

AGENDA
BOARD OF CITY COMMISSIONERS
November 5, 2018 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids/request for proposals as set forth in Agenda Item No. 11.
 - b. Minutes from the October 15, 2018 regular meeting and October 19, 2018 special call meeting.
 - c. Acknowledge the following minutes:
 - Traffic Commission Minutes from June 26, 2018 meeting.
 - Shawnee Community Beautification Committee Minutes from September 20, 2018 meeting.
 - d. Traffic Commission Recommendations
 - Consideration of request by Carl Packwood for OG&E to put in a street light at the corner of 45th Street and Vision Boulevard.

BOARD RECOMMENDATION: Board recommends approval of request.
STAFF RECOMMENDATION: Staff recommends approval of request.
 - e. Acknowledge City of Shawnee Holiday Schedule for 2019.
 - f. Acknowledgement of sitting Municipal Judge Randall Wiley's accelerated resignation/retirement, effective on this day, November 5, 2018.
 - g. Acknowledge, ratify, and authorize staff to enter into Accelerated Resignation/Retirement Agreement by and between Randall Wiley and the City of Shawnee, Oklahoma.
 - h. Acknowledgment and receipt of the Mayor's appointment of Nicholas C. Atwood and Michael Warwick as the Acting Municipal Judges to serve in such capacity, effective immediately, and through November 30, 2018, and submitted to the Commission in writing in accordance with Article II, Chapter 12, Section 12-28 ["Acting Judge."] of the Shawnee Municipal Code.

- i. Acknowledgment and receipt of the Mayor's naming of Nicholas C. Atwood as the proposed appointee for the office of Municipal Judge, submitted to the Commission in writing at this next to last regularly scheduled meeting prior to the day upon which appointment is to take effect, and to be acted upon at the next regularly scheduled meeting, all in accordance with Article II, Chapter 12, Sections 12-25 ["Judges."] and 12-29 ["Vacancies in office of judge."] of the Shawnee Municipal Code.
- j. Authorize staff to execute an equipment services agreement with Motorola Solutions.
- k. Acknowledge Oklahoma Municipal Retirement Fund Retirement for John Krywicki.
- l. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Robin Riddle.
- m. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Teresa Story.
- n. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Stephen Nolen.
- o. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Craig Lee.
- p. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Randall Keith Ward.
- q. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Penny Kesler.
- r. Acknowledge Oklahoma Municipal Retirement Fund Retirement for Fred Treiber.
- s. Acceptance of public improvement, i.e. sanitary sewer line for First United Bank Addition, placing maintenance bonds into effect, authorizing obtainment of signatures and recording of final plat.
- t. Lake Lease Transfers:

TRANSFERS:

Lot 3A Johnston Tract, 16804 Magnino Road

From: Ronald Hughes

To: Lanny & Deana Lewis

Lot 8 Green Tract, 32001 Hornbeck Road

From: Patricia Hill & Dianna Jones

To: Dianna Jones

Lot 8 Roewe Tract, 32303 Hornbeck Road

From: Terri Johnson & Michael Johnson

To: Terri Johnson & Troy Sutherland

Lot 6 Belcher Tract, 15411 Nickens Road

From: Carol Hopkins & Jacob Bamborough

To: Carol Hopkins

- 2. Presentation by Animal Control to present the Pet of the Week.

3. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
4. Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Steve Nelms.
5. Discussion, consideration, and possible approval of a resolution of the Mayor and the City Commission that establishes and provides for compensation of Acting Municipal Judge Nicholas C. Atwood pursuant to Article II, Chapter 12, Section 12-28 of the Shawnee Municipal Code.
6. Consider a resolution to adopt a Complete Streets Policy.
7. Consider a resolution to adopt a Joint Use of Facilities Agreement with Shawnee Public School District I93 (Shawnee Public Schools).
8. Discussion, consideration, and possible approval of an ordinance amending Article IV of Chapter 15 of the Shawnee Municipal Code to regulate the use of tobacco products and vapor products; and also providing for severability, codification, and repealer; and declaring an emergency. (*Deferred from the October 15, 2018 City Commission meeting.*)
9. Public hearing and consideration of an ordinance to approve the annexation of 1.57 acres owned by North Rock Creek School Board located at 42308 Garretts Lake Road.
10. Discussion and possible action to move forward with proposed financing related to capital projects.
11. Consider Bids/Requests for Proposals (RFP):
 - a. City Manager Executive Search Firm (Open)
12. Administrative Reports
 - a. Engineering Projects – Assistant City Engineer Michael Ludi
13. New Business

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

Respectfully submitted

Lisa Lasyone, 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: 11/05/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Minutes from the October 15, 2018 regular meeting and October 19, 2018 special call meeting.

Staff Recommendation

Attachments

CC Minutes

Special Call Minutes

76BOARD OF CITY COMMISSIONERS PROCEEDINGS
OCTOBER 15, 2018 AT 6:00 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 15, 2018 at 6:00 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

Ed Bolt
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Don Lynch, Emergency Management
Director

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the October 1, 2018 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for September 2018
 - Project Payment Report for September 2018
 - Planning Commission Minutes from September 5, 2018 meeting
 - Shawnee Community Beautification Committee Minutes from August 16, 2018 meeting

- c. Approve renewal of agreement with the Housing Authority of the City of Shawnee for supplemental police services.
- d. Acknowledge City Commission and Related Authorities Schedule of Regular Meetings for 2019.
- e. Acknowledge receipt of Pioneer Library System Audit for Year Ended June 30, 2018.
- f. Approve appointment of Jennifer Greenland as Oklahoma Municipal Retirement Fund Authorized Agent.
- g. Lake Lease Transfer:

TRANSFER:

Lot 4 Coffman Tract, 15401 Perry Road

From: Perry & Elizabeth Gatewood

To: Perry & Elizabeth Gatewood Trust

- h. Budget Amendments – Funds 101, 102, 104, 105, 106, 107, 108, 112, 113, and 190
To amend FY2019 estimated revenues and expenditures to be consistent with historical activity and properly appropriate the estimated revenues.

A motion was made by Commissioner Gillham, seconded by Commissioner Bolt, to approve Consent Agenda Item Nos. 1(a-h). Motion carried 7-0.

AYE: Gillham, Bolt, Harrod, Finley, Rutherford, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 2:

Presentation by Animal Control to present the Pet of the Week.

Animal Control Officer Derek Woody introduced Charlie Brown, an approximately four-year-old pit-bully mix. His adoption fee is \$5.00. If the adopter resides within the City limits, there is a \$5.00 city license fee.

AGENDA ITEM NO. 3:

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

Ms. Gayle Stacy thanked James and Kaye Harrod and the City Commission for allowing them to start Pickle Ball in the Municipal Auditorium.

Ms. Miriam Bell, Blue Zones Organization Lead, talked about Blue Zones Worksites. She noted that one scope is to impact worksites and the worksite well-being. Eleven organizations in Pottawatomie County are Blue Zones approved and three more are working toward the approval status.

Ms. Kate Joyce, Senior Center Director, advised that the Shawnee Senior Citizens Center is a Blue Zones approved worksite. She also announced that Saturday, October 27th from 10:00 a.m. to 2:00 p.m. the Senior Center will be a drop off area for National Prescription Drug Take Back Day, hosted in conjunction with Gateway to Prevention and Recovery.

Ms. Bethany Haskins, Blue Zones Engagement Lead, stated they have recently partnered with Shawnee Police Chief Mason Wilson and the Shawnee Police Department for a Sidewalk Campaign. They are alerting citizens that it is illegal to block a sidewalk if they are parking in a driveway.

Ms. Taylor Shekarabi, Blue Zones Project Manager, provided an update on the International Walk to School Day. Five schools participated in this event and approximately 400 miles were walked by students and faculty. Ms. Shekarabi thanked the Shawnee Police Department for making this event possible by assisting with street crossings.

AGENDA ITEM NO. 4:

Presentation by Acting City Manager to Employee of the Month, Kelsey Byers, Dispatch.

Christina Brown, Dispatch Supervisor, presented the Employee of the Month certificate to Kelsey Byers, Dispatch.

AGENDA ITEM NO. 5:

Consideration of approval of a Final Plat for The Grove Retirement Homes located at 3900 North Union Avenue. Case No. S11-18. Applicant: Crafton Tull.

Community Development Director Justin DeBruin provided a staff report and announced that staff recommends approval of this item with the three listed conditions.

A motion was made by Commissioner Bolt, seconded by Commissioner Sehorn, to approve a Final Plat for The Grove Retirement Homes located at 3900 North Union Avenue, with the following conditions:

1. Final improvement plans shall be approved by the City Engineer prior to construction.
2. Prior to filing (recording) the final plat, the applicant shall commence with making the required public site improvements in accordance with construction plans approved by the City Engineer or otherwise bond the project in accordance with City code.
3. All other applicable City standards apply.

Motion carried 7-0.

AYE: Bolt, Sehorn, Salter, Gillham, Harrod, Finley, Rutherford

NAY: None

AGENDA ITEM NO. 6:

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

Community Development Director Justin DeBruin gave a staff report. He explained that over the last seven years North Rock Creek Schools has been approved for two annexations, with this being the third annexation. This parcel is a two-acre lot that will house an administrative building.

A motion was made by Commissioner Gillham, seconded by Commissioner Rutherford, to authorize staff to proceed with Notice and Hearing Requirements per the request for annexation by North Rock Creek School for purposes of future construction. Motion carried 7-0.

AYE: Gillham, Rutherford, Sehorn, Salter, Bolt, Harrod, Finley

NAY: None

AGENDA ITEM NO. 7:

Discussion, consideration, and possible approval of an ordinance amending Article IV of Chapter 15 of the Shawnee Municipal Code to regulate the use of tobacco products and vapor products; and also providing for severability, codification, and repealer; and declaring an emergency.

Mayor Finley stated there was an error in the ordinance language. A motion was made by Mayor Finley, seconded by Commissioner Rutherford, to defer this item to the November 5, 2018 City Commission meeting. Motion carried 7-0.

AYE: Finley, Rutherford, Sehorn, Salter, Bolt, Gillham, Harrod

NAY: None

AGENDA ITEM NO. 8:

Acknowledge monthly Sales Tax and City Treasurer Report.

Finance Director Chance Allison gave the monthly Sales Tax and City Treasurer report.

AGENDA ITEM NO. 9:

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

There was no New Business.

AGENDA ITEM NO. 10:

Commissioners Comments

Commissioner Bolt announced that the Boo on Bell event will begin this Thursday, October 18, 2018 and conclude on Saturday, October 20, 2018.

Commissioner Rutherford stated the city wide Trick-or-Treat will be on Wednesday, October 31, 2018. The Shawnee Mall will host its Trick-or-Treat event on Saturday, October 27, 2018.

Commissioner Sehorn stated that a constituent spoke to him regarding the congestion near Grove School when school lets out in the afternoon. He said the majority of the crowding is in the east bound lane when school is dismissed.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (6:19 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (6:20 P.M.)

AGENDA ITEM NO. 11:

Discussion, consideration, and possible
action to enter into executive session for
discussion related to the hiring of a
Municipal Judge in accordance with 25 O.S.
§ 307(B)(1) “Discussing the employment,
hiring, appointment, demotion, disciplining,
or resignation of any individual salaried
public officer or employee.”

A motion was made by Commissioner Gillham, seconded by Commissioner Bolt, to enter into executive session for discussion related to the hiring of a Municipal Judge in accordance with 25 O.S. § 307(B)(1) “Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee.”. Motion carried 7-0.

AYE: Gillham, Bolt, Harrod, Finely, Rutherford, Sehorn, Salter

NAY: None

COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT 6:21 P.M.
WITH ALL MEMBERS PRESENT.

COMMISSIONERS RECONVENED FROM EXECUTIVE SESSION AT 6:58
P.M. WITH ALL MEMBERS PRESENT.

AGENDA ITEM NO. 12:

Consider matters discussed in executive
session related to the hiring of a Municipal
Judge in accordance with 25 O.S. §
307(B)(1) “Discussing the employment,
hiring, appointment, demotion, disciplining,
or resignation of any individual salaried
public officer or employee.”

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to form a subcommittee of three commissioners to interview applicants for the Municipal Judge position. Motion carried 7-0.

AYE: Harrod, Gillham, Finley, Rutherford, Sehorn, Salter, Bolt

NAY: None

Mayor Finley appointed Commissioner Bolt, Commissioner Rutherford, and Commissioner Sehorn to the three-member subcommittee for the purpose of interviewing applicants for the Municipal Judge position.

AGENDA ITEM NO. 13: Receive governing body training from Oklahoma Municipal Assurance Group (OMAG).

Mr. Bill Tackett, Oklahoma Municipal Assurance Group (OMAG), and Mr. David Weatherford, Birmingham, Morley, Weatherford, and Priore, presented the governing body training to the Mayor and Commissioners.

AGENDA ITEM NO. 14: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:56 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

LISA LASYONE, CMC
CITY CLERK

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
SPECIAL CALLED SESSION
OCTOBER 19, 2018

The Board of City Commissioners of the City of Shawnee met in Special Called Session at the Shawnee Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma, Friday, October 19, 2018 at 1:00 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. The following members were in attendance and a quorum was declared.

Richard Finley
Chairman

Ed Bolt
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

Absent
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

Absent: James Harrod

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

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

You and each of you are hereby notified that by virtue of a call issued by me on this 17th day of October, 2018, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee, Oklahoma at the Shawnee Commission Chambers at 16 West 9th Street, Shawnee, Oklahoma at 1:00 p.m. on the 19th day of October, 2018, and you are hereby notified to be present at said meeting. The purpose of said meeting will be to enter into executive session for discussion related to the hiring of a Municipal Judge in accordance with 25 O.S. § 307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee."

Witness my hand this 17th day of October, 2018.

(SEAL)

ATTEST:

/s/ Kacie Eck, Deputy for
LISA LASYONE, CMC
CITY CLERK

/s/ Chance Allison
CHANCE ALLISON
ACTING CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 17th day of October, 2018 at 11:40 a.m., and executed the same by delivering a true and correct copy thereof to the Mayor and to each of the Commissioners of the Board of City Commissioners for the City of Shawnee, Oklahoma:

A read verification was not received from Mayor Richard Finley.

A read verification was received from Commissioner Ed Bolt via e-mail at 8:46 a.m. on October 19, 2018.

A read verification was received from Commissioner Ron Gillham via email at 10:01 p.m. on October 18, 2018.

A read verification was received from Vice Mayor James Harrod via e-mail at 5:22 p.m. on October 17, 2018.

A read verification was received from Commissioner Darren Rutherford via email at 2:57 p.m. on October 17, 2018.

A read verification was received from Commissioner Mark Sehorn via email at 8:21 a.m. on October 18, 2018.

A read verification was received from Commissioner Ben Salter via e-mail at 12:32 p.m. on October 17, 2018.

/s/ Kacie Eck, Deputy for
LISA LASYONE, CMC,
CITY CLERK

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 19TH DAY OF OCTOBER AT 1:00 P.M. AT THE SHAWNEE COMMISSION CHAMBERS, 16 WEST NINTH STREET, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE TO ENTER INTO EXECUTIVE SESSION FOR DISCUSSION RELATED TO THE HIRING OF A MUNICIPAL JUDGE IN ACCORDANCE WITH 25 O.S. § 307(B)(1) “DISCUSSING THE EMPLOYMENT, HIRING, APPOINTMENT, DEMOTION, DISCIPLINING, OR RESIGNATION OF ANY INDIVIDUAL SALARIED PUBLIC OFFICER OR EMPLOYEE.”

By virtue of the authority vested in me by Section 4, Article IV of the Charter of the City of Shawnee, Oklahoma, a Special Session of the Board of City Commissioners of the City of Shawnee, Oklahoma is hereby called to meet at the City Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma at 1:00 p.m. on the 19th day of October, 2018 to enter into executive session for discussion related to the hiring of a Municipal Judge in accordance with 25 O.S. § 307(B)(1) “Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee.”

Witness my hand this 17th day of October, 2018

/s/ Chance Allison
CHANCE ALLISON,
ACTING CITY MANAGER

(SEAL)

ATTEST:

/s/ Kacie Eck, Deputy for
LISA LASYONE, CMC, CITY CLERK

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN SPECIAL CALLED SESSION AT THE CITY COMMISSION CHAMBERS, 16 WEST 9TH STREET, SHAWNEE, OKLAHOMA, FRIDAY, OCTOBER 19, 2018 AT 1:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. MAYOR FINLEY PRESIDED AND CALLED THE MEETING TO ORDER. THE FOLLOWING MEMBERS WERE IN ATTENDANCE.

CALL TO ORDER AT 12:58 P.M.

PRESENT AT ROLL CALL: Bolt, Gillham, Finley, Rutherford, Sehorn, Salter

ABSENT AT ROLL CALL: Harrod

DECLARATION OF A QUORUM

City Staff in Attendance: Chance Allison, Acting City Manager/Finance Director
Mike Clover, City Attorney
Don Lynch, Emergency Management
Kacie Eck, Senior Deputy City Clerk

Others in Attendance: Vicki Misa, Shawnee News Star

AGENDA ITEM NO. 1: Consider going into executive session for discussion related to the hiring of a Municipal Judge in accordance with 25 O.S. § 307(B)(1) “Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee.”

A motion was made by Commissioner Rutherford, seconded by Commissioner Bolt, to enter into executive session for discussion related to the hiring of a Municipal Judge in accordance with 25 O.S. § 307(B)(1) “Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee.” Motion carried 6-0.

AYE: Rutherford, Bolt, Gillham, Finley, Sehorn, Salter
NAY: None

COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT 12:59 P.M. WITH ALL MEMBERS PRESENT.

COMMISSIONERS RECONVENED FROM EXECUTIVE SESSION AT 1:04 P.M. WITH ALL MEMBERS PRESENT.

AGENDA ITEM NO. 2:

Consideration and possible action on matters discussed in executive session for discussion related to the hiring of a Municipal Judge in accordance with 25 O.S. § 307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee."

A motion was made by Commissioner Rutherford, seconded by Commissioner Bolt, to direct the Mayor to appoint in writing at or before the next regularly scheduled meeting of the Board of Commissioners Nicholas C. Atwood to serve as Acting Municipal Judge. Motion carried 6-0.

AYE: Rutherford, Bolt, Gillham, Finley, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 3:

ADJOURNMENT

There being no further business to be considered, the meeting was adjourned by power of the Chair at 1:06 p.m.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

KACIE ECK, DEPUTY CITY CLERK

Regular Board of Commissioners

1.c.

Meeting Date: 11/05/2018

Reports and Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Acknowledge the following minutes:

- Traffic Commission Minutes from June 26, 2018 meeting.
- Shawnee Community Beautification Committee Minutes from September 20, 2018 meeting.

Staff Recommendation

Attachments

Traffic Comm. Minutes

Beautification Minutes

**MINUTES
TRAFFIC COMMISSION
JUNE 26, 2018 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL**

I. ROLL CALL

MEMBERS PRESENT

Jack Barrett- Chairman
Reuben Peltier- Vice Chairman
Rebecca Dolin
Travis Flood

MEMBERS ABSENT

Peggy Rider
Paul Roberts

EX-OFFICIO MEMBERS

Michael Ludi, Assistant City Engineer
Shalah Black, Traffic Commission Secretary
Keith Mangus, Traffic Supervisor

CITIZENS PRESENT

Delbert Totty

II. Approval of October 24, 2017 Minutes

Motion was made by Rebecca Dolin Second by Reuben Peltier to approve the February 27, 2018 Minutes, Motion carried 4-0

Roll Call: Aye: Barrett, Peltier, Dolin, Flood
Nay:

III. CONSIDERATION OF REQUEST BY DELBERT TOTTY TO CLOSE THE CENTER MEDIAN ON KICKAPOO AND POPLAR

Discussion:

Staff recommends denial of request by Delbert Totty to close the center median on Kickapoo and Poplar.

Michael Ludi presented a power point presentation showing the location on Kickapoo. The power point showed the existing traffic flow and also what the traffic flow would look like if the City did close the median. Also the presentation showed the proposed Oklahoma Department of Transportation (ODOT) future plans to alter the median opening to function better, with acceleration and deceleration lanes.

Michael Ludi also stated that the reasons for denial is that Domino was required to improve Poplar St. to accommodate the traffic from North bound Kickapoo traffic turning on to Poplar and using their southern entrances. The closure would force all East bound traffic on Poplar to turn South and could lead to an increase in traffic making U-turns at the top of the hill on Kickapoo at the end of the median. The strip mall on the east side of the intersection relies on the median opening to allow south bound Kickapoo traffic to turn into

their parking lot with the median closed it would lead to their customers making U-turns at the end of the median.

Motion was made by Reuben Peltier, Second by Travis Flood to deny the request to close the center median on Kickapoo and Poplar. Motion carried 4-0

Roll Call: Aye: Barrett, Peltier, Dolin, Flood
Nay:

IV. CITIZEN PARTICIPATION

Delbert Totty

V. ADMINISTRATIVE REPORTS

Michael Ludi gave an update that the 9th and Louisa stop sign and crosswalk have been installed. The City has plans to put in a signal at Harrison and John C. Bruton Drive we don't have Construction dates but the "road work" has begun.

VI. BOARD MEMBERS COMMENTS

None

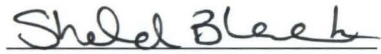
There being no further business to come before the Traffic Commission, a motion was made by Reuben Peltier, seconded by Rebecca Dolin recommending the meeting be adjourned.
Motion carried. 4-0

Roll Call: Aye: Barrett, Peltier, Dolin, Flood
Nay:

Respectfully submitted,



Jack Barrett, Chairman



Shalah Black, Secretary



Office of the Director of Operations

Minutes

Shawnee Community Beautification Committee

SEPTEMBER 20, 2018

The Shawnee Community Beautification Committee met at the Shawnee Chamber of commerce

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	Debi Renegar	<u> </u>	<u> X </u>
Member	Joe Harbeson	<u> X </u>	<u> </u>
Member	Sherry Lankford	<u> X </u>	<u> </u>
Member	Kevin Huddleston	<u> </u>	<u> X </u>
Member	Ethan Birdwell	<u> X </u>	<u> </u>
Member	Mike Mlynek	<u> </u>	<u> X </u>
Member	Holly Gordon	<u> </u>	<u> X </u>
Member	Sue Nelson	<u> X </u>	<u> </u>
Member	Carla Smith	<u> X </u>	<u> </u>
City Staff	Whisper Peace	<u> X </u>	<u> </u>
City Staff	James Bryce	<u> X </u>	<u> </u>
City Staff	Jim Vanantwerp	<u> X </u>	<u> </u>
City Staff	Geoff Garner	<u> X </u>	<u> </u>
Guest	Lindsay Goodson	<u> X </u>	<u> </u>

AGENDA NO 1 **Call to Order.**

AGENDA NO 2 **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.

- AGENDA NO 3** **Approved minutes for AUGUST 16, 2018.** The minutes for August 16, 2018 were approved with a motion made by Sherry Lankford and 2nd by Joe Harbeson. The motion carried unanimously.
- AGENDA NO 4** **Presentation by Lindsay Goodson.** Lindsay gave information about what Blue Zones is doing to encourage more community gardening in the Shawnee communities. She handed out information on creating and maintaining community gardens.
- AGENDA NO 5** **Discussion and updates on Gardening with the Experts.** Speakers are confirmed . Tom is getting together sponsors for the event. Carla Smith is working on seeds for the seed swap.
- AGENDA NO 6** **Review flower pots for the 400 block of E. Main project.** James and Tom showed pots from Lowe's. The group discussed pricing information and how many would need to be purchased for the project.
- AGENDA NO. 7** **Update on door hangers.** Whisper showed the final draft of the door hanger design and the group agreed on the design for ordering in the near future.
- AGENDA NO 8** **Old Business.**
- AGENDA NO 9** **New Business.**
- AGENDA NO 10** **Comments.** Carla Smith gave information on an event taking place to dispose of unwanted pesticides.
- AGENDA NO 11** **Adjournment.** Meeting was adjourned at 4:37 p.m.

Date

10-18-18

Chairman

Regular Board of Commissioners

1.d.

Meeting Date: 11/05/2018

Traffic Comm Recommendations

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Traffic Commission Recommendations

- Consideration of request by Carl Packwood for OG&E to put in a street light at the corner of 45th Street and Vision Boulevard.

BOARD RECOMMENDATION: Board recommends approval of request.

STAFF RECOMMENDATION: Staff recommends approval of request.

Staff Recommendation

Attachments

Traffic Commission Recommendation

**BOARD RECOMMENDATIONS
TRAFFIC COMMISSION
OCTOBER 23, 2018 MEETING**

1. Consideration of request by Carl Packwood for OG&E to put in a street light at the corner of 45th and Vision Blvd.

STAFF RECOMMENDATION: Staff recommends approval of request

BOARD RECOMMENDATION: Board recommends approval of request

Regular Board of Commissioners

1.e.

Meeting Date: 11/05/2018

2019 Holiday Schedule

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Acknowledge City of Shawnee Holiday Schedule for 2019.

Staff Recommendation

Attachments

2019 Holiday Schedule



**Human Resources Department
Interoffice Memo**

To: All Non-Union City of Shawnee Employees

From: Tamera Johnson, HR Director

Date: October 15, 2018

RE: 2019 Holiday Schedule

RECOMMENDED HOLIDAY SCHEDULE FOR 2019

January 1, 2019	Tuesday	New Year's Day
January 21, 2019	Monday	Martin Luther King, Jr. Day
February 18, 2019	Monday	Presidents' Day
May 27, 2019	Monday	Memorial Day
July 4, 2019	Thursday	Independence Day
September 2, 2019	Monday	Labor Day
November 11, 2019	Monday	Veteran's Day
November 28, 2019	Thursday	Thanksgiving Day
November 29, 2019	Friday	Day after Thanksgiving
December 24, 2019	Tuesday	Christmas Eve
December 25, 2019	Wednesday	Christmas Day

Approved: _____
City Manager

Regular Board of Commissioners

1.f.

Meeting Date: 11/05/2018

Acknowledge Wiley Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Acknowledgement of sitting Municipal Judge Randall Wiley's accelerated resignation/retirement, effective on this day, November 5, 2018.

Staff Recommendation

Attachments

No file(s) attached.

Regular Board of Commissioners

1.g.

Meeting Date: 11/05/2018

Retirement Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Acknowledge, ratify, and authorize staff to enter into Accelerated Resignation/Retirement Agreement by and between Randall Wiley and the City of Shawnee, Oklahoma.

Staff Recommendation

Attachments

Retirement Agreement

ACCELERATED RESIGNATION/RETIREMENT AGREEMENT

THIS ACCELERATED RESIGNATION/RETIREMENT AGREEMENT is being made into by and between The City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and Randall Wiley, hereinafter referred to as "Wiley" (collectively referred to herein as the "Parties"), and made EFFECTIVE November 5, 2018.

WITNESSETH:

WHEREAS, the City has retained Wiley as its municipal judge for and during the office's tenure provided for in 11 O.S. §§ 101 *et seq.* and Chapter 12 of the City of Shawnee, Oklahoma, City Code (hereinafter the "City Code"). The Parties have also entered into separate extension agreements whereby Wiley's tenure was temporarily extended.

WHEREAS, the Parties have previously entered into a particular Extension Agreement wherein Wiley would continue to be employed by the City for a two (2) month limited extension term that was set to end on November 30, 2018;

WHEREAS, Wiley has set a resignation date on November 30, 2018;

WHEREAS, Wiley wishes, and the City agrees to accelerate Wiley's resignation/retirement to November 5, 2018.

NOW THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

Wiley will accelerate his resignation/retirement date to November 5, 2018 at 6:00 p.m.

The City will pay Wiley the remaining salary amount that he would have been owed and entitled to through his original resignation date of November 30, 2018, being the pro-rata equivalent of two and one half (2 ½) bi-weekly installments of his existing yearly salary or \$4,855.78; and (b) upon buyout, the Parties will be released from any existing Employment Agreement and/or Extension Agreement, and Wiley will have no inherent or express rights, obligations, or authority as the Municipal Judge.

This Agreement supersedes any and all prior agreements regarding the matters contained herein.

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors and assigns.

The Parties agree that if any litigation is initiated by either party to this agreement, the prevailing party shall be entitled to recover its fees and costs incurred therein, including attorney fees and all costs of litigation.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF SHAWNEE, OKLAHOMA,
A municipal corporation

(SEAL)

LISA LASYONE, CMC
CITY CLERK

by: ERIC BENSON
INTERIM CITY MANAGER



RANDALL WILEY

Regular Board of Commissioners**1.h.**

Meeting Date: 11/05/2018

Judge Acting Appointment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information**Explanation**

Acknowledgment and receipt of the Mayor's appointment of Nicholas C. Atwood and Michael Warwick as the Acting Municipal Judges to serve in such capacity, effective immediately, and through November 30, 2018, and submitted to the Commission in writing in accordance with Article II, Chapter 12, Section 12-28 ["Acting Judge."] of the Shawnee Municipal Code.

Staff Recommendation

AttachmentsJudge Acting Appointment

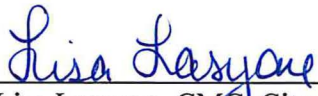
**Appointment of the Acting Municipal Judges by the Mayor of Shawnee, Oklahoma
pursuant to Article II, § 12-28 of the City Code**

State of Oklahoma)
) ss
County Pottawatomie)

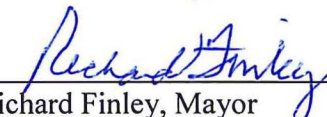
Now, on this 5th day of November, 2018, I present the following writing to the Commission:

1. I, Richard Finley, am the Mayor of the City of Shawnee, Oklahoma.
2. The sitting Municipal Judge for the City of Shawnee, Randall Wiley, has a resignation/retirement date of November 30, 2018.
3. It is my understanding that Judge Wiley and the City have come to an agreement whereby Judge Wiley will accelerate his resignation before the Commission on the November 5, 2018 Board of Commissioners' Meeting.
4. This will create a situation where there will be a vacancy in the office, requiring the appointment of a new Municipal Judge, pursuant to §§ 12-29 and 12-25 of the City Code. (referencing 11 O.S. §§ 27-107 and § 27-104, respectively.)
5. However, such an appointment to fill the vacancy of the office of Municipal Judge will not be final and effective until ratified by a vote of the Commission at the November 19, 2018 Board of Commissioners' Meeting. (City Code § 12-25.)
6. Thus, the absence of the office during this time necessitates the appointment of an Acting Municipal Judge or Acting Municipal Judges pursuant to Article II, Chapter 12, § 12-28 of the City Code.
7. The Acting Municipal Judge(s) will need to serve from the time of Judge Wiley's November 5, 2018 accelerated resignation/retirement date, until at least November 30, 2018.
8. Therefore, pursuant to the appointment powers expressly provided unto the mayoral office in said Section 12-28 of the City Code, **I hereby appoint Nicholas C. Atwood & Michael D. Warwick to serve as Acting Municipal Judges of the City of Shawnee, Oklahoma, effective November 5, 2018**, and lasting until an appointee for the office of municipal Judge, pursuant to § 12-25 of the City Code, is ratified by the Commission.
9. Nicholas C. Atwood & Michael D. Warwick are each qualified persons to serve as Acting Municipal Judge under the City Code; they are both residents of Shawnee, and are licensed to practice law in Oklahoma.
10. The Commission, by resolution should provide for the compensation of the Acting Municipal Judges. (City Code § 12-28.)

ATTEST:
(Seal)


Lisa Lasyone, CMC City Clerk




Richard Finley, Mayor

Regular Board of Commissioners**1.i.**

Meeting Date: 11/05/2018

Judge Appointment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information**Explanation**

Acknowledgment and receipt of the Mayor's naming of Nicholas C. Atwood as the proposed appointee for the office of Municipal Judge, submitted to the Commission in writing at this next to last regularly scheduled meeting prior to the day upon which appointment is to take effect, and to be acted upon at the next regularly scheduled meeting, all in accordance with Article II, Chapter 12, Sections 12-25 ["Judges."] and 12-29 ["Vacancies in office of judge."] of the Shawnee Municipal Code.

Staff Recommendation

AttachmentsJudge Appointment

Naming of the Appointee for the Office of the Municipal Judge by the Mayor of Shawnee, Oklahoma Pursuant to Article II, Chapter 12, Sections 12-25 and 12-29 of the City Code

State of Oklahoma)
) ss
County Pottawatomie)

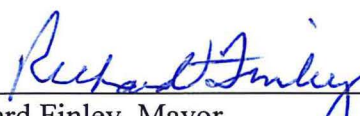
Now, on this 5th day of November, 2018, I present the following writing to the Commission:

1. I, Richard Finley, am the Mayor of the City of Shawnee, Oklahoma.
2. The sitting Municipal Judge for the City of Shawnee, Randall Wiley, has a resignation/retirement date of November 30, 2018.
3. It is my understanding that Judge Wiley and the City have come to an agreement whereby Judge Wiley will accelerate his resignation/retirement before the Commission on the November 5, 2018 Board of Commissioners' Meeting.
4. This will create a situation where there will be a vacancy in the office, requiring the appointment of a new municipal judge, pursuant to §§ 12-29 and 12-25 of the City Code. (referencing 11 O.S. §§ 27-107 and § 27-104, respectively.)
5. The names of potential municipal judges were presented in executive session at the last regularly scheduled Board of Commissioners' Meeting. At that time, a committee comprised of three (3) City Commissioners interviewed the two qualified candidates and have made their recommendations for appointment to me.
6. Pursuant to Section 12-25 of the City Code, the mayor is required to name a proposed appointee and submit the same in writing to the Board of Commissioners for ratification; however, I have purposefully not participated in this appointment process because I have close personal relationship with one of the candidates. Instead, I have deferred the recommendation for appointment to the above-mentioned committee.
7. Therefore, I submit this proposed appointee to the City Commission for consideration of the Office without my active participation or influence, but pursuant to the express appointment duties required by the mayoral office in said Section 12-25 of the City Code: I hereby name Nicholas C. Atwood as the recommended appointee for the office of Municipal Judge.
8. Nicholas C. Atwood is a qualified person to serve in the Office of Municipal Judge as he is licensed to practice law in Oklahoma, and lives in Shawnee, Oklahoma. (Sec. 12-25.)
9. I am submitting this proposed appointee to the Commission at the next to last regularly scheduled meeting prior to the day upon which the appointment is to take effect, and to be acted upon at the next regularly scheduled meeting.

Attest:


Lisa Lasyone, CMC, City Clerk




Richard Finley, Mayor

Regular Board of Commissioners

1.j.

Meeting Date: 11/05/2018

Motorola

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Authorize staff to execute an equipment services agreement with Motorola Solutions.

Staff Recommendation

Attachments

Motorola

City of Shawnee

Memorandum



To: Honorable Mayor and City Commissioners
Through: Eric Benson, City Manager
From: Donald D. Lynch, Emergency Management Director *D.L.*
Date: October 30, 2018
Re: Request to Execute Service Agreement with Motorola

NATURE OF THE REQUEST:

I am writing to request permission for staff to approve a service agreement with Motorola Solutions for system upgrades and repair/replacement of defective equipment at our trunked radio system tower sites and our dispatch center consoles.

STAFF ANALYSIS/ CONSIDERATIONS:

This is a one year contract providing for:

1. Hardware, software, and implementation services to enable system expansion, increase coverage, and provide the latest features and capabilities for our 800 MHz repeaters, site controllers, and dispatch consoles
2. On-site technical support and infrastructure repair and preventive maintenance on our repeaters, controllers, and dispatch console equipment.

Our radio system has evolved over the past 20 years and is becoming much like our infrastructure technology network in that it is more critical than ever that our radio system is optimized and running the latest software to ensure the longevity of our investment and proper functioning of the system. Regular updates guarantee that our components are functioning properly at the local level and with the wide-area network that we participate in.

Should a component part malfunction, we do not have the capability to perform the repairs in-house and would require the utilization of a Motorola authorized repair

service. By having this contract we will ensure that we have the fastest response to diagnose and repair the malfunction.

A copy of the agreement is attached for your review.

BUDGET CONSIDERATIONS:

Cost of this service agreement is \$113,008. 73 which has been authorized funding by City Treasurer/Finance Director Chance Allison in this year's budget at cost center: 001-5-0740-5351.

Payments are to be remitted on a quarterly basis.

STAFF RECOMMENDATION:

Staff recommends approval of this request.

Thank you for your favorable attention to this request.



SERVICE AGREEMENT

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: USC000020879
Contract Modifier: R02-MAR-18 20:01:26

Date: 05-APR-2018

Company Name: Shawnee, City Of
Attn.:
Billing Address: 16 W Ninth St
City, State, Zip Code: Shawnee, OK 74801
Customer Contact: Don Lynch
Phone: 405-878-1678

P.O.#: N/A
Customer #: 1011240877
Bill to Tag#: 0001
Contract Start Date: 01-JUL-2018
Contract End Date: 30-JUN-2019
Payment Cycle: QUARTERLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$158.22	\$1,898.60
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$3,045.90	\$36,550.76
	LSV01S00497A	ASTRO SYS ESS+ ONP_AR	\$6,213.27	\$74,559.37
Sub Total			\$9,417.39	\$113,008.73
Taxes			\$0.00	\$0.00
Grand Total			\$9,417.39	\$113,008.73
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

Subcontractor(s)	City	State
Technical Support Operations	Schaumburg	IL
Total Radio Inc	Oklahoma City	OK
SSC Network Security	Schaumburg	IL
NIO SSA Team	Schaumburg	IL
Call Center Operations	Schaumburg	IL
Infrastructure Depot Operations IDO	Elgin	IL
T6 SUA FIELD IMPLEMENTATION	Austin	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
-------------------------------------	-------	------

JOHN ATTEN	469-712-9832
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE

Company Name : Shawnee, City Of
Contract Number : USC000020879
Contract Modifier : R02-MAR-18 20:01:26
Contract Start Date : 01-JUL-2018
Contract End Date : 30-JUN-2019

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories; belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER

SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

Regular Board of Commissioners

1.k.

Meeting Date: 11/05/2018

Krywicki

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Acknowledge Oklahoma Municipal Retirement Fund Retirement for John Krywicki.

Staff Recommendation

Attachments

No file(s) attached.

Regular Board of Commissioners

1.I.

Meeting Date: 11/05/2018

Riddle

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Acknowledge Oklahoma Municipal Retirement Fund Retirement for Robin Riddle.

Staff Recommendation

Attachments

No file(s) attached.

Regular Board of Commissioners

1.m.

Meeting Date: 11/05/2018

Story

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Acknowledge Oklahoma Municipal Retirement Fund Retirement for Teresa Story.

Staff Recommendation

Attachments

No file(s) attached.

Regular Board of Commissioners

1.n.

Meeting Date: 11/05/2018

Nolan

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Acknowledge Oklahoma Municipal Retirement Fund Retirement for Stephen Nolan.

Staff Recommendation

Attachments

No file(s) attached.

Regular Board of Commissioners

1.o.

Meeting Date: 11/05/2018

Lee

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Acknowledge Oklahoma Municipal Retirement Fund Retirement for Craig Lee.

Staff Recommendation

Attachments

No file(s) attached.

Regular Board of Commissioners

1.p.

Meeting Date: 11/05/2018

Ward

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Acknowledge Oklahoma Municipal Retirement Fund Retirement for Randall Keith Ward.

Staff Recommendation

Attachments

No file(s) attached.

Regular Board of Commissioners

1.q.

Meeting Date: 11/05/2018

Kesler

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Acknowledge Oklahoma Municipal Retirement Fund Retirement for Penny Kesler.

Staff Recommendation

Attachments

No file(s) attached.

Regular Board of Commissioners

1.r.

Meeting Date: 11/05/2018

Treiber

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Acknowledge Oklahoma Municipal Retirement Fund Retirement for Fred Treiber.

Staff Recommendation

Attachments

No file(s) attached.

Regular Board of Commissioners

1.s.

Meeting Date: 11/05/2018

Maintenance Bond

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Acceptance of public improvement, i.e. sanitary sewer line for First United Bank Addition, placing maintenance bonds into effect, authorizing obtainment of signatures and recording of final plat.

Staff Recommendation

Attachments

Maintenance Bond



AmTrust Surety
An AmTrust Financial Company

AmTrust Surety
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.AmTrustSurety.com

MAINTENANCE BOND

BOND NO.: 413611P

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Central Contracting Services, Inc., as Principal,
and Developers Surety and Indemnity Company, a corporation organized and doing business under
and by virtue of the laws of the State of California and duly licensed to conduct surety
business in the State of Oklahoma, as Surety, are held and firmly bound unto

City of Shawnee, 16 W. 9th Street, Shawnee, OK 74801

as Oblige, in the sum of Two Thousand Three Hundred Fifty Two and 50/100-----

(\$ 2,352.50-----) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors
and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Oblige to:

Sanitary Sewer - First United Bank, Shawnee, OK

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described
therein for a period of one year following final acceptance of said improvements;

NOW, THEREFORE, if the above Principal shall indemnify the Oblige for all loss that Oblige may sustain by reason of
any defective materials or workmanship which become apparent during the period of one year from and after acceptance of
the said improvements by Oblige, then this obligation shall be void; otherwise to remain in full force and effect.

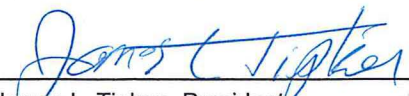
IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name
of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact

this 2nd day of October, 2018
YEAR

Central Contracting Services, Inc.

Principal

Developers Surety and Indemnity Company


James L. Tipken, President

17301 S. Sunnyslane, Norman, OK 73071

BY: 
Anthony Vogt

Attorney-in-Fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Kevin Dreiling, Anthony Vogt, Tina E. Switzer, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 2nd day of October, 2018.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

ATS-1002 (02/17)



Regular Board of Commissioners

1.t.

Meeting Date: 11/05/2018

Lake Leases

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Lake Lease Transfers:

TRANSFERS:

Lot 3A Johnston Tract, 16804 Magnino Road

From: Ronald Hughes

To: Lanny & Deana Lewis

Lot 8 Green Tract, 32001 Hornbeck Road

From: Patricia Hill & Dianna Jones

To: Dianna Jones

Lot 8 Roewe Tract, 32303 Hornbeck Road

From: Terri Johnson & Michael Johnson

To: Terri Johnson & Troy Sutherlin

Lot 6 Belcher Tract, 15411 Nickens Road

From: Carol Hopkins & Jacob Bamborough

To: Carol Hopkins

Staff Recommendation

Attachments

16804 Magnino

32001 Hornbeck

32303 Hornbeck

15411 Nickens

Community
Development
Department



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

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

Date	10/22/2018	License No. #033114
Type	☐ Renewal ☒ Transfer	
Commission Meeting Date	November 5 th , 2018	
Property Address	16804 Magnino Road	
Lake Site Location	Lot 3A Johnston Tract	
Lease Dates	11/05/2018 – 11/05/2048	
Lease Fee (changes annually)	\$703.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	LANNY & DEANA LEWIS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	RONALD HUGHES	
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	06/13/2017	
Misc. Comments		
Total Charges Paid: \$1,703.00		

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# 033114**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of November 5th, 2018 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

LANNY LEWIS
of 18201 PECAN CREEK DRIVE NEWALLA OK 74857,
DEANA LEWIS
of 18201 PECAN CREEK DRIVE NEWALLA OK 74857,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 703.00** dollars for **2018**, 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:

**16804 MAGNINO RD
LOT 3A JOHNSTON TRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

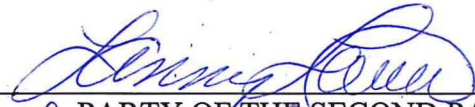
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

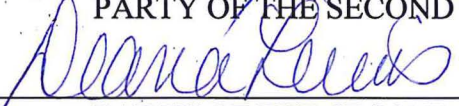
BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST: .

CITY CLERK



PARTY OF THE SECOND PART


PARTY OF THE SECOND PART

Community
Development
Department



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

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

Date	10/22/2018	License No. #033106
Type	☐ Renewal ☒ Transfer (FAMILY)	
Commission Meeting Date	November 5 th , 2018	
Property Address	32001 Hornbeck Road	
Lake Site Location	Lot 8 Green Tract	
Lease Dates	11/05/2018 – 11/05/2048	
Lease Fee (changes annually)	\$703.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	DIANNA JONES	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	PATRICIA HILL & DIANNA JONES	
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	09/20/2017	
Misc. Comments		
Total Charges Paid: \$703.00		

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# 033106**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of November 5th, 2018 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DIANNA JONES
of 32001 HORNBECK RD SHAWNEE OK 74801 ,

of,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 703.00** dollars for **2018**, 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:

**32001 HORNBECK RD
LOT 8 GREEN 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.

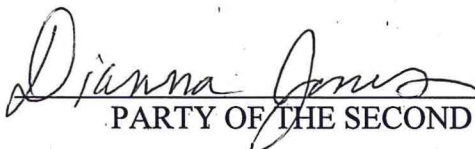
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

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



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

Date	10/22/2018	License No. #033118
Type	☐ Renewal ☒ Transfer (FAMILY)	
Commission Meeting Date	November 5 th 2018	
Property Address	32303 Hornbeck Road	
Lake Site Location	Lot 8 Roewe Tract	
Lease Dates	11/05/2018 – 11/05/2048	
Lease Fee (changes annually)	\$703.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	TERRI JOHNSON & TROY SUTHERLIN	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	TERRI JOHNSON & MICHAEL JOHNSON	
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	09/04/2014	
Misc. Comments	 Total Charges Paid: \$703.00	

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# 033118**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of November 5th, 2018 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

TERRI JOHNSON
of 1901 W MACARTHUR ST APT 701 SHAWNEE OK 74804-2476,
TROY SUTHERLIN
of 3350 PLAINVIEW RD ARDMORE OK 73401,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 703.00 dollars for 2018, 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:

**32303 HORNBECK RD
LOT 8 ROEWE 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.

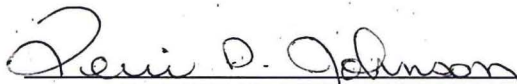
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

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

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

Date	10/22/2018	License No. #033162
Type	☐ Renewal ☒ Transfer (<i>FAMILY</i>)	
Commission Meeting Date	November 5 th , 2018	
Property Address	15411 Nickens Road	
Lake Site Location	Lot 6 Belcher Tract	
Lease Dates	11/05/2018 – 11/05/2048	
Lease Fee (changes annually)	\$703.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	CAROL HOPKINS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	CAROL HOPKINS & JACOB BAMBOROUGH	
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	03/13/2018	
Misc. Comments	Total Charges Paid: \$778.00	

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# 033162

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of November 5th, 2018 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

CAROL HOPKINS

of 5905 N HARVARD AVE OKLAHOMA CITY OK 73122 ,

of ,

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 703.00 dollars for 2018, 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:

**15411 NICKENS RD
LOT 6 BELCHER 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 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 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 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

Carol K. Hopkins

PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

Regular Board of Commissioners

4.

Meeting Date: 11/05/2018

Nelms

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Steve Nelms.

Staff Recommendation

Attachments

No file(s) attached.

Regular Board of Commissioners

5.

Meeting Date: 11/05/2018

Acting Judge Reso

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Discussion, consideration, and possible approval of a resolution of the Mayor and the City Commission that establishes and provides for compensation of Acting Municipal Judge Nicholas C. Atwood pursuant to Article II, Chapter 12, Section 12-28 of the Shawnee Municipal Code.

Staff Recommendation

Attachments

Acting Judge Reso

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA THAT ESTABLISHES AND PROVIDES COMPENSATION OF THE ACTING MUNICIPAL JUDGE PURSUANT TO ARTICLE II, CHAPTER 12, SECTION 12-28 OF THE CITY CODE.

WHEREAS, the sitting Municipal Judge has resigned and there would have existed a temporary absence in the office of the Municipal Judge from November 5, 2018 until November 30, 2018; and

WHEREAS, the Mayor has appointed Nicholas C. Atwood and Michael D. Warwick to serve as the Acting Municipal Judges until November 30, 2018, or until a permanent filling of the office's vacancy is ratified and made effective by the Commission;

WHEREAS the Mayor and the City Commission, Oklahoma recognize the need to immediately appoint, install, and authorize those named individuals to serve as the Acting Municipal Judges in the interest of public health, safety, and municipal efficiency;

WHEREAS, the appointment of Acting Municipal Judge(s) is provided for in Article II, Chapter 12, Section 12-28 of the City Code, and in doing so, the same Section provides that the Commission, by resolution, will provide for the compensation of the Acting Judge(s) of the court;

AND WHEREAS, it is understood by all, and expressed herein, that Acting Judge Atwood will be undertaking and performing the vast majority of the responsibilities, duties, and work associated with the position of Acting Municipal Judge during the above-described tenure; Acting Judge Warwick will not be receiving compensation from the City; and that any payment arrangement between Acting Judge Atwood and Acting Judge Warwick for proportional services performed as Acting Municipal Judge shall be separate and apart from this resolution and outside the purview of the City's discretionary compensation powers under Section 12-28 of the Code;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of Shawnee, Oklahoma that:

- A. Nicholas C. Atwood & Michael D. Warwick have been appointed the Acting Municipal Judges for the City of Shawnee, Oklahoma, effective November 5, 2018 and through November 30, 2018; and that the City Commission ratifies such appointments herein.
- B. Nicholas C. Atwood, or an entity of his assignment, will receive compensation from the City for serving as Acting Municipal Judge from November 5, 2018 through November 30, 2018; Acting Municipal Judge Warwick will not receive compensation from the City.
- C. Acting Municipal Judge Atwood will receive compensation in the amount of the pro-rata share of the yearly gross salary amount for Office of Municipal Judge, being two bi-weekly gross installments of \$1,538.46 each.

PASSED AND APPROVED this 5th day of November, 2018.

RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

6.

Meeting Date: 11/05/2018

Complete Streets Policy

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Consider a resolution to adopt a Complete Streets Policy.

Staff Recommendation

Attachments

Memo

Resolution & Policy



Community Development Department

MEMORANDUM

DATE: November 5, 2018

TO: Shawnee City Commission

FROM: Justin DeBruin, Community Development Director

RE: Resolution to approve a Complete Streets Policy

Complete Streets is a transportation approach that ensures future street projects will take into account the needs of all travelers, regardless of age, ability, or mode of transportation. If all goes well, Complete Streets becomes a compass as an agency changes its day-to-day transportation planning, design, operation, and maintenance practices.

This policy will apply to all projects involving roadway improvements and utility upgrades in the public right-of-way. The City views all transportation improvements as opportunities to connect neighborhoods with schools, parks, businesses, and essential services, while calming traffic. The policy is not meant to address routine maintenance activities intended to keep the roadway or utility line in serviceable condition, such as spot repairs, sweeping, or mowing. It should be understood that there may be circumstances in which this policy cannot be fully applied in a way to accommodate all users or modes, which may be found in the section entitled, "Applicability and Exceptions."

To help point to success, this policy presents performance measures that will be evaluated on an annual basis, including, but not limited to: changes in traffic count, linear feet of new and repaired sidewalks, total miles of new bike lanes, number of new and repaired curb ramps, and miles of on-street bicycle routes. Performance measures, in a broad sense, provide a quantitative and, sometimes, qualitative indicator of potential or actual performance of a specific street, corridor, or of the whole transportation network. The City will use the most recent design guidelines, standards, and recommendations available in carrying out this policy while recognizing all streets are different and the needs of various users will be balanced in a flexible manner.

The City will coordinate among departments and divisions, along with other vested agencies and jurisdictions to achieve Complete Streets in Shawnee. Furthermore, the City of Shawnee administrative staff, comprised of representation from the Planning Department, Code Enforcement Division, Engineering/Streets Department, Parks and Recreation, Shawnee Municipal Authority (SMA), and the Fire Department, shall be granted the responsibilities of implementing and performance measuring the Complete Streets policy.

RESOLUTION NO. _____

A RESOLUTION APPROVING A COMPLETE STREETS POLICY FOR THE CITY OF SHAWNEE

In communities across the country, a movement is growing to complete the streets. States, cities and towns are asking their planners, engineers and designers to build road networks that welcome all citizens. Complete streets are designed and operated to enable safe access for all users. Pedestrians, bicyclists, motorists and transit riders of all ages and abilities to safely move along and across a complete street

WHEREAS, Complete Streets are defined as streets that are safe, convenient and comfortable for all ages and abilities using any mode of transportation (motor vehicle, public transportation, foot, bicycle etc.); and

WHEREAS, Complete Streets has been recognized and adopted as policy and law at Federal, State, County, City, and Town levels in the interest of improving multi-modal transportation options, safety and accessibility for all users; and

WHEREAS, bicycle and pedestrian projects and programs are eligible for funding from almost all of the major Federal-aid transportation funding programs; and

WHEREAS, Blue Zones Project of Pottawatomie County attaches certification of the community adopting a Complete Streets policy.

NOW, THEREFORE, BE IT RESOLVED, that the City of Shawnee hereby recognizes the importance of creating Complete Streets through the planning, design, and construction of new streets and street re-construction undertaken by and in the City, which enables safe travel by all users including pedestrians and people of all ages and abilities including children, youth families, older adults and individuals with disabilities; and

BE IT FURTHER RESOLVED, that the City Commission for the City of Shawnee, approves the Complete Streets policy attached as Exhibit A

PASSED, APPROVED AND ADOPTED this _____ day of November, 2018.

BY THE CITY COMMISSION OF THE
CITY OF SHAWNEE, OKLAHOMA

ATTEST:
(SEAL)

Richard Finley, Mayor

Lisa Lasyone, CMC, City Clerk

City of Shawnee

Complete Streets Policy

Background and Introduction

Complete Streets is more of an approach than it is an end point, and is simply a way of designing, constructing, signaling, and maintaining streets that encourage different forms of transportation throughout the community. By creating streets and *public right-of-ways* that serve and invite pedestrians, bicyclists, and public transit users of all ages and abilities, in addition to motor vehicle drivers, Shawnee will be a safer, healthier, more prosperous and enjoyable City.

Vision

This Complete Streets Policy incorporates the simple and basic concept that streets and roadways should be designed, constructed, and operated to be safe and accessible for all transportation users. Furthermore, the City of Shawnee views all *transportation improvements* as opportunities to connect neighborhoods with schools, parks, businesses, and essential services, while calming traffic, improving safety, and providing greater access and mobility for all users of public right-of-way. The City of Shawnee will make every effort to create a safe, reliable, efficient, integrated, and connected transportation network that will enhance the safety, mobility, and health for all people of all ages and abilities.

Users/Modes

Street projects shall be designed, planned, and implemented to the greatest extent possible to accommodate all users and modes of the transportation system, including motorists, pedestrians, bicyclists, public transit riders, delivery and maintenance vehicles, and emergency responders. Attention shall be given to addressing the needs of people with disabilities, the elderly, and children.

Applicability and Exceptions

The Complete Streets Policy shall apply to all projects involving *roadway improvements* and *utility upgrades* in the *public right-of-way*. The policy is not meant to require accommodation for certain users or modes where doing so is prohibited by law (i.e., turnpike or pedestrian mall). Nor is it meant to address *routine maintenance* activities intended to keep the roadway or utility line in serviceable condition, such as spot repairs, sweeping, or mowing. However, these activities are vital to ensuring safe conditions for all users and modes.

It is understood that there may be some circumstances in which this policy cannot be fully applied in a way that accommodates all users or modes, and therefore exceptions may be considered in the following situations:

1. The cost for accommodating a particular mode or category of users would be excessively disproportionate to the benefits of that improvement, with due consideration to future users, latent demand, and the social and economic value of providing a safer and more convenient transportation system for all users;

2. There is absence of use by all, except motorized road-users, that would continue in the future even if the street were a Complete Street;
3. An alternate facility has been previously programmed at that location;
4. A legal and/or regulatory impediment or constraint exists;
5. A project involves only ordinary maintenance activities designed to keep assets in serviceable condition; and
6. Where determined by the Engineering Department to have relatively high safety risk.

Network

The City of Shawnee will strive to develop and maintain a comprehensive and integrated transportation network of streets, sidewalks, trails, bikeways, and other facilities to provide citizens with multiple options for traveling to their destinations. All streets and other routes need not be optimized for all modes of travel; but rather people using each mode need an intact network for moving about throughout the City of Shawnee.

Jurisdictions

The City of Shawnee will make every effort to ensure coordination among its departments and with other relevant agencies at the county, state, and federal levels in assessing and implementing opportunities for creating Complete Streets. Private developers shall adhere to this policy in the new construction or reconstruction of public streets and parking lots within the City of Shawnee.

Design Standards

The City of Shawnee shall use the most recent design guidelines, standards, and recommendations available at the time of this policy's enactment in carrying out this Complete Streets Policy, while recognizing all streets are different and the needs of various users will have to be balanced in a flexible manner. Design criteria and solutions should be developed to reflect the context and character of the surrounding environment while enhancing the experience for all those who use the streets and public right-of-ways.

The most recent versions of these and other relevant publications will be utilized in planning and designing more complete streets:

- Manual of Uniform Traffic Design Control, U.S. Department of Transportation, Federal Highway Administration;
- Guide for the Planning, Design and Operation of Pedestrian Facilities, American Association of State Highway and Transportation Officials;
- Guide for the Development of Bicycle Facilities, American Association of State Highway and Transportation Officials;
- Urban Street Design and Urban Bikeway Design Guides, National Association of City Transportation Officials;
- National Complete Streets Coalition, Design Guidance Resources; and
- Documents and plans for the City of Shawnee, including but not limited to:
 - o Comprehensive Plan;
 - o Zoning Code;
 - o Subdivision Regulations; and

O Engineering Standards

Context Sensitivity

It will be important for the success of the Complete Streets Policy to ensure that the project development process includes early consideration of the land use and transportation context of the project, the identification of gaps or deficiencies in the network for various user groups that could be addressed by the transportation project, and an assessment of the tradeoffs to balance the needs of all users. The context factors that should be given high priority include the following:

- a. Whether the corridor provides a primary access to a significant destination such as a community or regional park or recreational area, a school, a shopping/commercial area, or an employment center;
- b. Whether the corridor provides access across a natural or man-made barrier such as a river or highway;
- c. Whether the corridor is in an area where a relatively high number of users of non-motorized transportation modes can be anticipated;
- d. Whether a road corridor provides important continuity or connectivity links for an existing trail network; and
- e. Whether nearby routes that provide a similar level of convenience and connectivity already exist.

Projects/Phases

The City of Shawnee, its agents, and private developers that the City of Shawnee coordinates with shall approach all phases of all *street projects* (including planning, design, engineering, right-of-way acquisition, resurfacing, reconstruction, new construction, operation, and maintenance) in a manner which creates safe and accessible transportation infrastructure for all users, along and across the *public right-of-way*.

Performance Measures

The City of Shawnee shall measure the success of this Complete Streets policy on an annual basis in order to evaluate the functionality of the non-motorized transportation system; to ensure consistency with current industry standards; and to identify strengths and deficiencies. Several factors shall be measured or used by the City to evaluate the effectiveness of this Complete Streets Policy on an annual basis. However, the City recognizes assessing the effectiveness of this Policy is a long-term process and that the community may not experience large scale improvements or be able to collect sufficient data during the initial implementation of a Complete Streets plan. The measures may include:

- Changes in traffic counts;
- Change in school transportation survey information (transportation to-and-from school);
- Linear feet of new and repaired sidewalks and other pedestrian accommodations (paths, trails, etc.);
- Total miles of new bike lanes (designated and shared-use);
- Number of new and repaired curb ramps installed on streets and parking lots;
- Number and type of crosswalk and intersection improvements;
- Percentage of transit stops accessible by sidewalks and/or curb ramps; and

- Other measures, which may include: miles of on-street bicycle routes; miles of off-road trails; number of new street trees planted; etc.

Within a year of policy adoption, the City of Shawnee shall obtain and record baseline data for each of these performance measures as reasonably and fiscally possible.

Implementation

The City of Shawnee shall make Complete Streets practices a routine part of everyday operations by approaching all transportation and utility projects as an opportunity to improve streets and the transportation network for all users and modes. The City shall coordinate among departments and divisions, as well as with other agencies and jurisdictions to achieve Complete Streets in Shawnee.

In order to ensure full implementation of this policy, City staff shall review and revise as necessary any related procedures, processes, standards and practices for consistency with this Complete Streets policy, and to reflect the current state of best practices in transportation design. The City of Shawnee will promote training opportunities for staff and community members to learn effective methods for implementing this policy and measure its success.

Furthermore, the City of Shawnee administrative staff, comprised of representation from the Planning Department, Code Enforcement Division, Engineering/Streets Department, Parks and Recreation, Shawnee Municipal Authority (SMA), and the Fire Department, shall be granted the responsibilities of implementing and performance measuring the Complete Streets policy.

Definitions

Complete Streets – Streets and adjacent public right of ways that attempt to serve as many types of users and modes of transportation as reasonably possible.

Public right-of-way – Land area designated as useable by the public for various modes of transportation or in some cases for utilities.

Roadway improvements (or street projects) – All capital street projects, including private development of public streets, in addition to any street improvements involving restriping of lanes, shoulders or pedestrian crossings.

Routine maintenance – Non-capital activities required to keep roadways, right-of-ways and utility easements in safe and effective operating condition, such as spot repairs, sweeping, mowing, tree pruning, etc. This does not include striping of vehicle lanes or pedestrian crossings.

Transportation improvements – Includes all *roadway improvements*, in addition to pedestrian, bicycle, and public transit facilities.

Utility upgrades – All capital repair or replacement of water, sewer, gas, or electric utility lines that abut a public right-of-way.

Regular Board of Commissioners

7.

Meeting Date: 11/05/2018

Joint Use Facility Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Consider a resolution to adopt a Joint Use of Facilities Agreement with Shawnee Public School District I93 (Shawnee Public Schools).

Staff Recommendation

Attachments

Memo

Resolution & Agreement



Community Development Department

MEMORANDUM

DATE: November 5, 2018

TO: Shawnee City Commission

FROM: Justin DeBruin, Community Development Director

RE: Resolution to approve a Joint Use of Facilities Agreement between the City of Shawnee and Shawnee Public School District

A joint use agreement is a formal agreement between two separate government entities – often a school and a city or county – setting forth the terms and conditions for shared use of public property or facilities. The City of Shawnee and the Shawnee Public School District are owners of real property in the Shawnee community, including facilities that are capable of being used by each of the before mentioned entities for community educational and recreational purposes. Under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase educational and recreational opportunities for the community.

The goal in creating this document is to enhance access to community property for potential programs and activities. The school district shall be entitled to the use of City active use areas for public school and school-related educational and recreational activities when the City opens the facilities to the public. The City shall be entitled to access school district active use areas to open them for use by the community when not in use by the school district. The school district and the City agree to provide priority scheduling to each other wherein the school district will have first priority to City active use areas when the City is not using them and the City will have first priority to the school district active use areas when the school district is not directly using them.

Active use areas include fields, buildings, playgrounds, and parking lots. Each entity shall have the right to add or exclude active use areas during the terms of this agreement. The City and School District will each designate an authorized agent and each will be expected to perform normal maintenance and upkeep at basic levels of service subject to normal wear and tear when using each other's property. Besides making sense from a health perspective, joint use agreements make sense financially because it optimizes the use of assets the community already has. Sharing existing space is cheaper and more efficient than keeping community resources separate.

Both the City and School District have long recognized the benefits of sharing recreational facilities. A written agreement between the City of Shawnee and the Shawnee Public School District is being proposed to assist the community in its effort to become a certified Blue Zones Project community.

It is recommended that the City Commission take action to approve the resolution supporting a Joint Use of Facilities Agreement between the City of Shawnee and the Shawnee Public School District.

RESOLUTION NO. _____

A RESOLUTION APPROVING A JOINT USE OF FACILITIES AGREEMENT
BETWEEN THE CITY OF SHAWNEE AND SHAWNEE PUBLIC SCHOOL
DISTRICT

WHEREAS, for many years the City of Shawnee and the Shawnee Public School District have made use of each other's recreational facilities. This joint use of recreational facilities has been greatly beneficial to the City, School District, and community as a whole; and

WHEREAS, the joint use of facilities has been done under an informal hand shake agreement between the City of Shawnee and the Shawnee Public School District; and

WHEREAS, a written agreement to formalize the continued joint use of facilities by the City of Shawnee and Shawnee Public School District has been prepared; and

WHEREAS, Blue Zones Project of Pottawatomie County attaches certification of the community adopting a joint use of facilities agreement covering parks and recreational facilities between the City of Shawnee and the Shawnee Public School District; and

NOW, THEREFORE, BE IT RESOLVED, by the City Commission for the City of Shawnee, approves the Joint Use of Facilities Agreement between the City of Shawnee and Shawnee Public School District attached as Exhibit A.

PASSED, APPROVED AND ADOPTED this _____ day of November, 2018.

BY THE CITY COMMISSION OF THE
CITY OF SHAWNEE, OKLAHOMA

ATTEST:
(SEAL)

Richard Finley, Mayor

Lisa Lasyone, CMC, City Clerk

Joint Use of Facilities Agreement

City of Shawnee

Shawnee Public Schools

The City of Shawnee and the Shawnee Public Schools are owners of real property in the Shawnee community, including facilities that are capable of being used by each of the before mentioned entities for community educational and community recreational purposes. Under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase educational and recreational opportunities for the community.

1. Term

This Agreement will begin upon adoption by the Shawnee City Commission and the Shawnee Public Schools, and will continue with annual reviews for adjustments of the terms and conditions for the benefit of both parties.

2. Effective Date

This Agreement shall be effective upon adoption by the Shawnee City Commission and the Shawnee Public Schools upon inspection of affected property as described in Section 3 by Shawnee Public Schools and City officials.

3. Facilities Covered

The term “Active Use Areas” will be used for purposes of this Agreement to mean the designated fields, buildings, playgrounds and parking lots. Terms of the Agreement shall apply to all Active Use Areas owned by either party. The parties shall have the right to add or exclude Active Use Areas during the term of this Agreement, provided that any such change shall be in writing and approved by both Shawnee Public Schools and the City.

4. Permitted Uses of Active Use Areas

Shawnee Public Schools shall be entitled to the use of City Active Use Areas for public school and school-related educational and recreational activities when the City opens the facilities to the public. The City shall be entitled to access Shawnee Public Schools Active Use Areas to open them for use by the community when Shawnee Public Schools is not using the Active Use Areas. Shawnee Public Schools and the City agree to provide priority scheduling to each other whereas Shawnee Public Schools will have first priority to City Active Use Areas when the City is not using them and the City will have first priority to Shawnee Public Schools Active Use Areas when Shawnee Public Schools is not directly using them.

5. Compliance with Law

All use of Shawnee Public Schools property shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by Shawnee Public Schools or the City that are required by state law, but are inconsistent with the terms of this Agreement shall not be construed to be a breach or default of this Agreement.

6. Obligations of City

A. Designation of Employee

The City shall designate an employee with whom Shawnee Public Schools, or any authorized agent of Shawnee Public Schools, may confer regarding the implementation of this Agreement.

B. The City will be responsible for the supervision of Shawnee Public Schools Active Use Areas when used by the City.

7. Obligation of Shawnee Public Schools

A. Designation of Employee

Shawnee Public Schools shall designate an employee with who the City or any authorized agent of the City may confer regarding the implementation of this Agreement.

B. Shawnee Public Schools will be responsible for the supervision of City Active use Areas when used by Shawnee Public Schools.

8. Maintenance

Shawnee Public Schools and the City shall perform normal maintenance of Active Use Areas at basic levels of service subject to normal wear and tear. Each entity shall notify the other of any known change in condition of the Active Use Areas.

9. Indemnification

A. The City shall defend, indemnify, and hold Shawnee Public Schools, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents or employees in regard to organized activities during public access hours.

B. Shawnee Public Schools shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the Shawnee Public Schools, its officers, agents or employees.

10. Insurance

The City and Shawnee Public Schools agree to provide the following insurance in connection with this Agreement.

A. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.

B. Workers' Compensation. Workers' compensation coverage, as required by Oklahoma Law.

C. Documentation of Insurance. The City and Shawnee Public Schools shall provide to each other a certificate of insurance each year this Agreement is in effect showing proof of the above coverage. In the event the City or Shawnee Public Schools is self-insured for the above coverage, such agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use of facilities in the above amounts.

11. Termination

This Agreement may be terminated at any time by either party upon 30 days written notice to the other party.

Eric Benson, City Manager, City of Shawnee

Date

Richard Finley, Mayor, City of Shawnee

Date

Superintendent of Schools, Shawnee Public Schools

Date

Regular Board of Commissioners

8.

Meeting Date: 11/05/2018

Tobacco Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Discussion, consideration, and possible approval of an ordinance amending Article IV of Chapter 15 of the Shawnee Municipal Code to regulate the use of tobacco products and vapor products; and also providing for severability, codification, and repealer; and declaring an emergency. (*Deferred from the October 15, 2018 City Commission meeting.*)

Staff Recommendation

Attachments

Tobacco Ordinance

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND AMENDING ARTICLE IV OF CHAPTER 15 OF THE SHAWNEE MUNICIPAL CODE, FINES, SMOKING IN PUBLIC PLACES AND INDOOR WORK PLACES; PROVIDING FOR DEFINITIONS; REGULATING USE OF TOBACCO; PROVIDING FOR PENALTY; PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, PROVIDING FOR REPEAL, AND DECLARING AN EMERGENCY.

Whereas, the Mayor and City Commissioners have previously enacted an Ordinance regulating smoking in public places and indoor work places; and

Whereas, the laws of the State of Oklahoma have pre-empted such ordinances insofar as they conflict with state law; and

Whereas, due to the changes in Oklahoma law, the Shawnee Municipal Code no longer is in compliance with those laws; and

Whereas, the Mayor and City Commissioners have determined that it is in the interests of the public health, safety and welfare that the City's prior ordinance be brought into compliance:

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE:

SECTION 1: Article IV of Chapter 15 of the Shawnee Municipal Code is hereby repealed in its entirety.

SECTION 2: DEFINITIONS

The following words, terms and phrases, when used in this article, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *Indoor workplace* means any indoor place of employment or employment-type service for or at the request of another individual or individuals, or any public or private entity, whether part-time or full-time and whether for compensation or not. Such services will include, without limitation, any service performed by an owner, employee, independent contractor, agent, partner, proprietor, manager, officer, director, apprentice, trainee, associate, servant or volunteer. An indoor workplace includes work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, hallways, any other spaces used or visited by employees, and all space between a floor and ceiling that is predominantly or totally enclosed by walls or windows, regardless of doors, doorways, open or closed windows, stairways, or the like. The provisions of this section will apply to such indoor workplace at any given time, whether or not work is being performed.

(b) *Electronic smoking device* means an electronic and/or battery-operated device, the use of which may resemble smoking that can be used to deliver an inhaled dose of nicotine or other substances. Electronic smoking device includes any such device, whether manufactured, distributed, marketed or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor;

(c) *Outdoor area* means any covered area, partially covered area open to the sky that is on a property owned by the city.

(d) *Public place* means any enclosed indoor area where individuals other than employees are invited or permitted; the term is synonymous with the phrase any indoor place used by or open to the public;

(e) *Restaurant* means any eating establishment regardless of seating capacity;

(f) *Recreational area* means any area that is owned, controlled or used by the City of Shawnee and open to the general public for recreational purposes, regardless of any fee or age requirement. The term 'Recreational Area' includes but is not limited to parks, picnic areas, playgrounds, sports fields, golf courses, walking paths, gardens, hiking trails, bike paths, riding trails, swimming pools, roller- and ice-skating rinks, beaches surrounding lakes and skateboard parks.

(g) *Smoking* means the carrying by a person of a lighted cigar, cigarette, pipe or other lighted smoking device;

(h) *Stand-alone bar, stand-alone tavern, and cigar bar* mean an establishment that derives more than 60 percent of its gross receipts, subject to verification by competent authority, from the sale

of alcoholic beverages and low- point beer and no person under 21 years of age is admitted, except for members of a musical band employed or hired as provided in paragraph 2 of subsection B of Section 537 of Title 37 of the Oklahoma Statutes and that is not located within, and does not share any common entryway or common indoor area with, any other enclosed indoor workplace, including a restaurant; and

(i) *Tobacco product* means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body. "Tobacco Product" does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

SECTION 3: PROHIBITION OF TOBACCO PRODUCTS AND ELECTRONIC SMOKING DEVICES IN CERTAIN PLACES PROHIBITED

(a) The possession of lighted tobacco in any form is a public nuisance and dangerous to public health and is hereby prohibited when such possession is in any indoor place used by or open to the public, public transportation, or any indoor workplace, except where specifically allowed by law.

(b) The use of lighted tobacco products and electronic smoking devices is prohibited on, and within, all municipal property, including, but not limited to, any public place, indoor workplace, outdoor area, and recreational area; and including, but not limited to, all vehicles and equipment owned or leased by the City. This ordinance applies at all times, and to all persons on, and within, municipal property.

SECTION 4: EXEMPTIONS

The restrictions provided in Section II will not apply to the following:

(a) stand-alone bars, stand-alone taverns and cigar bars;

(b) the room or rooms where licensed charitable bingo games are being operated, but only during the hours of operation of such games;

(c) up to 25 percent of the guest rooms at a hotel or other lodging establishment;

(d) retail tobacco stores predominantly engaged in the sale of tobacco products and accessories and in which the sale of other products is merely incidental and in which no food or beverage is sold or served for consumption on the premises;

(e) workplaces where only the owner or operator of the workplace, or the immediate family of the owner or operator, performs any work in the workplace, and the workplace has only incidental public access. "Incidental public access" means that a place of business has only an occasional person, who is not an employee, present at the business to transact business or make a delivery. It does not include businesses that depend on walk-in customers for any part of their business;

(f) workplaces occupied exclusively by one or more smokers, if the workplace has only incidental public access;

(g) private offices occupied exclusively by one or more smokers;

(h) private residences and workplaces within private residences, except that smoking will not be allowed inside any private residence that is used as a licensed child care facility during hours of operation;

(i) medical research or treatment centers, if smoking is integral to the research or treatment;

(j) a facility operated by a post or organization of past or present members of the Armed Forces of the United States which is exempt from taxation pursuant to Sections 501 (c)(8), 501 (c)(10) or 501 (c)(19) of the Internal Revenue Code, 26 U.S.C., Sections 501 (c)(8), 501 (c)(10) or 501 (c)(19), when such facility is utilized exclusively by its members and their families and for the conduct of post or organization nonprofit operations except during an event or activity which is open to the public; and

(k) any outdoor seating area of a restaurant; provided, smoking will not be allowed within 15 feet of any exterior public doorway or any air intake of a restaurant.

SECTION 5: DESIGNATED SMOKING ROOMS AND AREAS

(a) An employer not otherwise restricted from doing so under this article may elect to provide smoking rooms where no work is performed except for cleaning and maintenance during the time the room is not in use for smoking, provided each smoking room is fully enclosed and exhausted

directly to the outside in such a manner that no smoke can drift or circulate into a nonsmoking area. No exhaust from a smoking room will be located within 15 feet of any entrance, exit or air intake.

(b) If smoking is to be permitted in any space exempted in Section III of this article or in a smoking room pursuant to Subsection (a) of this section, such smoking space must either occupy the entire enclosed indoor space or, if it shares the enclosed space with any nonsmoking areas, the smoking space will be fully enclosed, exhausted directly to the outside with no air from the smoking space circulated to any nonsmoking area, and under negative air pressure so that no smoke can drift or circulate into a nonsmoking area when a door to an adjacent nonsmoking area is opened. Air from a smoking room will not be exhausted within 15 feet of any entrance, exit or air intake. Any employer may choose a more restrictive smoking policy, including being totally smoke free.

(c) A nursing facility licensed pursuant to the Nursing Home Care Act may designate smoking rooms for residents and their guests. Such rooms will be fully enclosed, directly exhausted to the outside, and will be under negative air pressure so that no smoke can escape when a door is opened and no air is recirculated to nonsmoking areas of the building.

(d) Restaurants will be totally nonsmoking or may provide nonsmoking areas and designated smoking rooms. Food and beverage may be served in such designated smoking rooms which will be in a location which is fully enclosed, directly exhausted to the outside, under negative air pressure so smoke cannot escape when a door is opened, and no air is recirculated to nonsmoking areas of the building. No exhaust from such room will be located within 25 feet of any entrance, exit or air intake. Such room will be subject to verification for compliance with the provisions of this subsection by the State Department of Health.

SECTION 6: POSTING

(a) The person or entity that has legal or de facto control of an area in which the use of Tobacco Products or Vapor Products is prohibited by this article shall post a clear, conspicuous, and unambiguous sign at each point of entry to the area, and in at least one other conspicuous point within the area.

(b) For restrictions on the use of Tobacco Products or Vapor Products in Indoor Areas, the sign or decal shall be at least 4 inches by 2 inches in size and shall clearly state that smoking or tobacco use is prohibited or that a tobacco-free environment is provided. For restrictions on the use of Tobacco Products or Vapor Products in Outdoor Areas, signs shall be weather-resistant, at least 15 inches by 15 inches in size, with lettering of at least 1 inch, and shall clearly state that smoking or tobacco use is prohibited or that a tobacco-free environment is provided.

(c) Responsibility for posting signs or decals will be as follows:

(1) in privately owned facilities, the owner or lessee, if a lessee is in possession of the facilities, will be responsible;

(2) in corporately owned facilities, the manager and/or supervisor of the facility involved will be responsible; and

(3) in publicly owned facilities, the manager and/or supervisor of the facility will be responsible.

SECTION 7: VIOLATION AND PENALTY

(a) Any person who knowingly violates this article is guilty of a misdemeanor, and upon conviction thereof, will be punished by a fine of not less than \$10.00 nor more than one hundred dollars (\$100.00).

(b) Enforcement of this chapter shall be the responsibility of The City of Shawnee. In addition, any peace officer or code enforcement official may enforce this chapter.

SECTION 8: ENFORCEMENT

The State or local governmental agency of the person who owns or operates a public place will at minimum, do the following in order to prevent smoking in public places:

(a) Post signs at entrances to places where smoking is prohibited which state the tobacco use is prohibited or that the indoor environment is free of tobacco smoke; and

(b) ask tobacco users to refrain from using any form of tobacco products, including electronic smoking devices upon observation of anyone violating the provisions of this act.

SECTION 9: SEVERABILITY.

The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION 10: CODIFICATION.

This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

SECTION 11: REPEALER.

All sections, subsection, clauses, and sentences of existing law in conflict of this ordinance are repealed.

SECTION 12: EMERGENCY.

It being immediately necessary for the preservation of the peace, health, safety and public good of the City of Shawnee and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist, by reason whereof, this Ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED this _____ day of _____, 2018.

RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK

Emergency separately approved this _____ day of _____, 2018.

RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2018.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

9.

Meeting Date: 11/05/2018

NRC Annexation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Public hearing and consideration of an ordinance to approve the annexation of 1.57 acres owned by North Rock Creek School Board located at 42308 Garretts Lake Road.

Staff Recommendation

Attachments

Staff Rpt

Public Notice

Ordinance



MEMORANDUM

Date: November 5th, 2018

To: Shawnee City Commission

From: Justin DeBruin, Community Development Director

RE: North Rock Creek School Annexation Request

SUMMARY

The North Rock Creek School Board requests annexation of 1.57 acres into the City of Shawnee for construction of a new administrative building. Plans have been received by the City for the subject administrative building, a new sports complex, and a host of site improvements.

Prior to this request, the City has annexed additional land into the City for the North Rock Creek School District. In 2011, 6.47 acres was annexed for development of the middle school and gymnasium. In 2017, 60.57 acres was annexed for construction of the new high school.

ZONING AND COMPREHENSIVE PLAN

Per Section 1501.9 of the Shawnee Zoning Code, land annexed into the City shall be zoned A-1 (Agricultural) unless otherwise classified by the City Commission. As the property is under the required 5 acres for the sole purpose of an administrative building, Staff recommends that the property be annexed in as C-2 (Limited Office District), which allows for administrative and professional offices while restricted higher intensity commercial uses.

STAFF RECOMMENDATION

Staff recommends that the Shawnee City Commission approve the Annexation Ordinance and incorporate the North Rock Creek School site into the City and that the property be zoned A-1

North Rock Creek School Annexation Request

Legend

-  Property to be Annexed
-  2017 Annexation
-  2011 Annexation

N



Harrison Avenue

Garretts Lake Road

North Rock Creek School
42400 Garrett's Lake Road • Shawnee, OK 74804

Blake Moody
Superintendent



September 28, 2018

City of Shawnee

Eric Benson, City Manager
16 West 9th Street
Shawnee, OK 74801

Mr. Eric Benson,

Please consider this letter the formal request from North Rock Creek Public Schools to annex property for our future construction into the City of Shawnee. Attached you will find the legal description, board of education agenda and minutes approving the annexation request. Thank you for your consideration.

Respectfully,

A handwritten signature in dark ink, consisting of the letters "BM" followed by a long, horizontal, slightly wavy line that extends to the right.

Blake Moody

EXHIBIT A

DESCRIPTION OF PROPERTY

A TRACT OF LAND IN THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 S/W4) OF SECTION TWENTY (20) TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SW/4; THENCE S89 DEGREES 24' 56" W. A DISTANCE OF 601.88 FEET ALONG THE SOUTH LINE OF THE SAID SW/4 TO THE POINT OF BEGINNING; THENCE N00 DEGREES 15' 34" W A DISTANCE OF 324.05 FEET; THENCE S89 DEGREES 44' 20" W A DISTANCE OF 210.00 FEET; THENCE S00 DEGREES 15' 34" E A DISTANCE OF 325.23 FEET; THENCE N89 DEGREES 24' 56" E A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING.

PROPERTY LOCATION

Street Address: 42308 Garretts Lake Road, Shawnee, Oklahoma 74804



North Rock Creek Board of Education Special Meeting
Friday, September 28, 2018 12:00 PM
Berm Conference Room
42400 Garrett's Lake Road
Shawnee , OK 74804

Note: The North Rock Creek Board of Education may discuss, vote to approve, vote to disapprove, vote to table, or decide not to vote or take action on any item on this agenda.

1. Call to order and recording of members present and absent.
2. Board to consider and take possible action, in the absence of the President and/or Clerk, to appoint an acting President and/or acting Clerk for the School District to execute any and all documents pertaining to the bond sale.
3. Board to receive bids for the \$990,000 Building Bonds of this School District and award bonds to the lowest bidder.
4. Board to consider and take action on a resolution providing for the issuance of building bonds in the sum of \$990,000 by this school district, authorized at an election called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing for levy of an annual tax for the payment of principal and interest on the same; designating the registrar and paying agent for this issue of bonds, and fixing other details of issue.
5. Board to consider and take action on a resolution designating the general obligation bonds of 2018 as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of 1986.
6. Discussion, motion, and vote to approve property annexation into the City of Shawnee for the purpose of new construction.
7. Adjournment.

This agenda can be found on the North Rock Creek School website (www.nrcps.org) and at the front door of the Elementary Building, North Rock Creek Public Schools, Shawnee, Oklahoma, posted by 12:00 p.m. on the 25th day of September 2018, and notice of this special meeting was given to the Pottawatomie County Clerk on September 14, 2018.



Blake Moody, Superintendent

North Rock Creek Board of Education Special Meeting
Friday, September 28, 2018 12:00 PM
Berm Conference Room
42400 Garrett's Lake Road
Shawnee , OK 74804

The North Rock Creek Board of Education met in session on Friday, September 28, 2018 in the conference room of North Rock Creek School. The required notice had previously been given to the County Clerk, December 12, 2017. The agenda was posted in accordance with 25 O.S 1982, § 311 (9).

1. Call to order and recording of members present and absent.

Attendance Taken at 12:00 PM.

Brian Blansett: Present

Rick Gowin: Present

Adam Hester: Absent

Sherri Stacy: Present

Chris White: Absent

Present: 3, Absent: 2.

2. Board to consider and take possible action, in the absence of the President and/or Clerk, to appoint an acting President and/or acting Clerk for the School District to execute any and all documents pertaining to the bond sale.

Board appoints Sherri Stacy as an acting Clerk for the School District to execute any and all documents pertaining to the bond sale. This motion, made by Brian Blansett and seconded by Rick Gowin, passed.

Brian Blansett: Yea

Rick Gowin: Yea

Adam Hester: Absent

Sherri Stacy: Yea

Chris White: Absent

Yea: 3, Nay: 0, Absent: 2

3. Board to receive bids for the \$990,000 Building Bonds of this School District and award bonds to the lowest bidder.

Board awarded First United Bank & Country Club Bank of Kansas City the bond @ 2.79%. This motion, made by Brian Blansett and seconded by Sherri Stacy, passed.

Brian Blansett: Yea

Rick Gowin: Yea

Adam Hester: Absent

Sherri Stacy: Yea

Chris White: Absent

Yea: 3, Nay: 0, Absent: 2

4. Board to consider and take action on a resolution providing for the issuance of building bonds in the sum of \$990,000 by this school district, authorized at an election called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing for levy of an annual tax for the payment of principal and interest on the same; designating the registrar and paying agent for this issue of bonds, and fixing other details of issue.

Board authorized to consider providing the issuance of building bonds in the sum of \$990,000 by this school district. This motion, made by Sherri Stacy and seconded by Brian Blansett, passed.

Brian Blansett: Yea

Rick Gowin: Yea

Adam Hester: Absent

Sherri Stacy: Yea

Chris White: Absent

Yea: 3, Nay: 0, Absent: 2

5. Board to consider and take action on a resolution designating the general obligation bonds of 2018 as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

Board approved a resolution designating the general obligation bonds of 2018 as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of 1986. This motion, made by Sherri Stacy and seconded by Brian Blansett, passed.

Brian Blansett: Yea

Rick Gowin: Yea

Adam Hester: Absent

Sherri Stacy: Yea

Chris White: Absent

Yea: 3, Nay: 0, Absent: 2

6. Discussion, motion, and vote to approve property annexation into the City of Shawnee for the purpose of new construction.

Motion to approve property annexation into the City of Shawnee for the purpose of new construction. This motion, made by Rick Gowin and seconded by Sherri Stacy, passed.

Brian Blansett: Yea

Rick Gowin: Yea

Adam Hester: Absent

Sherri Stacy: Yea

Chris White: Absent

Yea: 3, Nay: 0, Absent: 2

7. Adjournment.

Motion made to adjourn at 12:30 PM. This motion, made by Brian Blansett and seconded by Rick Gowin, passed.

Brian Blansett: Yea

Rick Gowin: Yea

Adam Hester: Absent

Sherri Stacy: Yea

Chris White: Absent

Yea: 3, Nay: 0, Absent: 2

 9-28-18

1. ABSTRACT OF TITLE OR ATTORNEY'S TITLE OPINION NOT MAILED TO SAVORER AT DATE OF SAVOR.
2. THIS FIRM WAS NOT CONNECTED TO RESEARCH EXHIBITS OR ENCUMBRANCES BY RECORD, NO ATTEMPT TO HAVE THE RECORD RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF LOS ANGELES, NOR TO HAVE THE SUBJECT TITLE THAT ARE NOT SUFFICIENT BY THE FIRM.
3. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN (CALL "GAS" BEFORE DIGGING)
4. THE VERTICAL DATA FOR THE SAVOR IS BASED ON GPS DATA (NAD83).
5. THE HORIZONTAL DATA FOR THE SAVOR IS BASED ON THE CALIFORNIA STATE PLAT COMPASS SYSTEM WORK.

This is a detailed topographic map of a construction site. The map features contour lines indicating elevation, with labels such as 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280, 290, 300, 310, 320, 330, 340, 350, 360, 370, 380, 390, 400, 410, 420, 430, 440, 450, 460, 470, 480, 490, 500, 510, 520, 530, 540, 550, 560, 570, 580, 590, 600, 610, 620, 630, 640, 650, 660, 670, 680, 690, 700, 710, 720, 730, 740, 750, 760, 770, 780, 790, 800, 810, 820, 830, 840, 850, 860, 870, 880, 890, 900, 910, 920, 930, 940, 950, 960, 970, 980, 990, 1000, 1010, 1020, 1030, 1040, 1050, 1060, 1070, 1080, 1090, 1100, 1110, 1120, 1130, 1140, 1150, 1160, 1170, 1180, 1190, 1200, 1210, 1220, 1230, 1240, 1250, 1260, 1270, 1280, 1290, 1300, 1310, 1320, 1330, 1340, 1350, 1360, 1370, 1380, 1390, 1400, 1410, 1420, 1430, 1440, 1450, 1460, 1470, 1480, 1490, 1500, 1510, 1520, 1530, 1540, 1550, 1560, 1570, 1580, 1590, 1600, 1610, 1620, 1630, 1640, 1650, 1660, 1670, 1680, 1690, 1700, 1710, 1720, 1730, 1740, 1750, 1760, 1770, 1780, 1790, 1800, 1810, 1820, 1830, 1840, 1850, 1860, 1870, 1880, 1890, 1900, 1910, 1920, 1930, 1940, 1950, 1960, 1970, 1980, 1990, 2000, 2010, 2020, 2030, 2040, 2050, 2060, 2070, 2080, 2090, 2100, 2110, 2120, 2130, 2140, 2150, 2160, 2170, 2180, 2190, 2200, 2210, 2220, 2230, 2240, 2250, 2260, 2270, 2280, 2290, 2300, 2310, 2320, 2330, 2340, 2350, 2360, 2370, 2380, 2390, 2400, 2410, 2420, 2430, 2440, 2450, 2460, 2470, 2480, 2490, 2500, 2510, 2520, 2530, 2540, 2550, 2560, 2570, 2580, 2590, 2600, 2610, 2620, 2630, 2640, 2650, 2660, 2670, 2680, 2690, 2700, 2710, 2720, 2730, 2740, 2750, 2760, 2770, 2780, 2790, 2800, 2810, 2820, 2830, 2840, 2850, 2860, 2870, 2880, 2890, 2900, 2910, 2920, 2930, 2940, 2950, 2960, 2970, 2980, 2990, 3000, 3010, 3020, 3030, 3040, 3050, 3060, 3070, 3080, 3090, 3100, 3110, 3120, 3130, 3140, 3150, 3160, 3170, 3180, 3190, 3200, 3210, 3220, 3230, 3240, 3250, 3260, 3270, 3280, 3290, 3300, 3310, 3320, 3330, 3340, 3350, 3360, 3370, 3380, 3390, 3400, 3410, 3420, 3430, 3440, 3450, 3460, 3470, 3480, 3490, 3500, 3510, 3520, 3530, 3540, 3550, 3560, 3570, 3580, 3590, 3600, 3610, 3620, 3630, 3640, 3650, 3660, 3670, 3680, 3690, 3700, 3710, 3720, 3730, 3740, 3750, 3760, 3770, 3780, 3790, 3800, 3810, 3820, 3830, 3840, 3850, 3860, 3870, 3880, 3890, 3900, 3910, 3920, 3930, 3940, 3950, 3960, 3970, 3980, 3990, 4000, 4010, 4020, 4030, 4040, 4050, 4060, 4070, 4080, 4090, 4100, 4110, 4120, 4130, 4140, 4150, 4160, 4170, 4180, 4190, 4200, 4210, 4220, 4230, 4240, 4250, 4260, 4270, 4280, 4290, 4300, 4310, 4320, 4330, 4340, 4350, 4360, 4370, 4380, 4390, 4400, 4410, 4420, 4430, 4440, 4450, 4460, 4470, 4480, 4490, 4500, 4510, 4520, 4530, 4540, 4550, 4560, 4570, 4580, 4590, 4600, 4610, 4620, 4630, 4640, 4650, 4660, 4670, 4680, 4690, 4700, 4710, 4720, 4730, 4740, 4750, 4760, 4770, 4780, 4790, 4800, 4810, 4820, 4830, 4840, 4850, 4860, 4870, 4880, 4890, 4900, 4910, 4920, 4930, 4940, 4950, 4960, 4970, 4980, 4990, 5000, 5010, 5020, 5030, 5040, 5050, 5060, 5070, 5080, 5090, 5100, 5110, 5120, 5130, 5140, 5150, 5160, 5170, 5180, 5190, 5200, 5210, 5220, 5230, 5240, 5250, 5260, 5270, 5280, 5290, 5300, 5310, 5320, 5330, 5340, 5350, 5360, 5370, 5380, 5390, 5400, 5410, 5420, 5430, 5440, 5450, 5460, 5470, 5480, 5490, 5500, 5510, 5520, 5530, 5540, 5550, 5560, 5570, 5580, 5590, 5600, 5610, 5620, 5630, 5640, 5650, 5660, 5670, 5680, 5690, 5700, 5710, 5720, 5730, 5740, 5750, 5760, 5770, 5780, 5790, 5800, 5810, 5820, 5830, 5840, 5850, 5860, 5870, 5880, 5890, 5900, 5910, 5920, 5930, 5940, 5950, 5960, 5970, 5980, 5990, 6000, 6010, 6020, 6030, 6040, 6050, 6060, 6070, 6080, 6090, 6100, 6110, 6120, 6130, 6140, 6150, 6160, 6170, 6180, 6190, 6200, 6210, 6220, 6230, 6240, 6250, 6260, 6270, 6280, 6290, 6300, 6310, 6320, 6330, 6340, 6350, 6360, 6370, 6380, 6390, 6400, 6410, 6420, 6430, 6440, 6450, 6460, 6470, 6480, 6490, 6500, 6510, 6520, 6530, 6540, 6550, 6560, 6570, 6580, 6590, 6600, 6610, 6620, 6630, 6640, 6650, 6660, 6670, 6680, 6690, 6700, 6710, 6720, 6730, 6740, 6750, 6760, 6770, 6780, 6790, 6800, 6810, 6820, 6830, 6840, 6850, 6860, 6870, 6880, 6890, 6900, 6910, 6920, 6930, 6940, 6950, 6960, 6970, 6980, 6

CONSTRUCTION FROM

**BEFORE
YOU DIG**

A cartoon character wearing a hard hat and holding a shovel, standing next to a large 'No Dig' symbol. The symbol consists of a circle with a diagonal slash over a shovel icon.

1.800.629.6443
CALL ONCE

Utility Statement

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY, INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES ARE SHOWN CORRECT. NO GUARANTEE IS MADE THAT THE UTILITIES SHOWN ARE THE ONLY UTILITIES. THE SURVEYOR SHOWS ONLY WHAT IS KNOWN OR REASONABLY KNOWN. THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH HE DOES CERTIFY THAT THE ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE, THE SURVEYOR WAS NOT PHYSICALLY LOCATED AND UNDERGROUND UTILITIES.

Benchmark Notes

3/8" Ion Pin	3/8" Ion Pin
ELEV=1012.41	ELEV=1006.29
N=757218.0100	N=757900.8240
E=22982777.2340	E=2293262.1011

BY: Cliff Bennett
CLIFF BENNETT
REGISTERED PROFESSIONAL LAND SURVEYOR
IDAHO NO. 1815

WE, BENNETT SURVEYING, INC., HEREBY CERTIFY THAT THE TOPOGRAPHIC INFORMATION HEREON REPRESENTS A SURVEY PERFORMED UNDER OUR DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE.

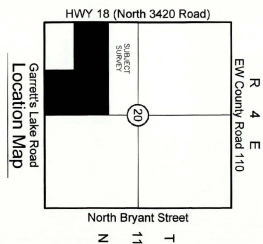
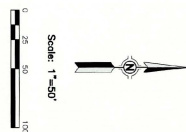
THIS TOPO SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 1ST DAY OF FEBRUARY, 2018.

Topographic Survey
of A Part of
Rock Creek Public Schools
Pottawatomie County, Oklahoma

Legal	Description
1286-22	A TRACT OF LAND LOCATED IN SECTION TWENTY (20), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE 10 TH MERIDIAN, POTOMAC COUNTY, OKLAHOMA, MEASURING 900.77 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) THENCE NORTH 688.65 FEET THENCE EAST 1290.26 FEET THENCE SOUTH 833.01 FEET THENCE WEST 1286.22 FEET TO THE POINT OF BEGINNING, CONTAINING 1.69 ACRES, MORE OR LESS, LESS 37 ACRES TO THE STATE.

Legal Description



REVISIONS	BY	DATE
-	-	-

FILE:	1104-20	SURVEY BY:	SSI	DATE:	02/01/18
DRAWN:	180271	DRAWN BY:	BAP	SCALE:	1" = 50'
SHEET:	01/29/17	CHECKED BY:	DOB	SHEET	1 OF 2



BENNETT
SURVEYING, INC.

100 W. 10th St., Suite 200, St. Louis, MO 63102
P: 314.481.1234 F: 314.481.1235
E: info@bennettsurveying.com W: www.bennettsurveying.com

City of Shawnee

Notice and Public Hearing

Annexation Request

Applicant: North Rock Creek School, 42308 Garrett's Lake Road, Shawnee, OK.

Size: 1.57 acres

Proposed Use: Construction of administrative building

Property Ownership: All land proposed for annexation is owned by First United Bank.

Hearing Information: The Shawnee City Commission will consider the annexation request and conduct a public hearing on November 5th, 2018 at 6:00 PM at Shawnee City Hall, Commission Chambers, 16 W. 9th, Shawnee, OK.

For information or to view the file, please contact:

Shawnee Planning Department
222 N. Broadway
Shawnee, OK 74801
(405) 878-1665
Hours: M-F, 8-5

General Location: The site is located immediately due west of the existing elementary school, which is located at 42400 Garrett's Lake Road, Shawnee, OK. See legal description and map below.

Legal Description:

A TRACT OF LAND IN THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 S/W4) OF SECTION TWENTY (20) TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SW/4; THENCE S89 DEGREES 24' 56" W. A DISTANCE OF 601.88 FEET ALONG THE SOUTH LINE OF THE SAID SW/4 TO THE POINT OF BEGINNING; THENCE N00 DEGREES 15' 34" W A DISTANCE OF 324.05 FEET; THENCE S89 DEGREES 44' 20" W A DISTANCE OF 210.00 FEET; THENCE S00 DEGREES 15' 34" E A DISTANCE OF 325.23 FEET; THENCE N89 DEGREES 24' 56" E A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING.

North Rock Creek School Annexation Request

Legend

 Property to be annexed



Harrison Avenue

Garretts Lake Road



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

ORDINANCE NO. _____NS

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

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

SECTION 1. That pursuant to the provisions of 11 Oklahoma Statute Section 21-101 et seq. and the written request of one-hundred percent of owners of the following described property located outside the present boundaries of the City of Shawnee, Oklahoma:

A TRACT OF LAND IN THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 S/W4) OF SECTION TWENTY (20), TOWNSHIP ELEVEN (11) NOR1H, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SW/4; THENCE S89 DEGREES 24' 56" W. A DISTANCE OF 601.88 FEET ALONG THE SOUTH LINE OF THE SAID SW/4 TO THE POINT OF BEGINNING; THENCE N00 DEGREES 15' 34" W A DISTANCE OF 324.05 FEET; THENCE S89 DEGREES 44' 20" W A DISTANCE OF 210.00 FEET; THENCE S00 DEGREES 15' 34" E A DISTANCE OF 325.23 FEET; THENCE N89 DEGREES 24' 56" E A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.57 ACRES.

is hereby annexed into the corporate limits of the City of Shawnee, Oklahoma, pursuant to the provisions of law applicable thereto, and zoned as C-2; Limited Office District.

Section 2. That the "City Map of the City of Shawnee, Oklahoma" be amended accordingly to reflect said annexation.

Section 3. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. That the provisions of this ordinance are severable, and if any part or provision hereof shall be held void, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

PASSED AND APPROVED this ____ day of _____, 2018.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2018.

JOSEPH VORNDRA, CITY ATTORNEY

Regular Board of Commissioners

10.

Meeting Date: 11/05/2018

Financing

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Discussion and possible action to move forward with proposed financing related to capital projects.

Staff Recommendation

Attachments

Financial Memo



Date: November 5, 2018

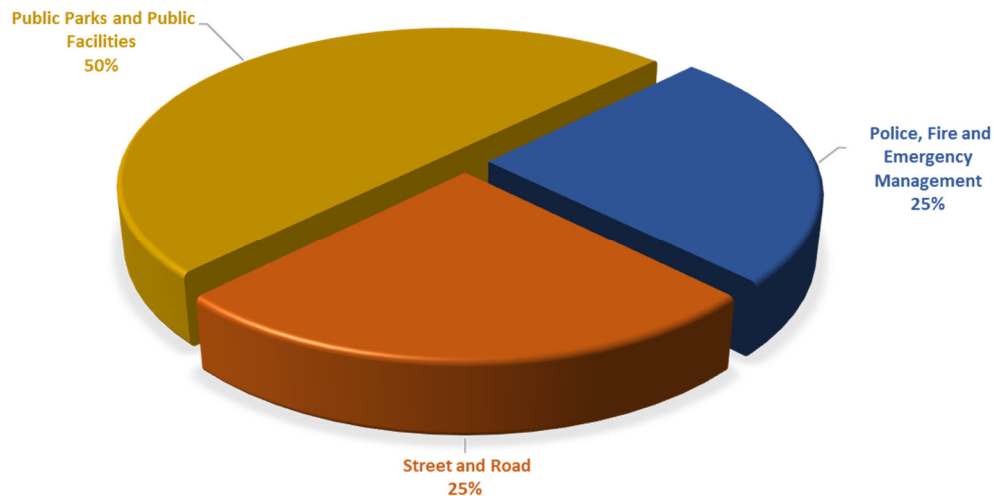
To: Honorable Mayor and City Commissioners

From: Chance Allison, CPA, Finance Director and City Treasurer

Subject: Consideration of Potential Financing for Capital Improvements Related to Ordinance 2633NS

ORDINANCE 2633NS BACKGROUND:

Ordinance 2633NS, commonly known as the City of Shawnee Sales Tax Ordinance of 2018 (thereafter, the “Ordinance”) was passed on June 26, 2018 by a vote of the electors of the City of Shawnee to impose a one half of one percent (0.50%) excise tax, effective October 1, 2018 through September 30, 2028, to be levied in addition to any and all other excise taxes which were currently in force. The purpose of the Ordinance was to provide revenues for the funding of capital expenditures and/or for the payment of debt service in connection with obligations and their related debt issuance costs issued to finance said capital expenditures related to the Ordinance. The Ordinance directs one eighth of one percent (0.125%) to be expended for police, fire and emergency management capital expenditures, one eighth of one percent (0.125%) to be expended for street and road project capital expenditures, and one quarter of one percent (0.25%) to be expended for public parks and public facilities capital expenditures, as follows:



ORDINANCE REVENUES:

The City of Shawnee annual tax base as of June 2018, when the Ordinance was passed by a vote of the electors, was approximately \$600,380,000 based on actual sales tax collections during fiscal year 2018. Assuming no incremental increases in the annual tax base, the Ordinance is estimated to provide an approximated \$3,000,000 annually in additional revenues and \$30,000,000 over the 10-year Ordinance period, to be expended as indicated above.

Consideration of Potential Financing for Capital Improvements Related to Ordinance 2633NS, continued:

ORDINANCE ANTICIPATED CAPITAL PROJECTS:

On April 2, 2018, the Commission approved the following list of anticipated capital projects:

CAPITAL IMPROVEMENT / ENHANCEMENT		ALLOCATION
Police, Fire and Emergency Management		
Police Department Headquarters	\$	3,200,000
Fire Station No. 1 and 3 Improvements		1,750,000
Police patrol vehicles (25)		1,250,000
Fire Engine		750,000
Fire Training Structure		300,000
Emergency Warning System Enhancements		250,000
Subtotal	\$	7,500,000
Streets and Roads		
Major improvements to 45th Street from west of Kickapoo to east of Harrison	\$	3,500,000
Pavement overlays and panel replacements (implement master plan)		4,000,000
Subtotal	\$	7,500,000
Public Parks and Public Facilities		
Implement Phase 1 – Parks Master Plan Design	\$	7,000,000
EXPO Enhancements/Remodel		3,500,000
Construct Sidewalks and Trails		1,750,000
Library Roof and Remodel		1,000,000
Senior Center Roof and Remodel		1,000,000
Community Center Roof and Remodel		350,000
Santa Fe Depot Roof and Remodel		400,000
Subtotal	\$	15,000,000
TOTAL	\$	30,000,000

While these projects are anticipated, the allocated costs are based on significant project cost estimates and detailed engineering and/or architectural plans will be required for the above capital construction projects. Generally, history has proven overall construction cost indexes continue to inflate through the passage of time due to rising labor and material acquisition costs. The City of Shawnee has two major project funding options to begin delivering on the anticipated projects: (a) pay-as-you-go and (b) debt financing. Pay-as-you-go financing would consist of pooling or “saving” the revenues until the appropriate funds were accumulated to fund the projects with cash. Debt financing would consist of borrowing all or a portion of the anticipated project costs to deliver the anticipated capital improvements to the City during the earlier stage of the Ordinance period and using the Ordinance revenues to repay the debt financing over the life of the Ordinance. In addition to faster project delivery, debt financing allows the City to lock in the lower cost of construction using today's prices.

Consideration of Potential Financing for Capital Improvements Related to Ordinance 2633NS, continued:

POTENTIAL FINANCING OPPORTUNITY:

As discussed above, the City can realize various advantages related to construction costs and timing to finance the anticipated projects in the earlier stage of the Ordinance. During calendar year 2018 the City of Shawnee and its associated authorities did not participate in any financing arrangements which opens up the opportunity to finance a portion of the Ordinance anticipated projects on a bank qualified basis under the rules of Title 26 United States Code § 265 (thereafter, the “Code”). In general, the Code allows for up to \$10,000,000 in qualified tax-exempt obligations to be issued during any calendar year. Bank qualified tax-exempt obligations have certain tax advantages for financial institutions who pass the savings onto borrowers in the form of lower interest rates.

In order for the City to take advantage of the lower rate financing opportunity, a bank qualified financing arrangement would require to close on or before December 31, 2018. Repayment of the obligation would be funded through Ordinance revenues as allowed by Section 3 of the Ordinance.

STAFF RECOMMENDATION:

Staff recommends the Commission approve a motion to allow staff to direct the City’s financial advisors to begin the bid process for a bank qualified tax-exempt financing up to \$10,000,000.

Regular Board of Commissioners

11.a.

Meeting Date: 11/05/2018

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

City Manager Executive Search Firm (Open)

Staff Recommendation

Attachments

Notice & RFP

Plan Holders List



Request for Professional Services

The City of Shawnee is requesting proposals from Executive Search firms to provide professional assistance to the Mayor and City Commission of Shawnee, Oklahoma, to fill the vacancy of City Manager. All proposals must be returned by November 5th, 2018 by 4:00 pm to City Clerk's office, City of Shawnee, 16 W 9th Street, Shawnee, OK 74801. Phone: 405-878-1609

Instructions and bid documents are available to qualified bidders from Tamera Johnson, HR Director, 16 W 9th Street, Shawnee OK 74801 from 8:00 am to 5:00 pm Monday through Friday or email tjohnson@shawneeok.org.

Mailed in proposals or proposals hand delivered directly to the City Clerk's Office are to be received in sealed envelopes with the name of the Proposer, RFP number (CM-001-2018), project name (City Manager Executive Search) and closing date plainly stated on the face of the sealed envelope. When submitting more than one (1) proposal, they should be in separate envelopes. All costs associated directly or indirectly with responding to this RFP including but not limited to, preparation of a response, any oral presentation or meetings required to supplement and/or clarify a proposal, which may be required by the City shall be the sole responsibility of and shall be borne by the respondent.

All proposals must be signed and the non-collusion affidavit form must be executed and notarized at time of RFP submission.

Proposals will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9th Street Shawnee, Oklahoma 74801, at 6:00 p.m., Monday, November 5, 2018.

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



(SEAL)
ATTEST:

Lisa Lasyone
Lisa Lasyone, CMC, City Clerk

CITY OF SHAWNEE, A Municipal Corporation

By: _____

S. Eric Benson
S. Eric Benson, Interim City Manager

REQUEST FOR PROFESSIONAL SERVICES PROPOSAL

CITY OF SHAWNEE

City Clerk's Office

16 W 9th Street, Shawnee, Oklahoma 74801

PHONE (405) 878-1609

CLOSING DATE: Nov 5, 2018

CLOSING TIME: 4:00 PM

Request for Proposal for Executive Search Services for the City of Shawnee

The Request for Professional Services Proposal is part of a competitive procurement process which will facilitate a fair opportunity for qualified firms to offer their plans and services for consideration. The process of competitive negotiation being used should not be confused with competitive sealed bidding where goods and services can be precisely described and price is generally the determination factor. The competitive Request for Proposal will provide the City the flexibility to negotiate with firms to arrive at a mutually agreeable relationship, where price alone is not the major determination factor; however, price will be a priority factor.

Organization of Request for Proposal

Page No.

1 - PURPOSE	2
2 - AWARD	2
3 - RFP ORGANIZATION SUBMITTAL	2-3
4 - CUSTOMER REFERENCES	3
5 - TERMS & CONDITIONS	3
6 - RFP STATUS	4-5
7 - SPECIFICATIONS AND OFFER	4-5
8 - NON-COLLUSION AFFIDAVIT	6

FOR QUESTIONS REGARDING THIS RFP CONTACT TAMERA JOHNSON AT (405) 878-1626.

_____, of lawful age, being first duly sworn, on oath, says:

(s)he is the agent authorized by the bidder to submit the attached RFP. Affiant further states that the bidder has not been a part to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or refrain from bidding; or with any city or town official or employee of the City of Shawnee, Oklahoma, as to quantity, quality or price in the prospective contract, or any other terms or said prospective contract; or in any discussion between bidders and any city or town official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

COMPANY NAME

COMPANY REPRESENTATIVE'S SIGNATURE

FAX NUMBER

ADDRESS

CITY STATE ZIP

Subscribed and sworn before me this _____ day of

TOLL FREE TELEPHONE NUMBER

_____, 20____

TELEPHONE NUMBER

NOTARY PUBLIC

FEDERAL EMPLOYER IDENTIFICATION NUMBER

My Commission Expires: _____

REQUEST FOR PROFESSIONAL SERVICES PROPOSAL

CITY OF SHAWNEE

City Clerk's Office

16 W 9th Street, Shawnee, Oklahoma 74801

PHONE (405) 878-1609

CLOSING DATE: Nov 5, 2018

CLOSING TIME: 4:00 PM

1. Purpose:

- 1.1 In response to the resignation of the current City Manager in September, 2018; the City of Shawnee is requesting proposals from Executive Search firms to provide professional assistance to the Mayor and City Commission of Shawnee, Oklahoma, to fill the vacancy of City Manager.

2. Award:

- 2.1. The City reserves the right to award this contract, not necessarily to the firm with the lowest cost, but to the firm that best meets the requirements and needs of the City as determined by the City.
- 2.2. Upon submission of the responses to this RFP, the City will evaluate the responses of the firms. Interviews with the finalists may be conducted by the City.

3. RFP Organization/Submittal:

- 3.1 One (1) unbound original and seven (7) bound copy(ies) of proposal(s) should be mailed or hand delivered no later than the closing date and time to the following location:

City Clerk's Office
City of Shawnee
16 W 9th Street
Shawnee, OK 74801
Phone (405) 878-1609

- 3.2 All proposals must be delivered to the City Clerk's Office for the City of Shawnee before the FINAL CLOSING DATE AND HOUR as shown on this RFP. Proposals received AFTER the time set for receipt of proposals WILL NOT BE CONSIDERED.
- 3.3 Mailed in proposals or proposals hand delivered directly to the City Clerk's Office are to be received in sealed envelopes with the name of the Proposer, RFP number (CM-001-2018), project name (City Manager Executive Search) and closing date plainly stated on the face of the sealed envelope. When submitting more than one (1) proposal, they should be in separate envelopes. All costs associated directly or indirectly with responding to this RFP including but not limited to, preparation of a response, any oral presentation or meetings required to supplement and/or clarify a proposal, which may be required by the City shall be the sole responsibility of and shall be borne by the respondent.
- 3.4 Proposals are to be original and hard copy. Facsimile proposals will not be accepted.
- 3.5 The proposal shall be in the specific format prescribed herein. Proposals should not contain promotional or display materials, and all material shall pertain to the requirements. Proposals shall be straightforward, providing a concise description of the proposer's ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content. Submitted proposals are subject to release under the Oklahoma Open Records Act.
- 3.6 Failure to provide required data to allow for evaluation of proposal or failure to complete the RFP form(s) may be grounds for rejecting the RFP.
- 3.7 All proposals must be signed and the non-collusion affidavit form must be executed and notarized at time of RFP submission.
- 3.8 Inquiries: Inquiries should be submitted in writing by mail or e-mail:

City of Shawnee
Tamera Johnson, Human Resources Director
16 W 9th Street
Shawnee, OK 74801
Email: tjohnson@Shawneeok.org

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3.9 Schedule of Events:

Proposal Issued	10/01/2018
Proposal(s) Due	11/05/2018
Anticipated Date of Award	11/19/2018

4. Customer References:

4.1 **Provide the names and phone numbers of five (5) references for which the responder has provided executive search services, including municipalities. Include a brief description of each project with the proposal.**

4.2 Company Name	Contact	Phone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Terms & Conditions:

- 5.1 Terms and conditions below will govern the submission and evaluation of proposals and the award. Bidders are requested to carefully review the following:
- 5.1.1 Award Status: The response to this RFP will be considered as a legal offer to contract. An acceptance of any proposal will be issued by the City of Shawnee in accordance with the following paragraphs of this section and constitutes a legal and binding contract.
 - 5.1.2 Contract Format/Requirements: The resulting City acceptance will incorporate this Request for Proposal. All additional agreement(s) and stipulations and the results of any final negotiations will be incorporated. The only valid conditions of the contract are the ones contained within this specification and proposal.
 - 5.2 Contract Modification: All modifications and/or changes to the contract must be agreed to in writing by both parties and approved by the City prior to executing any change.
 - 5.3 Contract Termination: The City may terminate any resulting contract for cause by providing a Show Cause Letter to the contractor citing the instances of noncompliance with the contract.
 - 5.3.1 If the noncompliance is not cured within 15 days, the City may terminate the contract.
 - 5.3.2 The City reserves the right to terminate the contract for convenience by providing fifteen (15) days written notice to the contractor.
 - 5.4 Conflict of Interest: In the event there is a potential or actual conflict of interest, the vendor(s) shall provide full disclosure to the City of Shawnee. The City shall determine if the conflict, whether potential or actual, is material.
 - 5.5 Disclosure of Proposal Content: All proposals become a matter of public record once opened. Proposals with information marked "confidential" will be rejected upon discovery of such statement. By submitting a proposal, a proposer specifically assumes any and all risks and liabilities associated with the information contained in the proposal and the release of that information.

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- 5.6 Choice of Law and Venue: The resulting contract shall be construed under the laws of the State of Oklahoma and venue in any action and/or litigation commenced to enforce the contract shall be instituted in the appropriate courts in Pottawatomie County, in the State of Oklahoma.
- 5.7 Federal, State and Local Laws and Regulations: The successful contractor will comply with all laws and regulations on taxes, licenses and permits.

6. RFP Status:

6.1 City of Shawnee Rights:

- 6.1.1 The City of Shawnee and its designees reserve the right to determine whether a proposal is responsive and has the ability and resources to perform the contract in full and comply with the specifications.
- 6.1.2 The City reserves the right to reject proposal which incorporates counter proposals and conditions in the form of vendor's pre-printed clauses.
- 6.1.3 The City reserves the right to accept or reject all or part of any proposal, waive informalities, minor irregularities or substitute items as desired if deemed in the best interest of the City, therefore selecting the optimum proposal or issue a new RFP.
- 6.1.4 The City reserves the right to reject proposals when procedures stated within are not followed.

- 6.2 Effective Period: Proposals submitted must remain in effect for a period of sixty (60) days after the closing date. An award will be signed and issued within that time or at a negotiated later date.

- 6.3 Withdrawal of Proposals: Proposals may be withdrawn at any time prior to the closing date, however, the City reserves the right to withdraw vendor(s) from future proposals who have withdrawn a proposal after the closing date and prior to the effective period of RFP without the City's approval.

- 6.4 Changes: It shall be the proposer's responsibility to bring to the attention of the City any discrepancies in, omissions from or errors in the documents, or enhancements which would be in the best interest of the City, or if they are in doubt as to the meaning of any part of this RFP.

- 6.5 Examinations: Before submitting a proposal, contractor shall thoroughly examine the RFP as well as location and otherwise be fully informed as to all existing conditions and limitations.

- 6.6 Modifications of RFP: Oral modifications will not be considered. Any bidder may modify their RFP in writing prior to date and time of RFP closing. Only modifications received in sealed envelopes with RFP number, closing date and project name clearly marked on outside will be accepted. Written confirmation must be received under the same signature as prior submitted RFP. All modifications are to be clearly numbered and dated as to determine the final one.

- 6.7 Sales Tax Exemption: All proposals must be submitted exclusive of Federal Excise Tax and Oklahoma State Tax. The City of Shawnee is exempt from Federal Excise Tax and Oklahoma State Tax. When proof of a tax exemption status is required, a notation should be made on this RFP and an Exemption Letter shall be furnished.

7. Specifications and RFP Offer:

- 7.1 Scope of Work: The successful provider shall be required to provide, at minimum, the following service(s) to assist the Mayor and City Commission in selecting the ideal candidate:
- 7.1.1 Working with elected officials and others deemed appropriate, profile the City's needs into a detailed recruiting strategy to support a nationwide search. This shall include, but not be limited to:
- 7.1.1.1 Develop a community profile to be used to attract qualified applicants.
- 7.1.1.2 Develop a statement of significant challenges the new city manager will face upon taking office.
- 7.1.1.3 Develop a position profile to include desired management style, personality traits, preferred experience, salary and benefits offered, etc.

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- 7.1.2 Prepare a recruitment brochure to be used to attract qualified applicants, said brochure to be approved by the Mayor and City Commission prior to distribution.
- 7.1.3 Conduct an aggressive and proactive recruiting campaign including, but not limited to, placement of ads in appropriate publications, on-line job services, etc.
- 7.1.4 Network to attract applicants who meet the job description, background, and qualifications who might otherwise not apply.
- 7.1.5 Receive all applications/resumes. The City of Shawnee will refer interested parties to the Search Firm. Interested parties who do not apply through the search firm will not be considered applicants.
- 7.1.6 Screen and evaluate applicants to match the recruitment profile.
- 7.1.7 Provide the Mayor and City Commission with access to all applicant information with a comparison of applicable qualifications.
- 7.1.8 Work with the Mayor and City Commission to screen applicants into a list of finalists.
- 7.1.9 Conduct extensive background checks on finalist candidates to include criminal; credit; education verification; previous employment verification and references.
- 7.1.10 Assist the Mayor and City Commission in preparing for the interview process.
- 7.1.11 Assist the Mayor and City Commission in negotiation of an employment agreement.
- 7.2 Proposal Format: Each proposal submitted should include the following:
 - 7.2.1 A statement of qualifications, history and experience of the firm.
 - 7.2.2 Identification of key personnel who will be assigned to the project and the specific role of each individual, along with a brief professional resume for each person.
 - 7.2.3 A step by step analysis of the firm's methodology to be employed in each step of the process.
 - 7.2.4 Anticipated timelines for accomplishment of each step.
 - 7.2.5 Project description as referenced in Section 4.1.
 - 7.2.6 Non-collusion affidavit.
 - 7.2.7 Fee Proposal, as described in 7.3.
- 7.3 Fee Proposal: The fee proposal submitted shall include, at minimum, the following:
 - 7.3.1 Fees for services rendered for the total scope of work.
 - 7.3.2 Direct expense reimbursement such as travel.
 - 7.3.3 Any indirect expenses.
 - 7.3.4 Total expected fee inclusive of services and expenses.

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NON-COLLUSION AFFIDAVIT To Accompany Contractor's Bid

STATE OF _____)

) ss:

COUNTY OF _____)

(Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

1. I am the duly authorized agent of _____ (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
2. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

Signature of Authorized Agent

Title (printed)

Subscribed and sworn to before me this _____ day of _____, 2018.

(SEAL)

My commission expires:

Notary Public

[illegible]

Regular Board of Commissioners

12.a.

Meeting Date: 11/05/2018

Engineering Rpt

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Explanation

Engineering Projects – Assistant City Engineer Michael Ludi

Staff Recommendation

Attachments

No file(s) attached.
