. Each quarter the EMPG Political Subdivision will submit a minimum of one (1) progress report to the jurisdiction's assigned Oklahoma Department of Emergency Management Regional Coordinator. Submitted documentation shall be maintained by the Political Subdivision and the Department of Emergency Management for a minimum of three (3) years.

*** Please Note**

1st Quarter: October 1, 2017 – December 31, 2017

2nd Quarter: January 1, 2018 – March 31, 2018

3rd Quarter: April 1, 2018 – June 30, 2018

4th Quarter: July 1, 2018 – September 30, 2018

Article 5. Payment Terms

All payments will be contingent upon the Political Subdivision jurisdiction's payment requests and the Oklahoma Department of Emergency Regional Coordinator's review of required tasks.

Should the Political Subdivision found to be in keeping with the EMPG Sub-Grant performance requirements, the following shall occur:

1. Payment in the amount of 25% of the awarded FY 2018 EMPG Sub-Grant will be made by the Oklahoma Department of Emergency Management for the First Quarter, after January 15, 2018 following receipt of the fully executed agreement and receipt of the quarterly payment request letter from the jurisdiction along with documentation of the first quarter's tasks. The Oklahoma Department of Emergency Management Regional Coordinator will approve each payment.
2. Payment in the amount of 25% of the awarded FY 2018 EMPG Sub-Grant will be made for the Second Quarter after April 15, 2018 upon receipt of the quarterly request letter and when terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.
3. Payment in the amount of 25% of the awarded FY 2018 EMPG Sub-Grant will be made for the Third Quarter after July 15, 2018 upon receipt of the quarterly request letter and when terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.
4. Final payment in the amount of 25% of the awarded FY 2018 EMPG Sub-Grant will be made for the fourth quarter after October 15, 2018, upon receipt of the quarterly request letter and terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.

Article 6. Amendments

Any alterations or deviations to this agreement shall be executed only upon written agreement of both parties, and if there is a change to the agreement award for such alteration or deviation, it shall be noted.

Article 7. Waiver of Scope of Work Line Items

During the performance period of the Sub-Grant, only one (1) waiver relieving the jurisdiction from having to complete a basic scope of work line item (Article 1 Scope of Work 1-10) may be approved. In no case will a Sub-Grant recipient be permitted to request a waiver for the same scope of work line item in two consecutive years (Reference Article 8).

Article 8. Award Reduction

If the Political Subdivision fails to complete or adhere to the performance based Sub-Grant requirements, the award amount is subject to a reduction.

Article 9. Suspension of Sub-Grant/Debarment from Future Awards

If the Political Subdivision fails to complete the agreed scope of work they may be barred from participation in the sub-grant program for the following Federal Fiscal Year.

Article 10. Termination

This agreement may be cancelled by either party by providing 15 days' notice in writing to the other party.

Article 11. Audit Clause

In accepting this agreement, the Political Subdivision agrees to this audit clause which provides that books, records, documents, accounting procedures, practices, or any other items of the Political Subdivision relevant to the agreement are subject to examination by the Federal Emergency Management Agency, the Oklahoma Department of Emergency Management, the State of Oklahoma and the State Auditor and Inspector.

Article 12. Non-Collusion

In accepting this agreement, the Political Subdivision acknowledges that they have not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.

Article 13. National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environment Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

Recipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. The Screening Form is available at:

(www.fema.gov/doc/government/grant/bulletins/infor329_final_screening_memo.doc). For these

types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Oklahoma Department of Emergency Management. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

Article 14. Trafficking in Persons

A. Provisions applicable to a recipient.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in sever forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect;
or
 - c. Use forced labor in the performance of the award or subawards under the award.
2. We, as the State awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term;
or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either;
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide

Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the State awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR part 3000.

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act 2000 (TVPA), as amended (22 U.S.C. 7104(g), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provisions, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity" means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
4. "Severe forms of trafficking in person," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Article 15. General Provisions

1. All work shall be completed in a professional manner and in compliance with all applicable laws.
2. To the extent required by law, individuals duly licensed and authorized by law to do so shall perform all work.
3. The Political Subdivision warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Political Subdivision or its employees or agents.
4. The Political Subdivision agrees that neither it nor its employees or agents are covered under insurance paid for by the State of Oklahoma, and are not authorized to obligate the State of Oklahoma, its employees or agents.
5. The Oklahoma Department of Emergency Management shall provide to the Political Subdivision technical assistance in fulfilling this contractual agreement to the extent resources are available.
6. The Standard Assurances for Federal Funds submitted by the Political Subdivision, as part of their application package, are hereby referenced and incorporated into this agreement.

FY 2018 Emergency Management Program Grant

Required Documentation

As proof of compliance with Federal regulations, the following documents must be submitted to the Oklahoma Department of Emergency Management.

Please read and/or complete the following provided documents:

1. FEMA Form 20-16, Summary Sheet for Assurances and Certifications
2. FEMA Form 20-16A, Assurances Non-Construction Programs
3. FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
4. Disclosure of Lobbying Activities

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FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

FOR
FY 2018

CA FOR (Name of Applicant)
CITY OF SHAWNEE, OKLAHOMA

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the application for Federal assistance.

An applicant must check each item that they are certifying to:

- | | | |
|----------|-------------------------------------|---|
| Part I | ☒ | FEMA Form 20-16A, Assurances - Non-construction Programs |
| Part II | ☒ | FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements |
| Part III | ☒ | SF LLL, Disclosure of Lobbying Activities (if applicable) |

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurance and certifications.

JUSTIN ERICKSON

Typed Name of Authorized
Representative

CITY MANAGER

Title

Signature of Authorized
Representative

Date

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FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Furthermore, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using your positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health

Service Act of 1912 (42 U.S.C. 290-d-3 and 290-ee-3), as relating to nondiscrimination on the basis of drug abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P/L/ 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance of the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals and other non-profit organizations.

FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s)) and that all subrecipients shall certify and disclose accordingly.

☒ Standard Form LLL, "Disclosure of Lobbying Activities" attached. (This form must be attached to certification if non-appropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgement rendered against the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

16 WEST 9th STREET
SHAWNEE, OK 74801

Check here ☐ if there are workplaces on file that are not identified here. Section 17.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

DISCLOSURE OF LOBBYING ACTIVITIES Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352			Approved by OMB 0348-0046
1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____	
4. Name and Address of Reporting Entity: Prime <u>STATE OF OKLAHOMA</u> Subawardee <u>CITY OF SHAWNEE</u> Tier, if known: <u>1</u> Congressional District, if known: <u>5</u>		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime <u>OKLAHOMA DEPT. OF EMERGENCY MGMT.</u> <u>P.O. BOX 53365, OKLAHOMA CITY, OK</u> <u>73152</u> Congressional District, if known: <u>5</u>	
6. Federal Department/Agency: <u>U.S. DEPARTMENT OF HOMELAND SECURITY</u> <u>FEDERAL EMERGENCY MANAGEMENT AGENCY</u>		7. Federal Program Name/Description: <u>EMERGENCY MANAGEMENT PERFORMANCE GRANT</u> CFDA Number, if applicable: <u>97.042</u>	
8. Federal Action Number, if known:		9. Award Amount, if known: <u>\$50,000</u>	
10a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI)</i> <u>NONE</u>		10b. Individuals Performing Services <i>(last name, first name, MI, and address if different from No. 10a)</i> <u>NONE</u>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: <u>JUSTIN ERZIKSON</u> Title: <u>CITY MANAGER</u> Telephone No: <u>405-978-1601</u> Date: _____	
Federal Use Only:			

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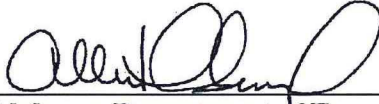
FY 2018 Emergency Management Program Grant

Signature Page

Approved by the Oklahoma Department of Emergency Management

this 13th day of October, 2017:

Name



Director, Oklahoma Department of Emergency Management

I certify the The City of Shawnee is budgeting \$50,000.00 (The aforementioned amount must be equal to or exceed the grant dollar amount you are receiving) to match this EMPG Sub-Grant of 50,000.00 dollars. The Political Subdivision matching dollars cannot be federal dollars, dollars from another grant or budgeted dollars used to match any other grant.

Approved by the Governing body of the The City of Shawnee, Oklahoma

this _____ day of _____, 2017:

Name

Chief Elected Official

Regular Board of Commissioners

1.f.

Meeting Date: 11/06/2017

Debris Removal

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to solicit proposals for Debris Removal and Debris Removal Monitoring Services for the period January 1 through June 30, 2018.

Attachments

Debris Removal Memo

City of Shawnee

Memorandum



To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager *D. L.*
From: Donald D. Lynch, Emergency Management Director
Date: November 1, 2017
Re: Request to Solicit Proposals for Debris Management Services

NATURE OF THE REQUEST:

I am writing to request approval for staff to solicit proposals for debris removal for City streets and rights of way and monitoring the debris removal operations.

STAFF ANALYSIS/ CONSIDERATIONS:

In May of 2014 we received approval on a Debris Management Plan we submitted to the Federal Emergency Management Agency. This approval authorizes the City of Shawnee to participate in the Public Assistance Pilot Program in a future disaster. By having this plan and being able to remove debris in an expeditious manner, the City will be entitled to an increased award amount on the debris removal costs.

In order to keep the plan current and ensure that we have the capability to remove debris in an expeditious manner, I am requesting your authorization for staff to solicit proposals for both debris removal and monitoring services.

The intent is to use the removal contract as necessary to augment force account labor (City workers) for the removal process. In order to be eligible for reimbursement for the debris work under a Presidential or State Disaster Declaration, we would need to have a process for the monitoring and reporting on the debris removal in accordance with FEMA eligibility guidelines for the work to be reimbursed.

Therefore, I am requesting authority to solicit proposals for both types of contract work (removal and monitoring).

Attached for your review are copies of the Notice to Proposers for both contracts.

CITY OF SHAWNEE OKLAHOMA
NOTICE TO POTENTIAL CONTRACTORS FOR EMERGENCY DEBRIS REMOVAL

Notice is hereby given that the City of Shawnee desires to receive proposals for the emergency removal of debris from City streets and rights of way. This is a contract for the period January 1, 2018 through June 30, 2018 and will only be used in case of a declared emergency by the City Manager.

Prospective proposal firms may obtain Proposal Documents in the Office of the City Clerk, City Hall Building, 16 W. 9th, Shawnee, Oklahoma 74801, and shall sign the Proposal Documents Receipt List.

The City Emergency Management Director may issue addenda as may be necessary in the best interest of the public and the City of Shawnee. Addenda may amend the date and/or time for receipt of proposals or any specification, item, document or requirement in the Proposal Documents.

Proposals will be received in the Office of the City Clerk, 16 W. 9th, Shawnee, Oklahoma 74801, by no later than 4:00 P.M. on Monday, December 4, 2017. All proposals received in a timely manner will be opened and reviewed by the City Emergency Management Director.

The City Emergency Management Director shall report on the proposals received to the City Commission and may request that:

1. The City Commission defer action to allow staff to review the proposals, or
2. The City Commission award a contract to the lowest and best proposal, or
3. The City Commission reject any or all proposals

The City reserves the right to waive immaterial defects and irregularities in proposal documents.

Proposals shall be based upon the Plans and Specifications and other documents as contained in the proposal packet. The proposing firm shall use the forms and affidavits provided in the Proposal Packet or photocopies thereof. All forms must be signed and all affidavits sworn to and notarized. All proposals shall be typewritten or legibly printed in ink. The proposing firm shall file the proposal in a sealed envelope bearing a legible notation thereon that it is a submission for the project proposed.

This project consists of the emergency removal and disposition of debris from City streets and rights of way in accordance with the City's Debris Management Plan. Proposals shall include all necessary permits, warranties and guarantees, and specification sheets of components proposed.

The Point of Contact for this project is the City Emergency Management Director who may be reached at telephone number 1-405-878-1678.

If the City Commission awards a contract, the successful proposal firm shall be sent a contract packet. The awarded firm shall deliver the executed Contract; the certificates of insurance; and the executed bonds within twenty (20) calendar days following the City's notification of its award of the Contract, unless that time is extended by the City Emergency Management Director.

Signed: Justin Erickson
City Manager
November 7, 2017

CITY OF SHAWNEE OKLAHOMA
NOTICE TO POTENTIAL CONTRACTORS FOR DEBRIS REMOVAL MONITORING

Notice is hereby given that the City of Shawnee desires to receive proposals for the monitoring of emergency debris removal from City streets and rights of way. This is a contract for the period January 1, 2018 through June 30, 2018 and will only be used in case of a declared emergency by the City Manager.

Prospective proposal firms may obtain Proposal Documents in the Office of the City Clerk, City Hall Building, 16 W. 9th, Shawnee, Oklahoma 74801, and shall sign the Proposal Documents Receipt List. The City Emergency Management Director may issue addenda as may be necessary in the best interest of the public and the City of Shawnee. Addenda may amend the date and/or time for receipt of proposals or any specification, item, document or requirement in the Proposal Documents.

Proposals will be received in the Office of the City Clerk, 16 W. 9th, Shawnee, Oklahoma 74801, by no later than 4:00 P.M. on Monday, December 4, 2017. All proposals received in a timely manner will be opened and reviewed by the City Emergency Management Director.

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This project consists of the monitoring of emergency removal and disposition of debris from City streets and rights of way in accordance with the City's Debris Management Plan. Proposals shall include all necessary permits, warranties and guarantees, and specification sheets of components proposed.

The Point of Contact for this project is the City Emergency Management Director who may be reached at telephone number 1-405-878-1678.

If the City Commission awards a contract, the successful proposal firm shall be sent a contract packet. The awarded firm shall deliver the executed Contract; the certificates of insurance; and the executed bonds within twenty (20) calendar days following the City's notification of its award of the Contract, unless that time is extended by the City Emergency Management Director.

Signed: Justin Erickson
City Manager
November 7, 2017

Regular Board of Commissioners

1.g.

Meeting Date: 11/06/2017

ODOT Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

ODOT Agreement

OKLAHOMA DEPARTMENT OF TRANSPORTATION AGREEMENT WITH MUNICIPALITY FOR LANDSCAPING

This agreement is entered into this _____ day of _____, 20____, between the Department of Transportation of the State of Oklahoma, hereinafter known as the DEPARTMENT, and the City of _____, Oklahoma, hereinafter known as the MUNICIPALITY:

WITNESSETH:

Whereas the MUNICIPALITY requests permission to construct landscaping on the highway right-of-way located at:

and the Department is willing to allow such landscaping. Now, therefore the parties do mutually agree as follows; to-wit:

The DEPARTMENT agrees to permit the MUNICIPALITY to construct said landscaping on the site located as described above, in accordance with the plans and specifications hereto attached and made a part hereof and as further provided herein.

THE MUNICIPALITY HEREBY AGREES:

1. That the terms and conditions of this agreement are binding upon its successors, grantees and tenants, and it will advise those parties of their obligations.
2. That all expenses associated with the construction and maintenance of the landscaping on the highway right-of-way shall be borne by the MUNICIPALITY.
3. That all construction will be in accordance with the plans hereby attached to the agreement.
4. That all maintenance (to include mowing, trimming, litter pick-up, and care and watering of all plant materials) will be in accordance with the initial five-year plan attached hereto and made a part hereof. After the initial five-year maintenance period, the MUNICIPALITY will retain an additional responsibility for perpetual vegetation management as follows: Vegetation maintenance including mowing and erosion control will be the responsibility of the MUNICIPALITY inside the designated planting areas. A minimum of four times per year the MUNICIPALITY will control erosion and undesirable vegetation around the base of the items in the designated planting area approved in this agreement. The MUNICIPALITY will also, a minimum of once per year, prune the approved vegetation in the designated planting area for esthetics and to allow MUNICIPALITY'S mowing equipment easy accessibility around the trees and shrubs approved by this agreement to prevent encroachment of such vegetation into the right-of-way outside of the designated planting areas. The MUNICIPALITY may perform such trimming more often at the MUNICIPALITY'S discretion. Vegetation maintenance and erosion control will be the responsibility of the DEPARTMENT outside the designated planting areas as required by applicable Transportation Commission Rules. If the MUNICIPALITY elects to remove the landscaping permitted by this agreement, the MUNICIPALITY will no longer be responsible for maintenance to the DEPARTMENT'S property once the Right-of-Way is restored to a condition acceptable to the DEPARTMENT.
5. Whereas the MUNICIPALITY is a political subdivision of the State of Oklahoma, the DEPARTMENT recognizes that the MUNICIPALITY is vested with the experience and responsibility to serve and protect the best interests of its citizens as a whole such that there will be no requirement to obtain concurrence from any adjacent property owners.
6. The MUNICIPALITY'S workers and equipment may ingress and egress the site from a municipal street whether or not said street is a continuation of a State or Federal Highway. The MUNICIPALITY is responsible for setting up and maintaining traffic control and/or warning signage or devices in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD). Where Federal Interstate Highway right-of-way is involved, such ingress and egress should not be from the Interstate mainline or ramps.
7. That upon completion of the landscaping, any fences or physical barriers, including a maintenance gate, required to control access onto the highway right-of-way will be placed by the MUNICIPALITY in accordance with the approved plan. Security of the maintenance gate shall be the sole responsibility of the MUNICIPALITY.
8. That adequate vegetation will be provided to prevent erosion. In the event that seasonal limitations delay the planting of said vegetation, appropriate temporary erosion control will be provided.
9. The Municipality will assume all liability for damage of any kind to any persons or property resulting from said landscaping and to defend, indemnify and save the DEPARTMENT harmless from any and all claims of any kind or nature for injury or damage resulting therefrom in accordance with the Governmental Tort Claims Act, Title 51 O.S. §151, et seq. In the event of damage to highway property or facilities resulting from the construction of said landscaping, the MUNICIPALITY agrees to repair such damage or reimburse the DEPARTMENT for such damage at the election of the DEPARTMENT.
10. That should it become necessary for the DEPARTMENT to make improvements to the roadway or the ditch to maintain proper drainage to the highway, the DEPARTMENT shall not be held responsible for any damage to the vegetation or other landscaping thereon and reserves the right to require the MUNICIPALITY to alter the design of the landscaping or remove it completely, if necessary.
11. That public utilities can occupy the highway right-of-way, and the DEPARTMENT shall not be held responsible for damage to the vegetation or other landscaping during the installation or maintenance of these utility facilities. It is the City's responsibility to verify the location of existing utilities and to obtain their consent for the proposed landscaping.

12. That no trees will be permitted within 30 feet (or a greater distance, if clear zone requires) of the edge of the roadway surface or upon inslopes, ditches or within the first 5 feet up the backslope, and all vegetation will be trimmed or removed, if necessary, to provide an adequate sight distance triangle at all intersections.
13. "Sponsorship" signs within the landscaping may not list the names of business, nor private non-public entities, clubs or other organizations.

If the landscape project involves reconfiguration or replacement of a limited access fence, then the MUNICIPALITY hereby further agrees:

14. To install the fence, pursuant to the attached specifications and shop drawings that have been pre-approved by the DEPARTMENT, on private property near the Right-of-Way (R/W) line. After MUNICIPALITY's installation of the fence is inspected and approved by the DEPARTMENT, the MUNICIPALITY shall remove the DEPARTMENT'S existing "Limits of No Access" fence along the R/W line and dispose of all fencing materials in an appropriate manner.
15. The MUNICIPALITY will fill post holes and repair any damage caused by the fence replacement operation. The MUNICIPALITY will set corner/stretcher posts as needed to secure the adjacent fencing on either end of the project work area.
16. The MUNICIPALITY will ingress and egress the highway R/W during construction of the project only when necessary and only from the MUNICIPALITY'S property. Any gates required to access the project area will be secured during times when no work is being conducted on the project and will be permanently secured at the completion of the project. The MUNICIPALITY'S equipment shall not ingress and egress the project work area from the driving lanes of the highway, except in areas that physical barriers prohibit such ingress and egress from the adjoining property.
17. The MUNICIPALITY shall place appropriate "Road Work" warning signs on the highway when equipment or personnel are within (30) feet of the edge of the paved shoulder, including when entering and exiting the project site.
18. The MUNICIPALITY shall be solely responsible to maintain the new fence, in accordance with this agreement. Should the MUNICIPALITY refuse or neglect to make repairs to the fence in a timely manner, the DEPARTMENT reserves the right to place standard "Limits of No Access" fencing at locations of breeches in said fence to maintain the "Limits of No Access". Any material later removed and replaced at such locations by the MUNICIPALITY shall be returned to the DEPARTMENT.
19. The DEPARTMENT reserves the right to replace the "Limits of No Access" fence on the R/W line to insure that the original design and function of the fence is maintained if the MUNICIPALITY'S fence fails for any reason and is not repaired or replaced to the DEPARTMENT'S satisfaction. At such time the DEPARTMENT will void and discontinue this agreement.

DEPARTMENT OF TRANSPORTATION

CITY OF _____

Field Division Engineer

MAYOR

Roadway Design Division Engineer

Attested By: City Clerk

State Maintenance Engineer

Approved as to Form and Legality:

Municipal Attorney

Director of Operations



I-40 OFF RAMP

GATEWAY SIGN
LOCATION

KICKAPOO ST

INTERSTATE PARKWAY

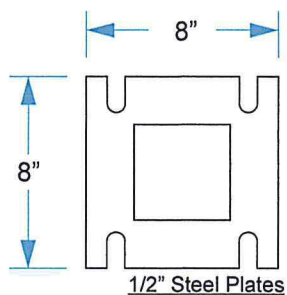


GATEWAY ENTRY SIGN I-40 & KICKAPOO		ENGINEERING DEPT. 222 BROADWAY SHAWNEE, OKLAHOMA	
		DRAWN BY: _____ CHECKED BY: _____	
ENGINEER _____		PROJECT NO. _____	
DATE 10/2/17		SHEET NO. 01	
SCALE 1"=20'		PROJECT NO. COS-PW-16-05	



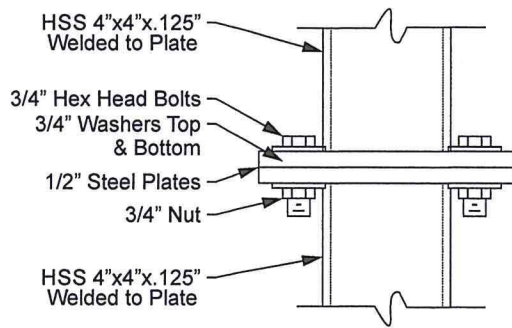
1 Elevation View

Scale: 1/2" = 1' - 0"



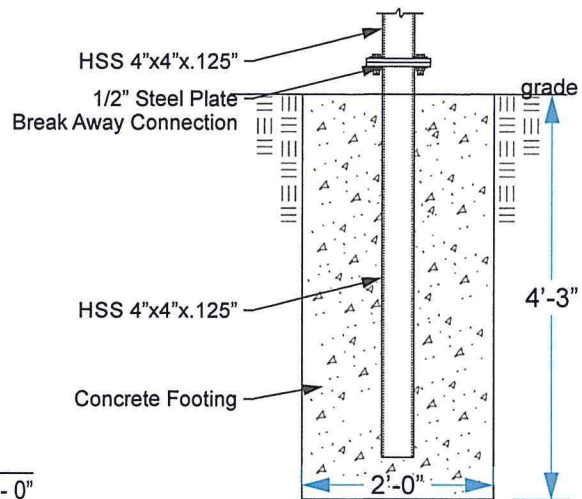
P1 Plate Detail

Scale: 1 1/2" = 1' - 0"



P2 Plate Detail

Scale: 1 1/2" = 1' - 0"



M1 Footing Detail

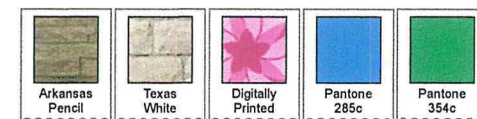
Scale: 1/2" = 1' - 0"

Manufacture and Install Stone Monument Sign with Aluminum Logo

3 (THREE) Single Sided Signs

- A Square Tube Frame Structure with Aluminum Sheeting and Rock Cladding.
- B .080" Aluminum Flat Cut Out Letters and Logo with Painted and Digitally Printed Graphic Finishes. Letters to be Stood Off From Stone.
- B Concrete Footing with Breakaway Plate Attachments,

Project Colors:



Installation:

Install Concrete Footings and Steel Stubs with Plates
Install Sign with Bolt Plate Connection

Electrical:

NO ELECTRICAL

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



RANDY'S SIGNS INC.
34305 WACO RD.
SHAWNEE, OK 74801
405.273.2564
RANDYSIGNS.COM

©Randy's Signs Inc. This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of Randy's Signs Inc. Permission to copy or revise this drawing can only be obtained through a written agreement with Randy's Signs Inc. See your account representative or contact your nearest office.

Account Executive:
Jeff Burchell
Designer:
Jeff Burchell
Date:
6-21-2017

Rev. / Date / Designer
Design Approvals
Client:
Account Executive:

Client Name & Address:
City of Shawnee Oklahoma
Wayfinding Project

Job Number:

110419

Sheet:

1.0

Regular Board of Commissioners

1.h.

Meeting Date: 11/06/2017

Budget Amd

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Fund 301 Capital

To amend budget for insurance money for the damage to the grandstands due to storm

Attachments

Budget Amd Fund 301

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

Regular Board of Commissioners

1.i.

Meeting Date: 11/06/2017

Lake Leases

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 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

Attachments

Dei Gratia Lake Lease Lot 14

Dei Gratia Lake Lease Lot 15

Community
Development
Department



222 N. Broadway
Shawnee, OK
(405) 878-1616

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

Date	10/25/2017	License No. #031904
Type	☐ Renewal ☒ Transfer (<i>FAMILY</i>)	
Commission Meeting Date	November 6 th , 2017	
Property Address	16405 HART ROAD	
Lake Site Location	LOT 14 HART TRACT	
Lease Dates	11/06/2017 – 11/06/2047	
Lease Fee (changes annually)	\$689.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	DEI GRATIA, LLC	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	ROBERT & JANET LINDLEY	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☐ Conventional ☒ Aerobic	
Last Inspected/Pumped	03/19/2017	
Misc. Comments	 Total Charges Paid: \$689.00	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 031904**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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

DEI GRATIA, LLC
of 13500 SKYVIEW ROAD EDMOND OK 73013 ,

of ,
PARTY OF THE SECOND PART.

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

**16405 HART RD
LOT 14 HART TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

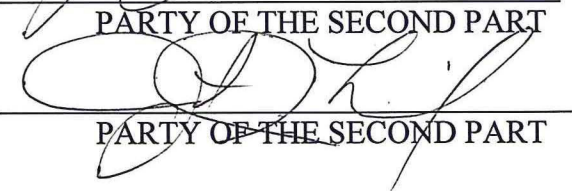
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART

Community
Development
Department



222 N. Broadway
Shawnee, OK
(405) 878-1616

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

Date	10/25/2017	License No. #031905
Type	☐ Renewal ☒ Transfer (FAMILY)	
Commission Meeting Date	November 6 th , 2017	
Property Address	16409 HART ROAD	
Lake Site Location	LOT 15 HART TRACT	
Lease Dates	11/06/2017 – 11/06/2047	
Lease Fee (changes annually)	\$689.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	DEI GRATIA, LLC	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	ROBERT & JANET LINDLEY	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☐ Conventional ☐ Aerobic	
Last Inspected/Pumped	SHARES WITH LOT 14	
Misc. Comments	 Total Charges Paid: \$689.00	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 031905**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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DEI GRATIA, LLC
of 13500 SKYVIEW ROAD EDMOND OK 73013,

of,
PARTY OF THE SECOND PART.

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

**16409 HART RD
LOT 15 HART TRACT**

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

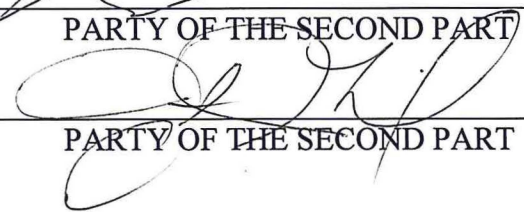
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART

Regular Board of Commissioners

3.

Meeting Date: 11/06/2017

K Moody OMRF

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

No file(s) attached.

Regular Board of Commissioners

4.

Meeting Date: 11/06/2017

CC 2018 Schedule

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible approval of the City Commission and Related Authorities Amended Schedule of Regular Meetings for 2018.

Attachments

CC 2018 Schedule

2018 CALENDAR YEAR
AMENDED SCHEDULE OF REGULAR MEETINGS
CITY COMMISSION & RELATED AUTHORITIES

DATE		TIME	PLACE OF
MEETING			
1/16/2018	Tuesday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th , Shawnee, OK
2/05/2018	Monday	"	"
2/20/2018	Tuesday	"	"
3/05/2018	Monday	"	"
3/19/2018	"	"	"
4/02/2018	"	"	"
4/16/2018	"	"	"
5/07/2018	"	"	"
5/21/2018	"	"	"
6/04/2018	"	"	"
6/18/2018	"	"	"
7/02/2018	"	"	"
7/16/2018	"	"	"
8/06/2018	"	"	"
8/20/2018	"	"	"
9/04/2018	Tuesday	"	"
9/17/2018	Monday	"	"
10/01/2018	"	"	"
10/15/2018	"	"	"
11/05/2018	"	"	"
11/19/2018	"	"	"
12/03/2018	"	"	"
12/17/2018	"	"	"

NAME: PHYLLIS LOFTIS, CMC

TITLE: City Clerk

ADDRESS: P. O. Box 1448

Shawnee, OK 74802-1448

TELEPHONE: (405) 878-1604

Filed in the office of the Municipal Clerk at _____ a.m./p.m. on _____, 2017.

Signed: _____
Clerk/Deputy Clerk

Regular Board of Commissioners

5.

Meeting Date: 11/06/2017

Auction Reso

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution to declare certain items surplus property and authorizing the sale of said items at auction or disposal at the City's discretion.

Attachments

Auction Reso

Auction Ex A

RESOLUTION NO. _____

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 OR DISPOSAL AT THE CITY'S DISCRETION.

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

That the items of personal property are described as set out in attached Exhibit "A".

Said property is hereby declared City owned items which are surplus items no longer needed for City purposes; that the City of Shawnee is authorized to sell said items to the public by auction. If any items do not sell at the auction, said items may be disposed at the City's discretion.

Adopted this 6th day of November, 2017.

ATTEST:

Richard Finley, Mayor

(Seal)

Phyllis Loftis, CMC, City Clerk

2017 AUCTION

EXHIBIT A

ASSET NUMBER	YEAR	QUANTITY	MAKE / DESCRIPTION	Model #	VIN/SERIAL NUMBER
1726	1996		CHEVROLET	ASTRO VAN	1GNDM19W5TB119889
1475	1990		FORD BACKHOE	655C	A410180
2691			JD RIDING MOWER	335	M00335A086631
3310			PRESSURE WASHER	GRAINGER	GC-5004-1MGH
1716	2001		CHEVROLET	1/2 TON PICK UP	1GCEC14W21Z275027
1943	1998		CHEVROLET	1/2 TON PICK UP	1GCEC14W6WZ160115
2111	1997		FORD	1/2 TON PICK UP	1FTDF1721VKD59298
2386	1995		FORD	PICK UP	1FTEF14HXSLB77912
2900	1989		FORD	1 TON PICK UP	1FDKF38C9KKB37001
2917	2001		FORD	CROWN VICTORIA	2FAFP71W11X147258
3529	2006		DODGE	DURANGO	1D4HD38NX6F155043
3916	1992		DAIHATSU	HIJET	JDA0005800308531
4223	2004		LESO	1/2 TON BOX TRUCK	C53400195
N/A	1979		FORD F600 CAB/CHASSIS	F600	F60CVD60804
3352	1988		1988 FORKLIFT	FORKLIFT 4000LBS	2329397KP296
COATS TIRE CHANGER			COATS RIM CLAMP TIRE CHANGER	5065AX	705108936
716			COATS WHEEL BALANCER	1001	892017435
2255	2000		PANASONIC VIDEO PROJECTOR	PT-L711U	SL0540019
2491			THERMAL IMAGING CAMERA	VISION 3	91001011594
2599			CONSOLE COMPUTER HP VECTRA	GOLD ELITE CRT	US00705841
2665	2005		NORTEL 100 MG SWITCH	SWITCH	NA
3362			ZERO TURN KUBOTA MOWER	ZD28F	63863
3484			OCE TDS 100 LARGE FORMAT COPIER	TDS100	111004816

ASSET NUMBER	YEAR	QUANTITY	MAKE / DESCRIPTION	Model #	VIN/SERIAL NUMBER
3381	2006		NEPTUNE MICROFLEX HANDHELD	ES04789	CYX003448
		2	BACK HOE CYLINDER		
			THROTTLE BODY PLATES		
			WINCH		
			FAN		
			AIR TANK		
			4 FT METAL TOOL BOX		
			GEAR BOX		
			1" AIR IMPACT DRIVER		
			WATER PUMP		
			1" HOSE		
			CATALYTIC CONVERTOR		
		2	TIRE RIMS		
			AIR CLEANER BOX		
			CHAIR		
			HANDICAP BAR		
		2	HUBCAPS		
			MISC CAR PARTS		
			OVERHEAD EXT CORD		
			WELDING CART		
			AIR HOSE		
		2	JACK STAND		
			LIGHT CORD		
			MISC BELTS & HOSES		
			3/4 DRIVE IMPACT		
			BULLETIN BOARD		
			CT SCAN TOOL		
			VACUUM PUMP		
			BEDLINER SPRAY		
			BATTERY CHARGER		

ASSET NUMBER	YEAR	QUANTITY	MAKE / DESCRIPTION	Model #	VIN/SERIAL NUMBER
		2	COMPUTER SPEAKERS		
			WEATHER RADIO		
			WATER TANK		
			TRANSFER SWITCH		
		2	WHEELS		
			TRANSMISSION		
			HYDRAULIC JACK		
			EMERGENCY LIGHT		
			TRUCK BED COVER		
			SEAT PARTS		
			REAR END PARTS		
		3	A/C COMPRESSOR		
			SPIDER ARM MOWER		
			JACK		
			5 FT OFFICE TABLE		
			CHAMPION AIR COMPRESSOR		R3031302
			GAS ENGINE		
			PUMP PARTS		
			RAY CORE DEISEL FILTER		
			AIR COMPRESSOR		
	2011		IPAD1, 16 GB	IPAD1	HW1024RKA90
	2011		IPAD1, 16 GB	IPAD1	GB039T8RA90
	2011		IPAD1, 16 GB	IPAD1	V5039T84A90
	2011		IPAD1, 16 GB	IPAD1	HW1022SSA90
	2011		IPAD1, 16 GB	IPAD1	GB051X6DA90
	2007		DELL	OPTIPLEX 960	D105BK1
	2007		DELL	OPTIPLEX 960	F105BK1
	2007		DELL	OPTIPLEX 980	CXXHLM1
	2007		DELL	OPTIPLEX 980	CXWGLM1
	2007		DELL	OPTIPLEX 980	CXZGLM1
	2007		DELL	OPTIPLEX 960	G105BK1
	2007		DELL	OPTIPLEX 745	5QFF2D1

ASSET NUMBER	YEAR	QUANTITY	MAKE / DESCRIPTION	Model #	VIN/SERIAL NUMBER
	2007		DELL	OPTOPLEX 755	19W2LF1
	2007		DELL	OPTOPLEX 755	1J7FNG1
	2007		DELL	OPTOPLEX 755	DV90XF1
	2007		DELL	OPTOPLEX 755	1H7FNG1
	2007		DELL	OPTOPLEX 755	8WOPXF1
	2007		DELL	OPTOPLEX 755	3FYRXHI
	2009		HP LJ PRINTER	3380	CNGJ834012
	2004		LEXMARK PRINTER	XS02N	5831N08
	2007		DELL	OPTIPLEX 360	66QRNK1
	2005		HP SCAN JET	4670	CN57WD1131
	2005		HP LJ PRINTER	4050	USBD021889
	2009		DELL	3100CN	8U86D41
	2009		DELL	3000CN	28B1RJ1
	2006		BELKIN SWITCH	N/A	24 PORT SWITCH
	2008	4	MONITORS - 17"	N/A	N/A
	2007		HP LJ PRINTER	2055	CNB9040312
	2007		LEXMARK PRINTER	C792DE	506201940080R
	2001		GATEWAY SERVER	N/A	22572851
	2006		DELL SERVER	POWEREDGE 2900	DF06HF1
			KEYBOARDS & MICE		
	2007		RICOH AFICIO PRINTER	C240SF	T222P401512
	2007		RICOH AFICIO PRINTER	C242SF	T222P401268
	2008		LEXMARK PRINTER	CX410DE	7527309465CN6
	2007		LEXMARK PRINTER	X502N	583311N
	2007		LEXMARK PRINTER	X502N	5831MMY
3439	2004		DELL SERVER	POWEREDGE 1800	37JT361
	2008		DELL SERVER	POWEREDGE 2900	5GFVGH1
	2008		DELL PC	OPTIPLEX 745	D1JxFD1
	2008		DELL PC	OPTIPLEX 755	78W2LF1
	2008		DELL PC	OPTIPLEX 745	58J5XB1
3100	2002		DELL SERVER	PRECISION GX240	6STFJ11
3152	2003		DELL SERVER	PRECISION GX270	6FDMW21
	2009		DELL PRINTER	D2330DN	BL63SG1

ASSET NUMBER	YEAR	QUANTITY	MAKE / DESCRIPTION	Model #	VIN/SERIAL NUMBER
	2008		LEXMARK PRINTER	X502N	5833100
	2010		HP DESKJET	940C	C6431A
	2009		HP DESKJET	CM1010 MFP	CNCY6D30LH
	2008		LEXMARK PRINTER	C500	5814756
	2008		LEXMARK PRINTER	544X	94F5NTV
	2010		CANON SCANNER	DR3080C	M11037
	2009		HP DESKJET	Q7817A	CNJ2R12055
	2008		LEXMARK PRINTER	544X	94F1C45
	2006		HP DESKJET	3380MFP	CNGJ834012
	2008	11	MONITORS	VARIOUS DELL	
	2006	10	MONITORS	VARIOUS DELL	
	2006		DELL PC	OPTIPLEX GX620	CV58DB1
3109	2001	1	BROTHER LJ PRINTER	HL1440	U60066G1J193756
	2008	1	HP SCANNER	C8510A	3902A877
	2012		APC UPS	3000 RM2U	S1234002052
	2012		APC UPS	3000 RM2UJ	S1234002050
	2007		APC UPS	SURTA3000XL	JS0810007255
	2006	3	DELL PC	OPTIPLEX GX620	VARIOUS
	2005	13	DELL PC	OPTIPLEX GX520	VARIOUS
	2007	10	DELL PC	OPTIPLEX 745	VARIOUS
3104	2006		HP SERVER		VARIOUS
	2008		HP SERVER		
3214	2006		HP SERVER		
	2006		HP SERVER	LC2000 P3	US11439607
	2008		DELL PC	OPTIPLEX 755	238J9Gz
	2008		DELL PC	Precision M20	86TRT91
	2008		DELL PC	Latitude E6420	JRHC2Q1
2680	2004		HP PC	Pavilion N5170	TX03901598
3281	2004		DELL PC	Precision 360	74GyX41
	2010		DELL PC	OPTIPLEX 990	D6HXPS1
	2008		DELL PC	OPTIPLEX 745	GBT5YD1
	2010		DELL PC	OPTIPLEX 980	CXWFLM1
	2008		DELL PC	OPTIPLEX745	5S86RC1

ASSET NUMBER	YEAR	QUANTITY	MAKE / DESCRIPTION	Model #	VIN/SERIAL NUMBER
	2008		DELL PC	OPTIPLEX 745	B1JF4D1
	2008		DELL PC	OPTIPLEX 755	G28J9G1
	2010		DELL PC	OPTIPLEX 980	CXVHLM1
	2010		DELL PC	OPTIPLEX 960	H105BK1
	2008		DELL PC	OPTIPLEX 755	838J9G1
	2008		DELL PC	OPTIPLEX 755	4W0PXF1
	2008		DELL PC	OPTIPLEX 755	GG7FNG1
	2008		DELL PC	PRECISION T3500	HSKMBK1
	2007		DELL PC	PRECISION 390	2CMJ5D1
	2010		DELL PC	OPTIPLEX 990	D6H3QS1
	2008		DELL PC	OPTIPLEX 760	1NH5VH1
	2008		DELL PC	OPTIPLEX 755	6FYRXH1
	2008		DELL PC	OPTIPLEX 755	3G7FNG1
	2008		DELL PC	OPTIPLEX 755	6G7FNG1
	2008		DELL PC	OPTIPLEX 755	GH7FNG1
	2013		DELL PC	LATITUDE E6430	9555ZW1
	2013		DELL PC	LATITUDE E6400	8SP1BK1
	2008		DELL PC	PRECISION M4400	86L5GH1
	2008		DELL PC	PRECISION M20	5N75X81
	2009		DELL PC	PRECISION M6400	H97DLJ1
	2008		DELL PC	OPTIPLEX 755	438J9G1
	2008		DELL PC	OPTIPLEX 745	BBT5YD1
	2008		DELL PC	OPTIPLEX 745	32V1XB1
	2008		DELL PC	OPTIPLEX 755	3FYRXH1
	2008		DELL PC	OPTIPLEX 745	32MXGC1
	2008		DELL PC	OPTIPLEX 745	4RFF201
	2008		DELL PC	OPTIPLEX 745	CS86RC1
	2006		DELL PC	OPTIPLEX GX620	8T58DB1
	2008		DELL PC	OPTIPLEX 745	1CT5YD1
	2008		DELL PC	OPTIPLEX 745	1714WC1
	2008		DELL PC	OPTIPLEX 745	3T86RC1
	2009		DELL PC	OPTIPLEX 760	HMH5VH1
	2009		DELL PC	OPTIPLEX 760	DMH5VH1

ASSET NUMBER	YEAR	QUANTITY	MAKE / DESCRIPTION	Model #	VIN/SERIAL NUMBER
	2007		DELL PC	OPTIPLEX 745	7614WC1
	2007		DELL PC	OPTIPLEX 745	GQ86RC1
	2009		DELL PC	OPTIPLEX 760	FMH5VH1
	2008		DELL PC	OPTIPLEX 755	J28J9G1
	2008		DELL PC	OPTIPLEX 755	8G7FNG1
	2008		DELL PC	OPTIPLEX 755	CG7FNG1
	2008		DELL PC	OPTIPLEX 755	GF7NG1
	2009		DELL PC	OPTIPLEX 760	JMH5VH1
	2008		DELL PC	OPTIPLEX 755	H8W2LF1
	2008		DELL PC	OPTIPLEX 755	638J9G1
	2008		DELL PC	OPTIPLEX 745	500WPC1
	2008		DELL PC	OPTIPLEX 745	G1JF4D1
	2008		DELL PC	OPTIPLEX 755	9H7FNG1
	2011		PANASONIC	TOUGHBOOK CF29	xxKSA59929
	2011		PANASONIC	TOUGHBOOK CF30	8FKYA53857
	2011		PANASONIC	TOUGHBOOK CF19	7DKYA36196R
	2011		PANASONIC	TOUGHBOOK CF18	61KYA48290
3166	2008		GATEWAY LAPTOP	450SX4	27905537
3120	2008		GATEWAY LAPTOP	450SX4	27905533
3133	2008		GATEWAY LAPTOP	450SX4	27905542
3143	2008		GATEWAY LAPTOP	450SX4	27905528
3136	2008		GATEWAY LAPTOP	450SX4	27905532
3119	2008		GATEWAY LAPTOP	450SX4	27905538
3236	2008		GATEWAY LAPTOP	450SX4	27905531
3145	2008		GATEWAY LAPTOP	450SX4	27905529
3144	2008		GATEWAY LAPTOP	450SX4	27905534
3132	2008		GATEWAY LAPTOP	450SX4	27905539
	2007		GATEWAY LAPTOP	450R0G	33262974
3135	2008		GATEWAY LAPTOP	450SX4	27905540
3137	2008		GATEWAY LAPTOP	450SX4	27905535
	2010		DELL PC	PRECISION T5500	7PXD5L1
	2009		DELL PC	PRECISION 650	6J2F141
	2004		DELL PC	INSPRION 5100	32V6441

ASSET NUMBER	YEAR	QUANTITY	MAKE / DESCRIPTION	Model #	VIN/SERIAL NUMBER
	2001		DELL PC	OPTIPLEX GX240	JL9H011
	2006		DELL PC	DR3080CII	DNJ3Q91
	2005		DELL PC	OPTIPLEX GX280	520X771
	2005		DELL PC	OPTIPLEX GX240	CQTFJ11
	2005		DELL PC	OPTIPLEX GX520	FMZW191
	2005		DELL PC	OPTIPLEX GX280	300X771
3106	2002		DELL PC	OPTIPLEX GX240	7CB9K11
3153	2002		DELL PC	OPTIPLEX GX240	GFDMW21
2298	2006		PERLE	ETHERNET SWITCH	
	2008		CANON SCANNER	DR3080CII	DF307084
2671	2005		NORTEL 100 MG SWITCH	SWITCH	N/A
3102	2005		NORTEL 100 MG SWITCH	SWITCH	N/A
	2005		NORTEL 100 MG SWITCH	SWITCH	N/A
	2005		NORTEL 100 MG SWITCH	SWITCH	N/A
	2004	5	BAYSTACK 405-24T	405-24T	N/A
	2005		HP SCANJET	4750C	N/A
	2008		LEXMARK PRINTER	X502	5831N08
	2009		LEXMARK PRINTER	C534DN	942G14V
	2011		LEXMARK PRINTER	X544	94F5430
	2011		LEXMARK PRINTER	X544	94FSH1V
	2010		DELL PRINTER	3100CN	8V86D41
	2010		DELL PRINTER	3000CN	28B1R71
2634	2000		HP LASER JET	4050	USBB103070
	2000		HP LASER JET	4050	USBD021889
	2007		LEXMARK PRINTER	X502	5831N07
	2008		HP LASER JET	P3005	CNJ1D83065
	2004		DELL PC	Optiplex 360	66QRNK1
	2010		LEXMARK PRINTER	X544	94F47R4
	2008		HP LASER JET	CLJ2605	N/A
	2006		HP LASER JET	CM2310, CC435A	CNB992K528
	2002		HP LASER JET	3200	CNFJ021616
	2010		LEXMARK PRINTER	X544	94F0PVM
	2008		PANASONIC	TOUGHBOOK CF30	7FKSA40378

ASSET NUMBER	YEAR	QUANTITY	MAKE / DESCRIPTION	Model #	VIN/SERIAL NUMBER
3280	2007		PANASONIC	TOUGHBOOK CF28	3EKYA20939
	2008		PANASONIC	TOUGHBOOKCF30	7EKSA33733
	2008		PANASONIC	TOUGHBOOK CF30	7HKYA62091
	2008		PANASONIC	TOUGHBOOK CF 30	7FKSA40385
	2008		PANASONIC	TOUGHBOOK CF30	8AKYA04856
	2008		PANASONIC	TOUGHBOOK CF30	7EKSA33607
	2007		PANASONIC	TOUGHBOOK CF28	3DKYA05858
	2008		PANASONIC	TOUGHBOOK CF30	7FKSA40382
	2006		PANASONIC	TOUGHBOOK CF28	3DYAA01099
	2005		PANASONIC	TOUGHBOOK CF28	3EKYA20863
	2006		PANASONIC	TOUGHBOOK CF28	3EKYA21046
	2008		PANASONIC	TOUGHBOOK CF28	7FKSA40371
	2012		APPLE	IPAD2	DN6FN2VSDFJ2
	2012		APPLE	IPAD2	DN6FNH98DFJ2
	2012		APPLE	IPAD2	DN6FP17YDFJ2
	2012		APPLE	IPAD2	DN6FNAPSDFJ2
	2012		APPLE	IPAD2	DN6FNH2ZDFJ2
			4 DRAWER METAL FILE CABINET		
		20	FIRE COMMUNICATION HEAD SETS		
		2	METAL DESK		
			RADIO DESK		
		4	RADIO TOWERS		
			IT RACK		
			METAL MOTOROLA CABINET		
			DELL COMPUTER	PRECISION 390	87RHWB1
			WOODEN BOOKCASE		
			QUARTET HALL SIGN		
			SCOTHLITE HEAT LAMP APPLICATOR		
			TARGET QUICKIE SAW		
			DELTA 10" TABLE SAW		

ASSET NUMBER	YEAR	QUANTITY	MAKE / DESCRIPTION	Model #	VIN/SERIAL NUMBER
			MISC WEED EATERS		
			MISC CHAIN SAWS		
			TIRES		
		2	WHEEL BARROWS		
			ROTOTILLER		
			AIR COMPRESSOR		
		18	METAL WALL PARTITIONS		
		10	WHITE PLASTIC CHAIRS		
		3	WHITE PLASTIC LOUNGE CHAIRS		
		5	METAL DESK		
		6	5 DRAWER FILING CABINETS		
		5	2 DRAWER FILING CABINETS		
		20	FOLDING TABLES		
		4	COMPUTER/MONITOR STANDS		
			BATHROOM CABINETS		
			CIGARETTE CANISTERS		
			PULSAR CHLORINATING SYSTEM		
			POOL VACUUM		
			CHAIR MATS		
			PUSH MOWER		
			HUSQVARNA 18" CHAINSAW	142	802132
			ECHO BACKPACK BLOWER	PB-413T	
		2	ECHO WEED TRIMMER	SRM-265T	
		2	SMITH PRO BACK PACK SPRAYER		
		2	CRAFTSMAN TOOL BOX		
			MISC SMALL OFFICE SUPPLIES		
			21" TROY BUILT PUSH MOWER	11A-B29Q711	1F17OKD1830
			MISC SMAILL WHEELS		
			STIHL HEDGER	HS-80	
			ECHO HEDGER	HG150	
			MOP BUCKET		
			MISC BELTS		

ASSET NUMBER	YEAR	QUANTITY	MAKE / DESCRIPTION	Model #	VIN/SERIAL NUMBER
		2	OFFICE CHAIRS		
			MISC DIVE EQUIP - BOOTS WETSUITS		
			ROUND TABLE		
			MISC VEHICLE PARTS		
			WIRE RACK		
			MISC SAFETY HARNESS & BELTS		
			LAUNDRY DETERGENT DISPENSER		
			PLASTIC BRIEFCASE		
			STAND UP SCALES		
		7	GAS CANS		
			MISC STEEL CABLE		
			HP DESK PRINTER		MYO2N1C1ZU
		5	SL40 FLASHLIGHTS/CHARGERS		
		2	SURVIVOR FLASHLIGHTS/CHARGERS		
		2	CHARGERS		
			FIRE EXTINGUISHER		
			MISC PIPES, FITTINGS, SCRAP		
			MISC HOSE		
			REEL MOTOR		
			HOSE ROLLER ASSEMBLY		
		2	VETTERS REGULATOR ASSEMBLY		
			WHIRLPOOL RANGE		
			DEWALT COMPRESSOR		
			SCOOP SHOVEL		
			PUSH BROOM		
			PRESSURIZED WATER EXTINGUISHER		
		2	PROPAK FOAM UNITS		
			HOSE EDGE ROLLER		
		4	GEAR BAGS		
			BAG OF ROPE		
			WERNER LADDER		
			HALLIGAN TOOL		

ASSET NUMBER	YEAR	QUANTITY	MAKE / DESCRIPTION	Model #	VIN/SERIAL NUMBER
			K12 SAW/BOX		
			FLOTO PUMP PARTS		
			MICROWAVE		
			POULAN CHAINSAW		
			THERMAL IMAGER		1501016052
			32" SONY FLATSCREEN		4727289
			SHARP FAX MACHINE	UXP115	47307439
			HP PRINTER	DESK JET 9800	MY6BD1Z016
			WEIGHT SCALE	OHAUS TRIPLE BEAM	
			MISC ELECTRICAL PARTS		
		3	FIRE HOSE		
			SPECTROPHOTOMETER	DR2010	99011
			WEIGHT SCALE	FISHER XA100	13191
			WEIGHT SCALE	AINSWORTH 21N	59682
			STERILIZER	STEROCLAVE 25X	
			DRYING OVEN	STABIL-THERM OV-12A	OV1-14627
			DANVOSS VLT AQUA DRIVE	131G1096	000214H120
			DANVOSS VLT AQUA DRIVE	131G1096	000212H299
			PRESSURE WASHER	MI-T-M 20 HP MOTOR	10221525
			GARDNER AIR COMPRESSOR	DENVER 30 GAL	ACBB9A9B
			SANITAIRE AIR DIFFUSERS		
			WASTE PUMP	ABS 3 HP AFP0841	M616124
			METAL SHELVES		
			JD MOWER	325	M00325B023918
			HUSQVARNA YTH	23V48	040814A003637
			SURVIVAIR SCBA		98-21 1433
			SURVIVAIR SCBA		
			MSA SCBA	401	
			THERMOLYNE INCUBATOR		22801941
			STEAM STERILIZER		
			THERMOLYNE MUFFLER FURNACE		115193

ASSET NUMBER	YEAR	QUANTITY	MAKE / DESCRIPTION	Model #	VIN/SERIAL NUMBER
			ALOE SCIENTIFIC SCALE		
			THERMOLYNE INCUBATOR		22801111
			PRECISION WATER BATH		66885
			DAYTON 1 TON WINCH		JM3041NX
			KONECRANE 1 TON WINCH		10066726
			FISHER SCIENTIFIC INCUBATOR	307	1000250
			REEBOK ATHLETIC COMPOSITE TOE SHOES-SIZE 10.5		
			JUSTIN STEEL TOE WORK BOOTS-SIZE 10D		
			ARIAT COMPOSITE TOE WORK BOOTS-SIZE 8.5	10011958	
			REEBOK ATHLETIC COMPOSITE TOE SHOES-SIZE 10 M	RB4620	
			TWISTED X STEEL TOE WORK SHOES-SIZE 8.5 W	MDMST01	
			TWISTED X STEEL TOE WORK SHOES-SIZE 8M WOMEN	WDMST01	
			MUCK BOOT STEEL TOE RAIN BOOTS-SIZE 8	20016	
			MUCK BOOT STEEL TOE RAIN BOOTS-SIZE 9	100016	
			WOODEN FRAME INGRAHAM CLOCK		
			NEPTUNE MICROFLEX HANDHELD	CE5320BWE	FW07794
			DAP TECHNOLOGIES DAPHASE CE5000 ETHERNET	02306907CBCE540E	EG7201
			DAP TECHNOLOGIES CORD	CSCE800-NA	2006607
			NEPTUNE MICROFLEX HANDHELD	CYX003440	ES04783
			DAP TECHNOLOGIES DAPBASE CE5000 ETHERNET	020306915CBCE540E	EG7245
			AC ADAPTER	36150-0002468	TRG36A1512E03
			NEPTUNE MICROFLEX HANDHELD		ES04782
			DAP TECHNOLOGIES DAPBASE CE5000 ETHERNET	02306915CBVE540E	EG7229
			DAP TECHNOLOGIES CORD	SCSE800-NA	2006607
			NEPTUNE MICROFLEX HANDHELD	CYX003466	ES04770
			DAP TECHNOLOGIES DAPBASE CE5000 ETHERNET	0230615CBCE540E	EG7247
			AC ADAPTER	36150-005546	TRG36A15 12E03
			DAP TECHNOLOGIES DAPBASE CE5000 ETHERNET	02321168CBCE540E	EG15258
			DAP TECHNOLOGES CORD	36150-0000158	TRG36A15
			NEPTUNE MICROFLEX HANDHELD	EYX003339	ES03486
			DAP TECHNOLOGIES DAPHASE CE5000 ETHERNET	01311811CBCE540V1	ET02044
			DAP TECHNOLOGIES CORD		TR36A-15 12A03

ASSET NUMBER	YEAR	QUANTITY	MAKE / DESCRIPTION	Model #	VIN/SERIAL NUMBER
			AC ADAPTER	30050-0075028	TR30RAM050
			AC ADAPTER	30050-0078395	TR30RAM050

Regular Board of Commissioners

6.

Meeting Date: 11/06/2017

S06-17 Chicken Express

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

S06-17 Chicken Express

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Amy Landry
FOR: Preliminary Plat for Chicken Express Addition
LOCATION: Near Intersection of N. Harrison St. and 45th St.
PROJECT# 171030 CASE# S06-17

PLANNING COMMISSION MEETING DATE: November 1st, 2017

PLANNING COMMISSION RECOMMENDATION: Approval w/ 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 the 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

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 4

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
MATTHEWS	X		X			
WALKER		X	X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)						ABSENT
KIENZLE						ABSENT
ROWELL			X			

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

City of Shawnee
Planning Department
222. N. Broadway
Shawnee, OK 74801
(405) 878-1616
Fax: (405) 878-1587
www.ShawneeOK.org



CASE # S06-17
PUBLIC HEARING DATE:
November 1, 2017
CITY COMMISSION DATE:
November 6, 2017

APPLICANT:
Amy Landry

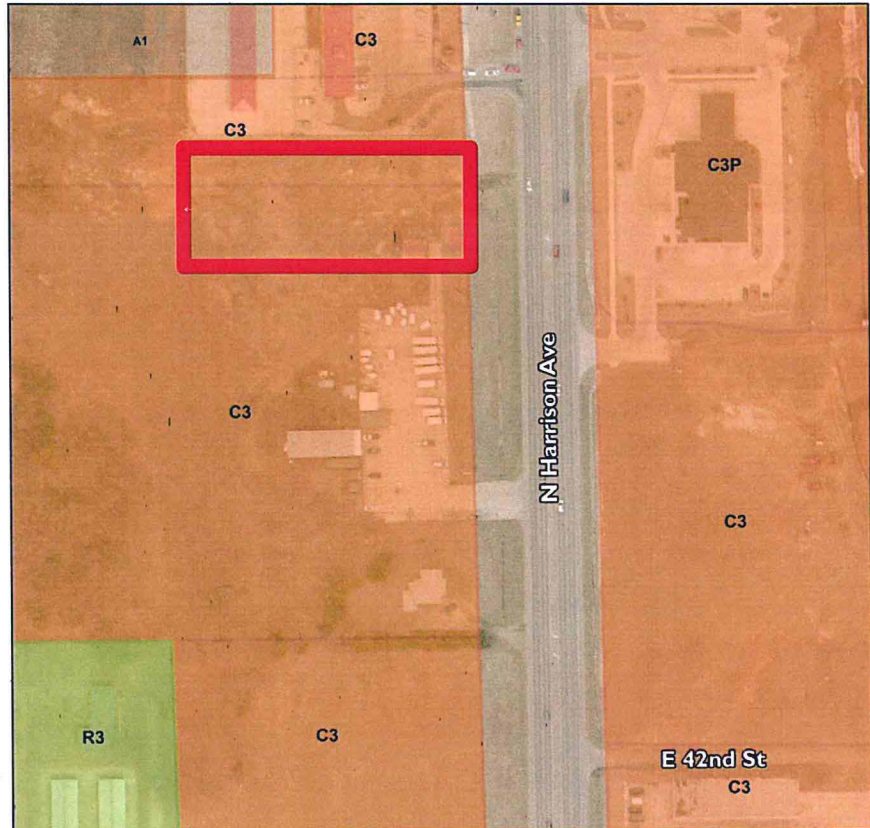
**3202 Avenue N
Galveston, TX 77550**

(817)-851-5414

PROPERTY ADDRESS/LOCATION:
Near Intersection of N. Harrison St. and 45th St.

SUMMARY OF REQUEST:

The applicant has requested preliminary plat approval for a tract of land located south of 45th Street on the west side of Harrison Avenue and is approximately 1.16 acres in size. The site is zoned C-3: Highway Commercial and the intent is to construct an eating establishment with a drive through.



EXISTING ZONING:
C3

EXISTING
LAND
USE:
Vacant

SURROUNDING ZONING & LAND USE:
C-3 (Highway Commercial)

Number of Lots:
1

PROPERTY SIZE:
1.16 ac.

STAFF REVIEW AND ANALYSIS

Staff has reviewed the Chicken Express Preliminary Plat (Exhibit 1) and find it in general conformance with the Shawnee Zoning Code, Subdivision Regulations, and Comprehensive Plan. Minor corrections will be necessary prior to final plat approval.

A 10" public sewer main exists approximately 175' west of the property, requiring extension of the public main to the property and the recording of a public easement on the adjacent property. The City's 8" public water main is on the east side of Harrison Ave. Storm water detention is shown on-site and will be required to maintain runoff based on pre-development calculations. As Harrison Ave. is a major arterial, a six (6') foot sidewalk shall be provided along the frontage.

Upon review, staff finds no major concerns during the preliminary platting stage. The technical aspects of the Preliminary Plat have been reviewed by the City Engineer and other appropriate staff.

Staff Recommends approval of the Chicken Express Preliminary Plat 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 the 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

APPROVE

APPROVE WITH CONDITIONS

DENY

ATTACHMENTS:
(CIRCLE)

SUBMITTED
PLANS

PUBLIC HEARING
PETITION/
APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

Attachments:

Exhibit 1: Chicken Express Preliminary Plat

EXHIBIT
1

CHICKEN EXPRESS ADDITION; A REPLAT OF THE WILLIAMS ADDITION LOT 1, BLOCK 1

DRAWING LEGEND	
---	PROPERTY LINE
---	ADJOINING PROPERTY LINE
---	PROP. EDGE OF PAVEMENT
---	CURB LINE
---	EASEMENT/RETRAIL LINES
---	EXIST. CONTOUR LINE
---	PROP. CONTOUR LINE
---	BREAKLINE/ROCK
---	SWALE
---	PROP. WATER LINE
---	PROP. SS LINE
---	PROP. CLEANOUT
---	SAN. SEWER
---	WATER LINE
---	DOMESTIC WATER
---	IRRIGATION

THESE DOCUMENTS
PREPARED BY ENGINEER
NOT A FINAL, SEPAED AND SEALED
ALLEN & SHAWNEE P.E.
LICENSE NO. 1011
DATE: OCTOBER 26, 2017

JAMES W.P. HOWARD
ARCHITECT N.C.A.S.B. A.L.A.
2416 STAGE COACH STREET
FORT WORTH, TEXAS 76133
(817) 377-3477

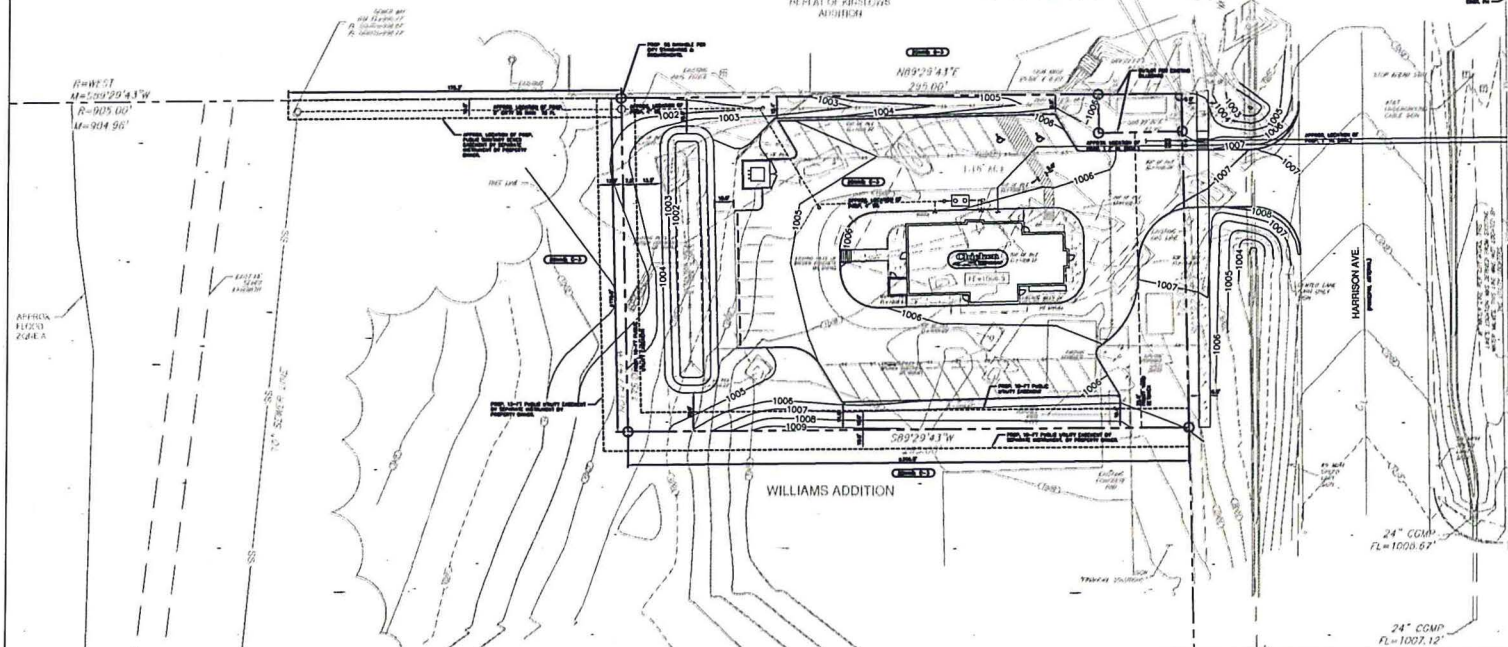
Chicken Express
NEAR INTERSECTION OF N. HARRISON ST. AND E. 45TH ST.
SHAWNEE, OKLAHOMA 74804

PROJECT:
DATE: 10-20-17
DRAWN BY: L.P.S.E.
CHECKED BY:
FILE:
REVISIONS

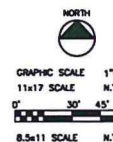
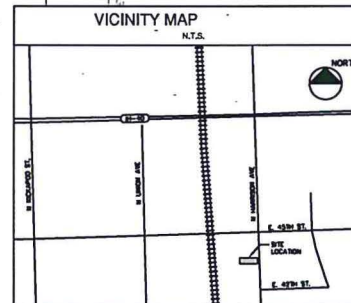
SHEET TITLE
PRELIMINARY
PLAT

SHEET

C-2.1



LEGAL DESCRIPTION:
BEING PART OF LOT TWO (2) IN THE WILLIAMS ADDITION IN THE CITY OF SHAWNEE, OKLAHOMA, BEING OTHERWISE DESCRIBED AS FOLLOWS: A PARCEL OF LAND LYING AND SITUATE IN THE NORTHEAST QUARTER (NE/4) OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS: COMMENCING AT A MAG NAIL BEING LOCATED AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIX (6); THENCE S01°27'40"E FOR A DISTANCE OF 812.75 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4); THENCE S89°29'43"W FOR A DISTANCE OF 33.13 FEET TO AN EXISTING 3/8" IRON PIN WITH A CAST-IRON CAP BEING LOCATED ON THE STATUTORY RIGHT OF WAY ALSO BEING THE POINT OF BEGINNING; THENCE S89°29'43"W FOR A DISTANCE OF 295.00 FEET; THENCE S01°27'40"E FOR A DISTANCE OF 175.00 FEET; THENCE N01°27'43"W FOR A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT A TRACT OF LAND COMMENCING AT A MAG NAIL BEING LOCATED AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION SIX (6) (NE/4) OF SECTION SIX (6); THENCE S01°27'40"E FOR A DISTANCE OF 812.75 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4); THENCE S89°29'43"W FOR A DISTANCE OF 33.13 FEET TO AN EXISTING 3/8" IRON PIN WITH A CAST-IRON CAP BEING LOCATED ON THE STATUTORY RIGHT OF WAY AND BEING THE POINT OF BEGINNING OF THIS TRACT; THENCE S89°29'43"W FOR A DISTANCE OF 43.69 FEET; THENCE S00°48'12"E FOR A DISTANCE OF 30.33 FEET; THENCE N00°39'30"E FOR A DISTANCE OF 43.62 FEET TO A POINT OF THE S.D. RIGHT OF WAY; THENCE N01°27'43"W FOR A DISTANCE OF 18.69 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT ALL INTEREST IN AND TO THE OIL, GAS AND MINERAL RIGHTS THEREIN AND THEREUNDER. THIS DEED HAS A BEARING OF BASIS OF S01°27'40"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) AND CONTAINS 1.18 ACRES MORE OR LESS. THIS DEED WAS PREPARED BY CHRIS D'AMICO (LS1945) ON AUGUST 23, 2017.



NOTE TO CONTRACTOR

CALL 811 AND ANY OTHER APPLICABLE UTILITY LOCATING SERVICES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY. LOBSINGER & POTTS STRUCTURAL ENGINEERING, INC. IS NOT RESPONSIBLE FOR KNOWING THE LOCATION OF ALL EXISTING UTILITIES OR DISPECTING EXACT LOCATIONS ON ALL DRAWINGS. THE LOCATION OF EXIST. UTILITIES ARE SHOWN AS APPROXIMATE ONLY. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES AS A RESULT OF FAILURE TO LOCATE AND PRESERVE EXIST. UTILITIES.

OWNER OF RECORD/SUBDIVIDER:

WILMA J. SMITH 2009 REVOCABLE TRUST
18 CEDAR CREEK DRIVE
SHAWNEE, OK 74804

SURVEYOR:

LANDES ENGINEERING LLC & ASSOCIATES
905 E. 35TH STREET
SHAWNEE, OK 74802
(405) 275-5388

PREPARED BY:

LPSE
Lobinger & Potts Structural Engineering, Inc.
1723 E. Southlake Blvd., Suite 200 Southlake, Texas 75082
817.551.5414 Fax 817.488.0937 Firm Reg. # 7290

BENCHMARK

1. BENCHMARK TOPMUT FH, LOCATED ON EAST SIDE OF HARRISON AVE.
ELEVATION= 1077.44', NGVD 85 DATA
SEE SURVEY.

PRELIMINARY PLAT APPLICATION



City of Shawnee Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only

Case Number: 506-17
Project Number: 171030
Date Filed: 10-2-2017
Amount Paid: \$227.00
Receipt No.: 02089640

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call 878-1616 with any questions.

APPLICANT Amy Landry

APPLICANT ADDRESS 3202 Avenue N, Galveston, TX 77550

APPLICANT PHONE NUMBERS 817-851-5414

EMAIL ADDRESS AMY@LPSE.NET

NAME OF PLAT CHICKEN EXPRESS

LOCATION Near intersection of N Harrison St. and 45th St.

NUMBER OF ACRES +/- 1.16 ac. NUMBER OF LOTS 1 Lot (REPLAT OF WILLIAMS ADDITION)

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00

PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 1 2.00

PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS 1 1.00

TOTAL COST \$227.00

FOR LESS THAN 2 ACRE LOTS:

FEE: \$225.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 1 2.00

PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS 1 1.00

TOTAL COST \$227.00

OWNER/DEVELOPER INFORMATION:

NAME PAUL POGUE 2009 TRUST, CONTACT: RICK BROWN

ADDRESS 316 BAILEY AVENUE, FORT WORTH, TX 76107

CONTACT NUMBERS 972-333-8115

EMAIL ADDRESS cerbrown@yahoo.com

PROJECT ENGINEER INFORMATION:

NAME Same as applicant, Amy Landry (above)

ADDRESS _____

CONTACT NUMBERS _____

EMAIL ADDRESS _____

APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

Regular Board of Commissioners

8.a.

Meeting Date: 11/06/2017

Bids - Santa Fe Museum Parking

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 (Open)

Attachments

Santa Fe Museum Parking Notice

Santa Fe Museum Parking Mailing List

Santa Fe Museum Parking Plan Holders

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. 33rdStreet South
Muskogee, Ok 74401**

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

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

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

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

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

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

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

Project Mailing list
COS-PW-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: DURINDAFISHERECOXINET.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