

AGENDA
BOARD OF CITY COMMISSIONERS
September 18, 2017 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Minutes for August 21, 2017 regular meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for August 2017
 - Project Payment Report for August 2017
 - Shawnee Civic and Cultural Development Authority Minutes from May 18, 2017 and June 15, 2017 meetings
 - Traffic Commission Minutes from June 27, 2017 meeting
 - Planning Commission Minutes from August 2, 2017 meeting
 - c. Authorize the Parks Department to purchase a one-half ton 4x4 pickup at the state bid price of \$25,827.00 from Hudiburg Chevrolet Fleet Services for use at the Shawnee Twin Lakes.
 - d. Approve a Memorandum of Understanding with the City of Oklahoma City to renew an Inter-Governmental Agreement for Regional Household Hazardous Waste Collection and Management Project regarding hazardous waste disposal.
 - e. Budget Amendment – Street Fund
To amend budget for the AARP Grant traffic circle, no matching funds
 - f. Budget Amendment – Fund 104
To adjust Fund 104 for Expo renovations that did not finish by June 30, 2017
 - g. Budget Amendment – Capital Fund
To amend budget for loan proceeds for the fire trucks and Station No. 2
 - h. Authorize Staff to approve Service Agreement with Motorola Solutions for update and maintenance on Repeater Tower Site Equipment and Dispatch Consoles.

- i. Accept public improvements, i.e. sanitary sewer, water line, and paving for the Shawnee Park Addition, placing maintenance bonds into effect.

- j. Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 4 Skipper Tract, 16612 Archery Range Road

From: Sally Cole and Paula Hardeman

To: Randy E. Wolfe

Lot 8 Belcher Tract, 15509 Nickens Road

From: Latta Family Trust

To: Robert and Traci Murphy

- k. Mayor's Appointments

Shawnee Beautification Committee

Debi Renegar 1st Full Term

Expires 1/1/2021

Appointment to New Committee

- l. Traffic Commission Recommendations

- 1. Approval of June 27, 2017 Minutes.

STAFF RECOMMENDATION: Staff recommends approval of request.

BOARD RECOMMENDATION: Board recommends approval of request.

- 2. Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison.

STAFF RECOMMENDATION: Staff recommends approval of request.

BOARD RECOMMENDATION: Board recommends denial of request.

- 2. Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

- 3. Commission Appointment of a Vice Mayor (per Article III, Section 6 of City Charter).

- 4. Presentation by City Manager to Employee of the Month, Jarrod Jackson, Street Department.

- 5. Presentation and acknowledgment of award of the American Association of Retired Persons (AARP) Community Challenge grant, funding the installation of a mini-traffic circle at the intersection of Burns Street and Chapman Avenue.

- 6. Public hearing and consideration of an ordinance to rezone with a conditional use permit for property located 16712 Magnino Road to allow for a bed and breakfast. Case No. P10-17. Applicant: Lora Davis

- 7. Discussion, consideration and possible action to approve an agreement with Excel Auction to auction surplus City property.

8. Consider approval of Change Order No. 1 for Fire Station No. 2 Rehab Project. *(Attachment(s) to be provided at time of meeting.)*
9. Acknowledge Sales Tax Report received September 2017.
10. City Manager Report
11. Administrative Reports
 - a. Parks and Recreation – James Bryce, Director of Operations
12. New Business

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

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

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

Meeting Date: 09/18/2017

CC Minutes 08-21-2017

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes for August 21, 2017 regular meeting.

AttachmentsCC Minutes 08-21-2017

BOARD OF CITY COMMISSIONERS PROCEEDINGS
AUGUST 21, 2017 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, August 21, 2017 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Finley presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley
Mayor

Dub Bushong
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Lesa Shaw
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Lord's Prayer

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the August 7, 2017 regular meeting.
- b. Acknowledge resignation of Susie Clinard from the Planning Commission.
- c. Acknowledge waiving Sections 8-431 and 8-434 of the Code of the City of Shawnee involving Garage Sale licenses and fees for the days of September 29 – October 1, 2017.

- d. Mayor's Appointments
Shawnee Beautification Committee
Joe Harbeson 1st Full Term Expires 1/1/2021
Appointment to New Committee

A motion was made by Vice Mayor Harrod, seconded by Commissioner Bushong, to approve Consent Agenda Item Nos. 1(a-d). Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 2: Citizens Participation
(A three-minute limit per person)
(A twelve-minute limit per topic)

Holly Gordon thanked the City Manager's office for their assistance with street closures during the 3rd Friday event downtown on August 18, 2017. She announced the next 3rd Friday event will be on September 15, 2017, from 6:00 p.m. to 9:00 p.m.

Ms. Brooklyn Benjamin and Mr. Jacob Crooch with Scissortail Skydiving addressed the Commission regarding a number of concerns with the Shawnee Regional Airport and its staff. Mayor Finley directed them to meet with Airport Manager Keenan English and the City Manager Justin Erickson to discuss their issues and concerns.

AGENDA ITEM NO. 3: Presentation by City Manager to Employee of the Month, Ashley Bione, Utility Billing/Customer Service Department.

Ashley Bione was present to accept the Employee of the Month Certificate presented by City Manager Justin Erickson.

AGENDA ITEM NO. 4: Mayor's Proclamation
"Blueprints Graduate Day"
August 21, 2017

Ms. Tiffany Walker accepted the Mayor's Proclamation for "Blueprints Graduate Day" presented by Mayor Finley.

AGENDA ITEM NO. 5:

Consideration of a resolution designating the City of Shawnee Commission Chambers as the “Bertha Ann Young Commission Chambers”.

Resolution No. 6546 was introduced.

A RESOLUTION DESIGNATING THE CITY OF SHAWNEE CITY COMMISSION CHAMBERS AS “BERTHA ANN YOUNG CITY COMMISSION CHAMBERS”.

A motion was made by Commissioner Salter, seconded by Commissioner Gillham, to approve a resolution designating the City of Shawnee Commission Chambers as the “Bertha Ann Young Commission Chambers”. Motion carried 7-0.

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

NAY: None

Resolution No. 6546 was accepted by family members of Bertha Ann Young.

AGENDA ITEM NO. 6:

Consideration of a resolution of support for safe routes to school.

Resolution No. 6547 was introduced.

RESOLUTION OF SUPPORT FOR SAFE ROUTES TO SCHOOL.

City Manager Justin Erickson gave a staff report and stated that staff recommends approval of this resolution. Commissioner Shaw asked whether a list of safe routes was available. Mr. Erickson stated he does not have one at this time, but expects there will be one in the future.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to approve a resolution of support for safe routes to school. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 7:

Consideration of a resolution supporting the Pottawatomie County Food Policy Council.

Resolution No. 6548 was introduced.

A RESOLUTION SUPPORTING THE POTTAWATOMIE COUNTY FOOD POLICY COUNCIL.

City Manager Justin Erickson gave a presentation of Resolution No. 6548. Blue Zones staff Rachael Melot and Jason Draper were present to answer questions. Adopting the Pottawatomie County Food Policy Council resolution is the first step in discovering specific nutrition needs for Pottawatomie County. It was explained that Council will make recommendations to local entities which will be comprised of members from each governing agency in Pottawatomie County. Commissioner Shaw questioned giving policy writing authority to the Council. It was explained that the Council would only be making policy recommendations to each entity.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve a resolution supporting the Pottawatomie County Food Policy Council. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 8:

Presentation regarding the 25th Anniversary of the International Finals Youth Rodeo by the Chairman of the Shawnee Civic and Cultural Development Authority.

Shawnee Civic and Cultural Development Authority Chairman Randy Gilbert, Trustee Rachael Melot, Trustee Carl Packwood, and Heart of Oklahoma Exposition Center Assistant Director Chris Dunlap presented the City of Shawnee with a commemorative plaque and panoramic photograph of the rodeo arena area. Mr. Gilbert thanked the City for their twenty-five years of support of the rodeo. Mr. Gilbert announced that the rodeo had over nine-hundred contestants from more than thirty-four states. He further acknowledged the unbelievable job performed by the Exposition Center staff and five-hundred volunteers. Mr. Gilbert noted that there have been fourteen volunteers that have contributed to all twenty-five years of the rodeo.

AGENDA ITEM NO. 9:

Public hearing and consideration of an ordinance closing the right-of-way of a tract of land in the W/2 W/2 SW/4 of Section 5, Township 10 North, Range 4 East beginning at the northwest corner of Lot 10 of the Harrison Park Addition, thence west 35 feet, thence south 147.5 feet, thence east 35 feet, thence north 147.5 feet to the point of beginning. (Applicant: Greg Brown Homes, LLC)

Community Development Director Justin DeBruin gave a staff report and identified the location of the right-of-way closure on 35th street, south of Van's Pig Stand. Mr. DeBruin stated that the City has no public lines in the right-of-way are, and that staff has no objections to the closure. Utility franchises within the subject area have been notified of the closure. Mr. DeBruin noted that he had inquiries from franchise holders regarding their easement and he advised them that the right-of-way is not being vacated and all perpetual easements will remain in effect. Commissioner Shaw asked if there would be any budgetary impact to the City and staff advised there would not be.

Mayor Finley declared a public hearing in session to consider an ordinance closing the right-of-way of a tract of land in the W/2 W/2 SW/4 of Section 5, Township 10 North, Range 4 East beginning at the northwest corner of Lot 10 of the Harrison Park Addition, thence west 35 feet, thence south 147.5 feet, thence east 35 feet, thence north 147.5 feet to the point of beginning. Mr. Carl Packwood appeared in favor of the right-of-way closure, stating that this closure is an investment opportunity and can encourage people to move to Shawnee. No one appeared against the right-of-way closure. The public hearing was closed.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to approve an ordinance closing the right-of-way of a tract of land in the W/2 W/2 SW/4 of Section 5, Township 10 North, Range 4 East beginning at the northwest corner of Lot 10 of the Harrison Park Addition, thence west 35 feet, thence south 147.5 feet, thence east 35 feet, thence north 147.5 feet to the point of beginning.

Ordinance No. 2614NS was introduced.

AN ORDINANCE CLOSING THE RIGHT-OF-WAY OF A TRACT OF LAND IN THE WEST HALF (W/2) WEST HALF (W/2) SOUTHWEST QUARTER (SW/4) OF SECTION 5, TOWNSHIP 10

NORTH, RANGE 4 EAST BEGINNING AT THE NORTHWEST CORNER OF LOT 10 OF THE HARRISON PARK ADDITION, THENCE WEST 35 FEET, THENCE SOUTH 147.5 FEET, THENCE EAST 35 FEET, THENCE NORTH 147.5 FEET TO THE POINT OF BEGINNING, TO THE CITY OF SHAWNEE, OKLAHOMA; ACCORDING TO THE RECORDED PLAT THEREOF; SPECIFICALLY DESCRIBING SAID STREET, RESERVING THE RIGHT TO REOPEN SAID STREET; RESERVING UTILITIES; AND DECLARING AN EMERGENCY.

Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Shaw

Ordinance No. 2614NS was adopted by the City Commission.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Rutherford, to approve emergency clause relating to Ordinance No. 2614NS. Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Shaw

AGENDA ITEM NO. 10:

Discussion and consider approval of a resolution to approve the potential amendment of the City's Tax Increment Financing District and the possible creation of a second such District, directing the preparation of an amended and restated Project Plan and the appointment of a Review Committee.

Resolution No. 6549 was introduced.

A RESOLUTION DECLARING THE INTENT TO CONSIDER APPROVAL OF AN AMENDMENT TO AND RESTATEMENT OF THE SHAWNEE DOWNTOWN REVITALIZATION PROJECT PLAN, INCLUDING AMENDING INCREMENT DISTRICT NUMBER ONE AND CREATING AN ADDITIONAL TAX INCREMENT DISTRICT UNDER THE LOCAL DEVELOPMENT ACT; DIRECTING PREPARATION OF AN AMENDED AND RESTATED PROJECT PLAN; APPOINTING A REVIEW COMMITTEE; DIRECTING THE REVIEW COMMITTEE TO MAKE FINDINGS AS TO ELIGIBILITY AND FINANCIAL IMPACT, IF ANY, ON TAXING JURISDICTIONS AND BUSINESS ACTIVITIES WITHIN THE DISTRICT; AND DIRECTING THE

REVIEW COMMITTEE TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED AMENDED AND RESTATED PROJECT PLAN.

City Manager Justin Erickson explained this resolution allows moving forward on review committee appointments and amends and restates the project plan. All amendments to the Tax Increment Financing (TIF) project should be concluded by the December 4, 2017 City Commission meeting. The final consideration will be done in November or December of 2017. Commissioner Shaw asked if a benefit/cost analysis had been done to show how this project would benefit the City. Mr. Erickson explained that approximately \$700,000.00 has previously been generated by the current TIF District and the costs associated with the amended and restated district are estimated to be between \$30,000.00 and \$40,000.00. The Review Committee will look at the size and scope of the TIF District when making their recommendations.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve a resolution to approve the potential amendment of the City's Tax Increment Financing District and the possible creation of a second such District, directing the preparation of an amended and restated Project Plan and the appointment of a Review Committee. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 11:

Consider an ordinance related to terms of mayor and city commissioners and election of vice mayor, amending Section Four and Section Six of Article III of the charter of the City of Shawnee, Oklahoma, changing the time for the beginning of terms to conform with election dates and setting the time for election of vice mayor; and setting the effective date and providing for severability.

A motion was made by Commissioner Rutherford, seconded by Vice Mayor Harrod, to defer this item to the March 5, 2018 City Commission meeting. Motion approved 7-0.

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

NAY: None

AGENDA ITEM NO. 12:

Consider a resolution calling and providing for the holding of a special election in the City of Shawnee, Oklahoma, for the purpose of adopting an ordinance changing the time for the beginning of terms for the mayor and commissioners and for the time of election of the vice mayor; and providing for said election to be conducted by the Pottawatomie County Election Board, and providing for voting by absentee ballot.

A motion was made by Commissioner Shaw, seconded by Commissioner Bushong, to defer this item to the March 5, 2018 City Commission meeting. Motion approved 7-0.

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

NAY: None

AGENDA ITEM NO. 13:

Consider an ordinance related to the calling of an election, amending Section Seven of Article XIV of the charter of the City of Shawnee, Oklahoma, changing the method of ordering the holding of elections by resolution, which conforms with state law; and setting the effective date and providing for severability.

A motion was made by Commissioner Shaw, seconded by Vice Mayor Harrod, to defer this item to the March 5, 2018 City Commission meeting. Motion approved 7-0.

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

NAY: None

AGENDA ITEM NO. 14:

Consider a resolution calling and providing for the holding of a special election in the City of Shawnee, Oklahoma, for the purpose of amending Section Seven of Article XIV of the charter of the City of Shawnee,

changing the method of ordering the holding of elections by resolution, which conforms to state law; and providing for said election to be conducted by the Pottawatomie County Election Board, and providing for voting by absentee ballot.

A motion was made by Commissioner Shaw, seconded by Commissioner Gillham, to defer this item to the March 5, 2018 City Commission meeting. Motion approved 7-0.

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

AGENDA ITEM NO. 15:

Consider an ordinance calling for a special election for the filling of unexpired term of Ward 6.

No action was taken.

AGENDA ITEM NO. 16:

Consider a resolution calling and providing for the holding of a special election in the City of Shawnee, Oklahoma, for the purpose of filling the unexpired term of Ward 6; providing for said election to be conducted by the Pottawatomie County Election Board, and providing for voting by absentee ballot.

No action was taken.

AGENDA ITEM NO. 17:

Status update of Interstate 40/Bryan Street Interchange.

Mayor Finley stated he has been asked by constituents to provide an update on the Interstate 40/Bryan Street Interchange. He began by sharing background information on the project noting that the discussion began during former Mayor Chuck Mills' term in office. Engagement with Oklahoma Department of Transportation (ODOT) indicated positive feasibility for the project and an open meeting was held at Grove School for citizen feedback. Mayor Finley noted that subsequently in 2010, the Sac & Fox Nation's Historic Preservation Office issued a

letter of objection to the project based upon the adverse effect on tribal ceremonial rites. In 2016, the City approached Sac & Fox Chief Rhodes to request her reconsideration to the objection. Additional meetings have occurred between the Nation, the City and ODOT concerning withdrawing the 2010 letter of objection, which would allow ODOT to begin feasibility engineering of the project. At the last meeting with the Sac & Fox Nation, meeting attendees were told that the reconsideration item would be placed on the agenda of their Business Committee at the next regularly scheduled meeting. Mayor Finley noted that the item was tabled at that meeting. While noting that all parties have approached these meetings cordially and respectfully, he cautioned that the inaction of the Nation may result in this project being removed from ODOT's plan. Mayor Finley further noted the positive economic development impact the City of Shawnee, Pottawatomie County and the Sac & Fox Nation could realize should the project go forward.

Mr. Dan Overland, District 3 Transportation Commissioner for the Oklahoma Department of Transportation, spoke and confirmed that funds earmarked for this project cannot be used at an alternate location.

Commissioner Shaw stated that the meeting with the Sac & Fox Nation had not been endorsed by the Commission and she was unhappy that she was excluded from the meeting. She further stated that she feels the Mayor is putting pressure on the tribe to change their minds on a decision that has already been made. Commissioner Shaw said the Sac & Fox Nation's Business Committee has made a decision to stand by its objection but may revisit the item in the future.

AGENDA ITEM NO. 18:

Acknowledge Sales Tax Report received August 2017.

Finance Director Cindy Arnold reported that August sales tax collected this month was \$1,559,594.00, which is up 1.26% or \$29,348.00 from August of 2016. She noted the sales tax received from Amazon.com is approximately \$25,000.00 to \$30,000.00.

AGENDA ITEM NO. 19:

Administrative Reports

a. Edward Byrnes Memorial Grant – Police Chief Mason Wilson

Police Chief Mason Wilson updated the Commission on the Edward Byrnes Memorial Grant. He noted that the City of Shawnee's share would be \$10,500.00 and Pottawatomie County Sheriff's Department would receive \$10,479.00. Chief

Mason announced that the Cops and Kids Event would be held Saturday, August 26th from 1:00 p.m. to 4:00 p.m.

AGENDA ITEM NO. 20: 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. 21: Commissioners Comments

Commissioner Bushong shared that former Commissioner and Mayor of Shawnee, Jerry Ozeretny, had recently passed away.

Commissioner Gillham stated it was good to be back at a Commission meeting.

Vice Mayor Harrod noted his commitment to the Interstate 40/Bryan Street Interchange project.

Commissioner Rutherford reminded citizens of the upcoming Blue Zones Event and the Cops and Kids Event, both taking place on Saturday August 26th.

Commissioner Rutherford said the Interstate 40/Bryan Street Interchange is vital to the City of Shawnee.

Commissioner Shaw asked if there would be new signage for the Bertha Ann Young Commission Chambers. City Manager Erickson answered affirmatively.

Commissioner Shaw congratulated Don Lynch on his recent Lifetime Achievement Award from the Oklahoma Emergency Management Association.

Commissioner Shaw stated that she is not “at war” with the Mayor. She expressed the importance of allowing the Sac and Fox Nation to come to their own decision regarding the Interstate 40/Bryan Street Interchange and to decide whether it would be in their best interest. Commissioner Shaw asked that she be included in future meeting with the Sac and Fox Nation because as a Native American she feels she can better understand the dynamics of tribal decisions.

Commissioner Salter said he was happy to have the Commission Chambers named after Bertha Ann Young, stating the renaming was a fitting honor to her.

Mayor Finley stated that because he is not familiar with tribal matters, Commissioner Rutherford, who is a member of the Citizen Potawatomi Nation, was invited to the meeting regarding the Interstate 40/Bryan Street Interchange.

AGENDA ITEM NO. 22:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:41 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

Meeting Date: 09/18/2017

Acknowledge Report and Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for August 2017
- Project Payment Report for August 2017
- Shawnee Civic and Cultural Development Authority Minutes from May 18, 2017 and June 15, 2017 meetings
- Traffic Commission Minutes from June 27, 2017 meeting
- Planning Commission Minutes from August 2, 2017 meeting

Attachments

License Pymt Rpt 08-2017

Project Pymt Rpt 08-2017

EXPO Minutes 05-18-2017

EXPO Minuts 06-15-2017

Traffic Comm Minutes 06-27-2017

Planning Minutes 08-02-2017

9/07/2017 9:21 AM
LICENSES: THRU ZZZZZZZZZZ

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

PAGE:
PAYMENT DATES: 8/01/2017 TO 8/31/2017

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION		FEE	PENALTY	PAYMENT DISTRIBUTION TAX	INTEREST	TOTAL PAI
ALARM	BURGLAR/FIRE ALARM LICENSE	3	75.00CR				75.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	16	180.00CR				180.00
BEER1	BEER CONSUMPTION ON PREMISE	2	40.00CR				40.00
BEER2	BEER PACKAGE FEE	3	30.00CR				30.00
BOATREG	BOAT REGULAR PERMIT	9	234.00CR				234.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	4	400.00CR				400.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	5	375.00CR				375.00
FISHANNUAL	FISHING ANNUAL FEE	4	60.00CR				60.00
HUNT1	DOVES/QUAIL/SQUIIREL/RABBIT	1	8.00CR				8.00
IMERC	ITINERANT MERCHANT FEE	2	100.00CR				100.00
LAKEINSP	LAKE LEASE INSPECTION	3	225.00CR				225.00
LAKELEASE	LAKE LEASE	16	11,024.00CR				11,024.00
LAKEXFER	LAKE LEASE TRANSFER FEE	1	1,000.00CR				1,000.00
LIQR	RETAIL LIQUOR OCCUPATIONAL TAX	2	1,200.00CR				1,200.00
MECH1	MECHANICAL CONTRACTOR INTIAL	1	100.00CR				100.00
MECH2	MECHANICAL CONTRACTOR RENEW	8	600.00CR				600.00
NSF	RETURNED CHECK FEE	1	20.00CR				20.00
PLUM2	PLUMBING CONTRACTOR RENEW	9	675.00CR				675.00
REFUND	REFUND	1	15.00CR				15.00
RESAL	RESIDENTIAL SALE	106	1,060.00CR				1,060.00
SOLIC	SOLICITOR ANNUAL LICENSE	1	50.00CR				50.00
TREE	TREE TRIMMING LICENSE FEE	1	25.00CR				25.00
TOTAL			17,496.00CR				17,496.00

09/06/2017 2:22 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE: 4
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 8/01/2017 TO 8/31/2017
SORTED BY: PROJECT

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	4,541.74CR
B3-REMODEL	BUILDING CONSTRUCTION REM	1,916.14CR
B4-CARPORT	BUILDING CARPORT	29.50CR
B4-STORAGE	BUILDING STORAGE SHED	708.80CR
E2-ADD	ELECTRICAL ADDITION	109.00CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	619.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	3,017.50CR
P3-REMODEL	PLUMBING REMODEL	1,983.00CR
P5-SEPTIC	SEPTIC PERMIT	50.00CR
UNAPPLIED	UNAPPLIED CREDITS	90.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	120.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	200.00CR
X-DEMO	DEMOLITION PERMIT	100.00CR
X-SIGN	SIGN PERMIT	225.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	64.50CR
Z-BOAAPP	BOA APPLICATION	180.00CR
Z-CONDUSE	CONDITIONAL USE PERMIT	280.00CR
Z-OCCUP	OCCUPANCY PERMIT	200.00CR
Z-REZONING	REZONING REQUEST	560.00CR
TOTAL		14,994.68CR

09/06/2017 2:22 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE: 6
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 8/01/2017 TO 8/31/2017
SORTED BY: PROJECT

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	356.00CR
001-4202	BUILDING PERMITS	6,714.18CR
001-4203	PLUMBING PERMITS	1,775.00CR
001-4204	ELECTRICAL PERMITS	670.00CR
001-4205	ZONING PERMITS & APPLICATIONS	1,020.00CR
001-4206	HEATING & A/C PERMITS	2,860.00CR
001-4249	OTHER PERMITS	635.00CR
001-4822	OTHER MISC. REVENUE	44.50CR
101-4249	OTHER PERMITS	270.00CR
501-4510	WATER TAPS	650.00CR
799-1023	BANCFIRST GENERAL	14,994.68

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
MAY 18, 2017
12:30 PM
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR SCHEDULED MEETING THURSDAY, MAY 18, 2017 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 5/15/2017 AT 11:55 AM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:40 PM BY VICE CHAIRMAN MR. RANDY GILBERT.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. RANDY GILBERT
 MR. KARL KOZEL
 MR. TIM BARRICK
 MR. LANCE WORTHAM
 MR. JUSTIN ERICKSON
 MR. CARL PACKWOOD

TRUSTEES ABSENT: MS. RACHEL MELOT

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM.

AGENDA ITEM NO.4

APPROVAL OF THE MINUTES OF THE REGULAR MEETING APRIL 2017 -

THE MOTION MADE BY TRUSTEE WORTHAM, SECONDED BY TRUSTEE BARRICK TO APPROVE THE MINUTES AS PRESENTED FOR THE MARCH 2017 REGULAR BOARD MEETING. MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, ERICKSON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.6

APPROVAL OF THE MONTHLY FINANCIAL REPORT

THE MOTION MADE BY TRUSTEE WORTHAM, SECONDED BY TRUSTEE PACKWOOD TO APPROVE THE MONTHLY FINANCIAL REPORT. MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, ERICKSON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.7

APPROVAL OF GENERAL CLAIMS WITH ADD ONS.

THE MOTION MADE BY TRUSTEE PACKWOOD, SECONDED BY TRUSTEE KOZEL TO APPROVE THE GENERAL CLAIMS AND WITH ADD ONS AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, ERICKSON, KOZEL
NAY: NONE
ABSTAIN:

GENERAL CLAIMS (PAID ALREADY):

A.	EXPRESS EMPLOYMENT (ADDED TOGETHER)	\$4,013.84
B.	STEVE'S BODY SHOP	\$1,626.20

GENERAL CLAIMS (NOT YET PAID):

A.	AL'S RADIATOR SERVICE	\$188.60
B.	ARVEST	\$625.11
C.	CHUCK JONES	\$1,200.00
D.	ASK ABOUT WINDOWS	\$121.00
E.	EXPRESS EMPLOYMENT	\$2,947.30
F.	FINLEY & COOK	\$228.00
G.	FIRST UNITED BANK	\$251.09
H.	FIRST UNITED BANK	\$573.53
I.	FRED'S TIRE & BATTERY	\$15.00
J.	FRESH FILTERED AIR	\$650.00
K.	FUELMAN	\$869.49
L.	HUNZICKER BROTHERS	\$70.08
M.	INS	\$734.00
N.	JOHN DEERE FINANCIAL	\$499.19
O.	LOWE'S	\$41.48
P.	METTEL	\$906.94
Q.	MUSIC UNLIMITED	\$63.00
R.	MUSIC UNLIMITED	\$55.00
S.	NAPA	\$204.82
T.	OG&E	\$12,230.27
U.	ONG (ADDED TOGETHER)	\$641.06
V.	OK TAX COMMISSION	\$596.64
W.	SHAWNEE MUNICIPAL AUTHORITY (ADDED TOGETHER)	\$421.84
X.	YANN & ASSOCIATES	\$1,750.00

ADD ONS:

A.	ASK ABOUT WINDOWS	\$161.00
B.	CITY OF SHAWNEE SURCHARGE	\$362.50
C.	CONSTELLATION ENERGY	\$218.30
D.	ONG	\$276.42
E.	SAMS CLUB	\$100.00
F.	SHAWNEE OFFICE SYSTEMS	\$83.54
G.	STUART & CLOVER	\$250.00

AGENDA ITEM NO.8

APPROVAL OF SPECIAL CLAIMS.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE PACKWOOD TO APPROVE THE SPECIAL CLAIMS WITH ADD ONS AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, ERICKSON, KOZEL

NAY: NONE

ABSTAIN

SPECIAL CLAIMS (PAID ALREADY):

A. NONE

SPECIAL CLAIMS (NOT YET PAID):

A.	A CUT ABOVE BUCKLES	\$3,965.00
B.	COWBOY TIMES	\$540.00
C.	DEMCO PRINTING	\$95.00
D.	NATIONAL BAND & TAG COMPANY	\$224.40
E.	SAFEGUARD	\$717.64
F.	SIGN FACTORY	\$110.00
G.	YANN & ASSOCIATES	\$1,117.66

ADD ONS:

A.	RINGMASTERS GOLF	\$1,000.00
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AGENDA ITEM NO.9

APPROVAL OF SHAVINGS CLAIMS .

THE MOTION MADE BY TRUSTEE WORTHAM, SECONDED BY TRUSTEE PACKWOOD TO APPROVE THE SHAVINGS CLAIMS AS PRESENTED. THERE WERE NO SHAVINGS CLAIMS

AYE: NONE
NAY: NONE
ABSTAIN: NONE

AGENDA ITEM NO.10

APPROVAL OF ENGAGEMENT LETTER FROM CBEW FOR AUDIT.

THE MOTION MADE BY TRUSTEE WORTHAM, SECONDED BY TRUSTEE ERICKSON TO APPROVE THE PURCHASE OF BLACK DRAPING FOR EXPO CONFERENCE CENTER. MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, ERICKSON, KOZEL
NAY: NONE
ABSTAIN

AGENDA ITEM NO. 11

IFYR UPDATE

IFYR IS COMING. BUCKLES, SADDLES, ETC. ARE BEING MADE. THE TRADESHOW IS BEING ARRANGED.

AGENDA ITEM NO. 12-15

COMMITTEE REPORTS, ADMINISTRATIVE REPORTS, OLD BUSINESS & NEW BUSINESS. PUBLIC & TRUSTEE COMMENTS.

REMOVING GLASS DOORS NEXT WEEK. ELECTRICIAN MONDAY BUT WORK 24TH WITH FIXTURES. SOUND AND AC START ON MONDAY. FH BANNER UP SOON.

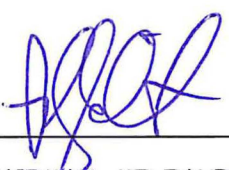
TIM BARRICK WILL BE TAKING OUT AN AD IN THE IFYR 2017 PROGRAM.

AGENDA ITEM NO. 16

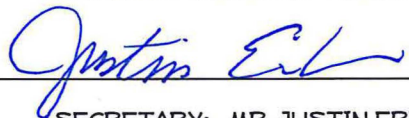
ADJOURNMENT

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE PACKWOOD TO ADJOURN THE MEETING. - MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, ERICKSON, KOZEL
NAY:
ABSTAIN:



CHAIRMAN: MR. RANDY GILBERT



SECRETARY: MR. JUSTIN ERICKSON

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
JUNE 15, 2017
12:30 PM
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR SCHEDULED MEETING THURSDAY, JUNE 15, 2017 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 6/8/2017 AT 4:40 AM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:35 PM BY VICE CHAIRMAN MR. RANDY GILBERT.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. RANDY GILBERT
MR. KARL KOZEL
MR. TIM BARRICK
MR. LANCE WORTHAM
MR. JUSTIN ERICKSON
MR. CARL PACKWOOD
MS. RACHEL MELOT

TRUSTEES ABSENT: NONE

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM.

AGENDA ITEM NO.4

APPROVAL OF THE MINUTES OF THE REGULAR MEETING MAY 2017 -

THE MOTION MADE BY TRUSTEE WORTHAM, SECONDED BY TRUSTEE KOZEL TO APPROVE THE MINUTES AS PRESENTED FOR THE MAY 2017 REGULAR BOARD MEETING. MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, ERICKSON, KOZEL, MELOT

NAY: NONE

ABSTAIN:

AGENDA ITEM NO.6

APPROVAL OF THE MONTHLY FINANCIAL REPORT

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE ERICKSON TO APPROVE THE MONTHLY FINANCIAL REPORT. MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, ERICKSON, KOZEL, MELOT

NAY: NONE

ABSTAIN:

AGENDA ITEM NO.7

APPROVAL OF GENERAL CLAIMS WITH ADD ONS.

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE PACKWOOD TO APPROVE THE GENERAL CLAIMS AND WITH ADD ONS AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, ERICKSON, KOZEL, MELOT

NAY: NONE

ABSTAIN:

GENERAL CLAIMS (PAID ALREADY):

A.	GO CONSULTING	\$510.00
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GENERAL CLAIMS (NOT YET PAID):

A.	AIRGAS	\$21.14
B.	ARVEST	\$656.37
C.	AT&T	\$338.68
D.	AUTOMATIC FIRE CONTROL	\$351.64
E.	BUFORD WHITE'S (ADDED TOGETHER)	\$235.36
F.	COMMUNICATION SERVICES	\$80.00
G.	CONSTELLATION ENERGY	\$218.30
H.	FINLEY & COOK	\$171.00
I.	FIRST UNITED BANK	\$243.52
J.	FIRST UNITED BANK	\$1,884.73
K.	FUELMAN	\$792.57
L.	GRISSOMS	\$67.91
M.	INS	\$734.00
N.	LOCKE SUPPLY	\$98.74
O.	METTEL	\$921.03
P.	OK TAX COMMISSION	\$2,042.10
Q.	OMAG	\$2,748.75
R.	ONG	\$110.83
S.	PITNEY BOWES	\$153.00
T.	RAINBOW RACING	\$65.00
U.	SHAWNEE MUNICIPAL AUTHORITY (ADDED TOGETHER)	\$826.88
V.	STUART & CLOVER	\$150.00
W.	STUART & CLOVER	\$250.00
X.	TENNANT	\$379.40
Y.	THYSSENKRUPP	\$997.72
Z.	YANN & ASSOCIATES	\$583.00
AA.	YANN & ASSOCIATES	\$1,750.00
BB.	WINKLER DOOR COMPANY	\$359.68
CC.	YORT'S ALTERNATOR	\$20.00
DD.	YORT'S ALTERNATOR	\$35.00

ADD ONS:

A.	ARVEST	\$625.11
B.	CITY OF SHAWNEE	\$567.00
C.	EXPRESS EMPLOYMENT (ADDED TOGETHER)	\$1,669.12
D.	JOHN DEERE	\$335.27
E.	OG&E	\$9,334.19
F.	ONG (ADDED TOGETHER)	\$157.01
G.	SHAWNEE OFFICE SYSTEMS	\$82.88
H.	TITAN SECURITY	\$324.00

AGENDA ITEM NO.8

APPROVAL OF SPECIAL CLAIMS .

THE MOTION MADE BY TRUSTEE PACKWOOD, SECONDED BY TRUSTEE WORTHAM TO APPROVE THE SPECIAL CLAIMS WITH ADD ONS AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, ERICKSON, KOZEL, MELOT
 NAY: NONE
 ABSTAIN: NONE

SPECIAL CLAIMS (PAID ALREADY):

A.	INS	\$1,529.96
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SPECIAL CLAIMS (NOT YET PAID):

A.	A CUT ABOVE BUCKLES	\$190.00
B.	A CUT ABOVE BUCKLES	\$4,400.15
C.	COUNTYWIDE NEWS	\$770.00
D.	DEMCO PRINTING	\$500.00
E.	DEMCO PRINTING	\$450.00
F.	FIRST UNITED BANK	\$452.74
G.	LOWE'S	\$361.54
H.	STAPLES ADVANTAGE	\$758.41
I.	THE SEMINOLE PRODUCER	\$1,117.93

ADD ONS:

A.	SCOTT WESTIN	\$327.00
B.	STAPLES ADVANTAGE	\$758.41
C.	YANN & ASSOCIATES	\$583.00

AGENDA ITEM NO.9

APPROVAL OF SHAVINGS CLAIMS .

THE MOTION MADE BY TRUSTEE PACKWOOD, SECONDED BY TRUSTEE WORTHAM TO APPROVE THE SHAVINGS CLAIMS AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, KOZEL, ERICKSON, MELOT
NAY: NONE
ABSTAIN: NONE

A.	XYLO OF OKLAHOMA	\$4,830.00
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AGENDA ITEM NO.10

APPROVAL OF GOVERNMENTAL SERVICE CONTRACT

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE PACKWOOD TO APPROVE THE GOVERNMENTAL SERVICE CONTRACT. MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, KOZEL, MELOT
NAY: NONE
ABSTAIN: ERICKSON

AGENDA ITEM NO. 12

AUDIT PRESENTATION

AGENDA ITEM NO. 12

APPROVAL OF AUDIT FINDINGS BY CBEW

THE MOTION MADE BY TRUSTEE PACKWOOD, SECONDED BY TRUSTEE MELOT TO APPROVE THE GOVERNMENTAL AUDIT FINDINGS BY CBEW. THERE WERE NO CONTROL OR COMPLIANCE ISSUES. MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, KOZEL, ERICKSON, MELOT
NAY: NONE
ABSTAIN: NONE

AGENDA ITEM NO. 13

IFYR UPDATE

AGENDA ITEM NO. 14-18

COMMITTEE REPORTS, ADMINISTRATIVE REPORTS, OLD BUSINESS & NEW BUSINESS. PUBLIC & TRUSTEE COMMENTS.

DARIN RUTHERFORD HAD QUESTIONS ABOUT THE ROOF/THE POPULAS STUDY ASSOCIATED WITH IT.

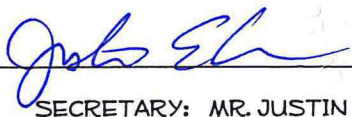
THE MOTION MADE BY TRUSTEE GILBERT, SECONDED BY TRUSTEE BARRICK TO ADJOURN THE MEETING. -
MOTION CARRIED.

AYE: GILBERT, BARRICK, PACKWOOD, WORTHAM, ERICKSON, KOZEL, MELOT

NAY:

ABSTAIN:



CHAIRMAN: MR. RANDY GILBERT

SECRETARY: MR. JUSTIN ERICKSON

MINUTES
TRAFFIC COMMISSION
June 27, 2017 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL

- I. CALL TO ORDER
II. ROLL CALL

MEMBERS PRESENT

Ronald Taffe- Chairman
Rebecca Dolin
Peggy Rider
Jack Barrett
Reuben Peltier

MEMBERS ABSENT

Wayne Ardrey- Vice Chairman
Paul Roberts

EX-OFFICIO MEMBERS

Michael Ludi, Assistant City Engineer
Danielle Turner, Traffic Commission Secretary
Keith Mangus, Traffic Supervisor

CITIZENS PRESENT

none

III. Approval of October 25, 2016 Minutes

Discussion:

Motion was made by Rider, seconded by Peltier to approve the October 25, 2016 minutes. Motion **carried**

Roll Call: Aye: Taffe, Dolin, Rider, Barrett, Peltier
Nay: none

IV. Appointment of Chairman to Traffic Commission by member of Traffic Commission Board

Discussion:

Jack Barrett volunteered to serve as Chairman of the Traffic Commission.

Motion was made by Taffe, seconded by Rider to approve the appointment of Jack Barrett as Chairman to the Traffic Commission. Motion **carried**

Roll Call: Aye: Taffe, Dolin, Rider, Barrett, Peltier
Nay: none

V. Appointment of Vice Chairman to Traffic Commission by member of Traffic Commission Board

Discussion:

Reuben Peltier volunteered to serve as Vice Chairman to the Traffic Commission.

Motion was made by Dolin, seconded by Rider to approve the appointment of Reuben Peltier as Vice Chairman to the Traffic Commission. Motion **carried**

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

VI. CONSIDERATION OF REQUEST

A. Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison.

Discussion:

Michael Ludi stated he had been asked by Brian Winterringer that this item be deferred to the next Traffic Commission meeting so that a representative from Sonic may attend and speak. It would be up to the Board to vote or defer at the end of the discussion.

Michael Ludi presented a power point presentation showing the location on Highland at Harrison that the flexible delegators would be placed. The location consists of double yellow lines at the traffic signal located west of Harrison on Highland. There are two (2) west bound lanes and two (2) eastbound lanes with an additional turn lane eastbound totaling three (3) lanes eastbound in this specific location. The problem that is occurring as the turn lane fills and is backed up past the entrance of the new Sonic it causes traffic to wait westbound to cross the three lanes of traffic into Sonic. This is backing traffic up into the intersection and causing people to try to come through the intersection and having to stop quickly so not to hit a waiting car. This is also causing cars to drive the wrong way westbound coming out of Sonic onto Highland until they are past the cars in the lanes eastbound. Michael stated he had spoken to the business owner just down from the location. The business owner stated he sees close calls every day especially during the busy hours caused from this issue and believes adding the flexible delineator devices would be a good idea. Ludi stated he has looked at the area and the only option he has come up with is to add the flexible delineator devices. He stated that the devices would be placed on about 100 foot of the roadway on the double yellow lines. This would not be all the way to the intersection. These delineators are between 36 and 42 inches tall made of flexible tubing that would be screwed into the street. If hit by a car these delineators would fold over and pop back up. If the devices are not placed all the way to the intersection a possible issue might be that cars cut early across traffic to make it into the drive. The issue with cars turning westbound out of Sonic into oncoming traffic would most likely still be an issue. Ludi stated while watching traffic this was happening often already. Adding the devices will not eliminate all illegal activity but it should eliminate some of it. The flexible delineator devices have a life span from a few hits, 50 hits, 100 hits and so on depending on the cost of the device. Once people realize that the devices will fold and pop back up they may just run them over and then it would be a maintenance issue. The cost to cover 100 feet would be approximately \$1300.00 to

\$6000.00. No exact product has been picked out with us not having these devices anywhere in town. We would start with the cheaper option to see how it worked. Jack Barrett asked what would be the reason not to place the devices all the way to the intersection to help alleviate the issue of cars driving in the wrong lane westbound to get into the entrance from the intersection. Ludi stated the primary reason for placing these devices is to eliminate the backup in the intersection not to stop traffic from driving illegally. The devices could be placed to the intersection by just adding the additional costs and maintenance. Rebecca Dolin explained that with this being a new Sonic location the traffic is greater right now than it might be in a month or two.

B. Motion was made by Rider, seconded by Dolin to defer the Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison. Motion **carried**

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

VII. ADMINISTRATIVE REPORTS

Michael Ludi handed out two (2) maps. The first map discussed is traffic counts at intersections around town. This map is given just so the Commission has an idea of the traffic numbers at specific intersections in Shawnee. Some of our traffic counts are taken by using counters with hoses that run across the road. The other way we get counts are from some of our new signals. These signals can be set to count cars electronically using motion. The counts on this map are daily counts. We do not have counts from previous years at each intersection. ODOT had taken traffic counts in the past and those counts are on the ODOT website. This is the first map that the City has put out. To retrieve this information from the signals the Traffic Department goes out to the intersection, downloads the information into a computer and then brings it back to the office to format and use. As we move forward with Centracs we will be able to update the map and compare years. With Centracs, once everything is in place, we will be able to pull this information from the office. Not all intersections count. The second map is the Centracs phasing plan. This map shows all of the signal locations that will be set up with Centracs. Centracs is a management system that we will be using to control our traffic signals remotely from downtown. When we have the signals online they will be going to a central programming system where we can watch them all, get alerts and control them remotely. We have Centracs set up in four (4) phases. We are working on software install and hardware right now for phase 1 and phase 2 hardware has been ordered. These cameras do not count the difference in bicycles and cars. They are a motion sensor that we can see through. We do not record traffic. The purpose of this system is to detect problems with signals in real time and be able to remotely fix issues that may occur. Timeline for completion of all phase's best-case scenario would be about a year and a half. Phase 4 has out dated cabinets and may not be online during this time depending on budget.

VIII. CITIZEN PARTICIPATION

none

IX. BOARD MEMBERS COMMENTS

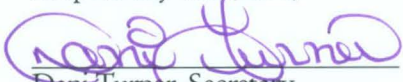
Peggy Rider welcomed Jack Barret to the Chair position and Reuben Peltier to the Vice Chair

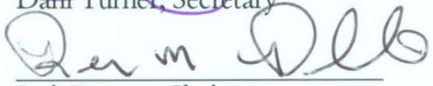
X. ADJOURNMENT

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

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

Respectfully submitted,


Dani Turner, Secretary

 - vice chair
~~Jack Barrett, Chairman~~

PLANNING COMMISSION MINUTES

DATE: AUGUST 2ND, 2017

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, August 2nd, 2017 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

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

Upon roll call the following members were present:

Present: Clinard, Walker, Cowen, Kienzle, Rowell

Absent: Bergsten

Meeting was called to Order.

AGENDA ITEM NO. 2: **Consideration of Approval of the minutes from the June 12th, 2017 Planning Commission Meeting, rescheduled from June 7th, 2017**

Vice-Chairman Cowen asked for a motion. Commissioner Walker made a motion to approve, seconded by Commissioner Kienzle.

Motion passed:

AYE: Clinard, Walker, Cowen, Kienzle, Rowell

NAY:

ABSTAIN:

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

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

AGENDA ITEM NO. 4: **Case #P08-17 – A public hearing for consideration of approval of a Conditional Use Permit to allow for a manufactured home for property located at 1215 E. Farrall Street, Shawnee, OK**

Applicant: Lehomahte Wassana

Vice-Chairman Cowen asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commissioners that request was for a manufactured home on Farrall Street, east of Harrison Street. The property is secluded by trees and adjoined by around five other manufactured homes in neighborhood. Mr. Debruin briefly described the HUD standards and went on to state that Staff has no objections and would answer any questions. Vice-Chairman Cowen asked if there were any questions. There were none and Vice-Chairman Cowen asked to entertain a motion. Commissioner Kienzle made a motion to approve, seconded by Commissioner Clinard.

Motion passed:

AYE: Clinard, Walker, Cowen, Kienzle, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO. 5:

Case #P09-17 – A public hearing for consideration of approval of a Rezone from R-1; Single Family Residential District to C-3; Highway Commercial District, located at 4010 N. Kickapoo Street, Shawnee, OK

Applicant: Nelmon Brauning

Vice-Chairman Cowen asked for the staff report. Brittney Burton presented the staff report. Ms. Burton informed the Commissioners that a location just south of this request was recently approved for rezone from R-1 to C-3 and the location coming before board for approval at 4010 N. Kickapoo is around .72 acres in size. Ms. Burton expressed that similar commercial zoning is situated next to the property. Staff has no objections and recommends approval. Ms. Burton asked if there were any questions. There were none and Vice- Chairman Cowen asked to entertain a motion. Commissioner Clinard made a motion to approve, seconded by Commissioner Kienzle.

Motion passed:

AYE: Clinard, Walker, Cowen, Kienzle, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO. 6:

Case #S04-17 – Consideration of approval of a Final Plat for Avedis Park, located at 1500 E. Independence Street, Shawnee, OK

Applicant: ADG, PC

Vice-Chairman Cowen asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin described property as being twelve acres in size, located across from Sequoyah Elementary School off Independence and Elm. Property was rezoned from R-1 to C-1 for this particular use and Preliminary Plat was approved October 2016. Mr. Debruin informed the Commissioners that the plat was a one lot plat, simple in nature and includes one point of access. Mr. Debruin explained the request was to construct a 7,000 square foot structure while keeping the trees and environment intact to create a buffer between the properties adjoining. Staff recommends approval for final plat with six conditions. Mr. Debruin stated he would be happy to answer any questions. Vice-Chairman Cowen asked if he knew how quickly construction would begin. Mr. Debruin informed him that the applicant has started obtaining bids on the structure. Commissioner Clinard asked if there would be a loft or if it would be a one-story. Mr. Debruin stated he believed it was a one-story only. Vice-Chairman Cowen asked to entertain a motion. Commissioner Kienzle made a motion to approve with the six listed conditions, seconded by Commissioner Walker.

Motion passed:

AYE: Clinard, Walker, Cowen, Kienzle, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO. 7:

Planning Director's Report

Justin Debruin gave a few updates. The Avedis Sidewalk Project, phase one, is coming along with completion nearing the halfway mark. Wayfinding signage should begin in August, for the parks and major gateways. Bluezones is having their kickoff on August 26th, 2017. Mr. Debruin discussed the development review meeting highlights regarding new construction updates and the additions for the Shawnee Public school systems. Mr. Debruin gave an update regarding the sanitary sewer solution for Shawnee Park Apartments and the new homes being constructed at Wyndemere Section Two and Timbers Addition.

AGENDA ITEM NO. 8:

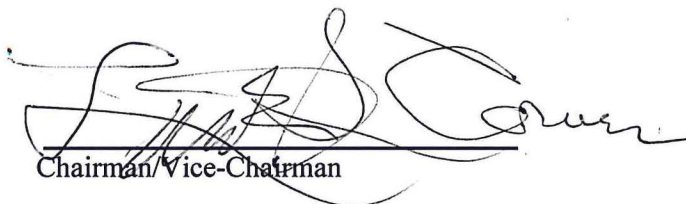
Commissioners Comments and/or New Business

Commissioner Walker asked if there were any plans regarding Harrison Street development on vacant structures. Mr. Debruin mentioned increased discussion and possible prospects for certain lots in this area. Commissioner Clinard informed the board that she would be resigning due to moving out of state and may not be in attendance at the September meeting. Commissioner Kienzle asked how the recruitment process was moving along for the vacant seats on the board. Mr. Debruin stated it was going well and Mayor was making his selections.

AGENDA ITEM NO. 9:

Adjournment

Meeting was adjourned.



Chairman/Vice-Chairman

Cheyenne Pettigrew
Planning Commission Secretary

Regular Board of Commissioners

1.c.

Meeting Date: 09/18/2017

Parks Vehicle Req

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize the Parks Department to purchase a one-half ton 4x4 pickup at the state bid price of \$25,827.00 from Hudiburg Chevrolet Fleet Services for use at the Shawnee Twin Lakes.

Attachments

Parks Vehicle Memo

Parks Vehicle Quote



Office of the Director of Operations

Date: August 28, 2017
To: Mayor and City Commissioners
From: James Bryce, Director of Operations
RE: **Authorization to purchase a new Lake vehicle**

Staff requests permission to purchase 1 half ton 4x4 pickup off of the State Bid contract #SW035 from Hudiburg Chevrolet Fleet Services.

The Lake truck will be purchased out of the SMA funds and is used to pull the Lake lawn mower, carry a 100 gal. fuel tank to re-fuel the mower and tractor, used for general maintenance around the Lake, and with the four wheel drive crews can get into areas that a normal pickup cannot.

It is staff's recommendation to purchase the 4x4 pickup off of the State Bid Contract.

Parks Department

1 half ton 4x4 pickup \$25,827.00

Budgeted \$26,000.00 Account # 1020-53



QUOTE

324193

Hudiburg Chevrolet
6000 Tinker Diagonal
Midwest City, OK 73110
(405)737-3389

DATE: 8/10/2017

PREPARED FOR: CITY OF SHAWNEE

PREPARED BY: RYAN ROBERSON

Model Code	Description
CC15903	2018 CHEVY 1500 REGULAR CAB 4X4 SHORT BED

Notes	PRICE OF VEHICLE: \$25,827.00
STATE CONTRACT SW0035	UPFIT:
BASE PRICE - \$20,795.00	DELIVERY: \$0.00
LOCKING DIFF - \$395	TAX:
4X4 - \$3182.00	TITLE:
BLUETOOTH/CAMERA - \$705.00	
AT TIRES - \$375.00	
HITCH - \$375.00	TOTAL PRICE: \$25,827.00

The price includes all discounts rebates and/or concessions. Tag title license and delivery not included unless stated above.

YOUR FLEET PROCUREMENT PROFESSIONALS

www.hudifleet.com





QUOTE

324193

Hudiburg Chevrolet
6000 Tinker Diagonal
Midwest City, OK 73110
(405)737-3389

DATE: 8/10/2017

PREPARED FOR: CITY OF SHAWNEE

PREPARED BY: RYAN ROBERSON

Model Code	Description
F1C	2018 FORD F-150 REGULAR CAB 4X4 SHORT BED

Notes	PRICE OF VEHICLE:	\$25,875.00
STATE CONTRACT SW0035	UPFIT:	
BASE PRICE - \$21114.00	DELIVERY:	\$0.00
LOCKING DIFF - \$420.00	TAX	
4X4 - \$3086.00	TITLE:	
BLUETOOTH/CAMERA - \$765.00		
AT TIRES - \$295.00		
HITCH - \$195.00	TOTAL PRICE:	\$25,875.00

The price includes all discounts rebates and/or concessions. Tag title license and delivery not included unless stated above.

YOUR FLEET PROCUREMENT PROFESSIONALS

www.hudifleet.com





Unit # 2386

1995 Ford F-150 XL 4x4

Mileage 165651

Regular Board of Commissioners

1.d.

Meeting Date: 09/18/2017

OKC Hazardouse Waste

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

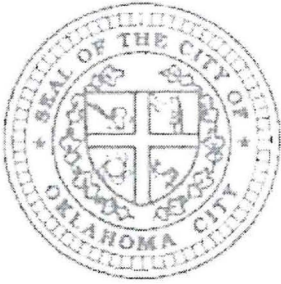
Information

Title of Item for Agenda

Approve a Memorandum of Understanding with the City of Oklahoma City to renew an Inter-Governmental Agreement for Regional Household Hazardous Waste Collection and Management Project regarding hazardous waste disposal.

Attachments

OKC Haz Waste Agreement



MEMORANDUM

Council Agenda
Item No. VII.AB.5.
7/18/2017

The City of OKLAHOMA CITY

RECEIVED

AUG 18 2017

CITY CLERK

TO: Mayor and City Council

FROM: James D. Couch, City Manager

Renewal of Inter-Governmental Agreement with the City of Shawnee, Regional Household Hazardous Waste Collection and Management Project, retroactive to July 1, 2017 through June 30, 2018.

Purpose Renewal of Inter-Governmental Agreement with the City of Shawnee, to continue providing a Regional Hazardous Waste Collection and Management Service.

Background An Inter-Governmental Agreement with the City of Shawnee was approved June 21, 2016 (Item No. VII.AH.5.). Pursuant to Article 4 of the Agreement and at the request of the City of Shawnee, this Agreement may be renewed for each subsequent year.

To continue providing a Household Hazardous Waste Collection and Management Service to residents of Shawnee, the City of Shawnee has requested a renewal Agreement for the period of July 1, 2017 through June 30, 2018.

The City of Oklahoma City will continue to maintain an accounting of the cross-jurisdictional accounts and bill the City of Shawnee for reimbursement.

Term July 1, 2017 through June 30, 2018.

Revenue Account Storm Water Drainage Utility Fund - Hazardous Materials Services - 330-0075-42250000.

Review Public Works Department

Recommendation: Renewal of Inter-Governmental Agreement be approved.



May 18, 2017

Mr. Lyndel Gibson
Supervisor
City of Oklahoma City
3738 SW 15th Street, Building 1
Oklahoma City, OK 73104

Re: Renewal of Hazardous Waste MOU

Dear Mr. Gibson:

Pursuant to Article 4 of the Memorandum of Understanding between our cities, notice is required of our intent regarding this contract. Please be advised the City of Shawnee would like to continue participation with Oklahoma City regarding hazardous waste disposal.

Please send a copy of the renewal agreement to the Office of the City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448 so that we may present it to our City Commission for approval.

Thank you for your assistance in this regard. Should you have any questions, please don't hesitate to contact me.

Sincerely,

Richard Finley
Mayor

**An Inter-Governmental Agreement for a Regional
Household Hazardous Waste
Collection, and Management Project (the Project)**

THIS AGREEMENT, made and entered into this the 21st day of June, 2016, by, between and among City of Shawnee (hereinafter referred to as "Participant" or "Participants") and The City of Oklahoma City (hereinafter referred to as "Oklahoma City").

WITNESSETH:

WHEREAS, the parties, referenced above, with The City of Oklahoma City acting as Lead Party, have resolved to enter into this Agreement to define the participation and expectations of each party and to coordinate the collection and management of household hazardous waste (HHW) and the implementation of a joint program; and

WHEREAS, the EPA Clean Water Act of 1987 requires the establishment of Hazardous Waste Collection and Disposal Programs for MS4 permits; and

WHEREAS, hazardous household waste is "a waste which would be chemically or physically classified as a hazardous waste but is excluded from regulation as a hazardous waste pursuant to the regulations of the Environment Protect Agency because it is generated by a household;" such HHW consisting of numerous products common to the average household, such as pesticides, paints, polishes, cleaners, and automotive supplies; and

WHEREAS, each party to this Agreement has independently researched the possible benefits and obligations of participating in and coordinate activities under the Project; and

WHEREAS, each party has determined that a regional cooperative HHW Education, Collection and Management Project will provide increased convenience/participation and possibly result in a lower cost per participant and cost savings to all parties; and

NOW, THEREFORE, in consideration of the mutual goals and covenants contained herein, and the mutual benefits to result therefrom, the parties agree as follows,

1. The purpose of this Agreement is to establish a Regional HHW Collection and Management Project to affect cost savings, increase public convenience and participation, and educate the public about the proper management of HHW.

2. The term of this Agreement shall commence upon its effective date and conclude June 30, 2017 (which term shall be referred to as the "Initial Term" or the "Demonstration Period").

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

3. Each Participant shall have the right to terminate its participation under this Agreement at any time during the term of the Agreement for any reason, including, but not limited to, its own convenience. If any Participant under this Agreement elects to withdraw or terminate its participation under the Agreement prior to June 30, 2017, the withdrawing Party shall give Oklahoma City thirty (30) days prior written notice of the termination. Any Participant withdrawing from this Agreement must meet all financial commitments and other obligations up to the point of the termination or withdrawal. Withdrawal or termination shall not be effective until all financial commitments and other obligations shall be satisfied.

4. Each Participant may independently renew this Agreement beyond the Initial Term upon mutual agreement of Oklahoma City and the renewing Participant. Request for renewal shall be in the form of a letter from the authorized representative of the Participant must be received in July and may be accepted by the City Public Works Director on behalf of Oklahoma City. Each such renewal shall be for one fiscal year, July 1 to the following June 30. Provided however that no Participant in arrears in payment of charges for services render pursuant to this Agreement shall be permitted to renew this Agreement.

5. The City of Oklahoma City agrees to accept HHW from residents of Participant, with the understanding that The City of Oklahoma will maintain an accounting of these cross-jurisdictional amounts and reimbursement for their management. The residents will be required to comply with ordinances and policies for the disposition of HHW established by Oklahoma City, as may be amended from time to time.

6. The City of Oklahoma City, will bill each Participant (the city or county from which a participating **resident** has originated as such proof of residency is presented to Oklahoma City) separately after each collection occurrence and the participating Party will reimburse Oklahoma City in accordance with the terms of this Agreement. The Participant hereby agrees to establish and/or encumber funding for this Agreement and the services to be provided, and to timely pay for services provided. The Participant agrees that Oklahoma City may but is not required to inquire or investigate the residency of any person dropping off HHW beyond the address on the resident's driver's license.

7. Billings are considered due forty-five (45) calendar days after issuance of billing. If payment is not received by the due date a ten (10%) percent late fee will be assessed to the Participant and service to residents of any delinquent Participants will be subject to termination ninety (90) calendar days after the bill issuance date.

8. Oklahoma City shall assess a rate (based on national surveys) per equivalent rate unit (ERU) of fifteen (15) gallons per household. The fee structure per each resident per arrival or entry shall be evaluated by the following scale:

≤ 7.5 gallons	.5 ERU	\$ 39.50
> 7.5 gallons to 15 gallons	1.0 ERU	\$ 79.00
> 15 gallons to 22.5 gallons	1.5 ERU	\$118.50
> 22.5 gallons	2.0 ERU	\$158.00

[Note:] Minimum charge per vehicle per arrival = .5 ERU
Maximum charge per vehicle per arrival = 2.0 ERU

9. Pursuant to the permit issued by the Oklahoma Department of Environmental Quality, Oklahoma City is prohibited from taking any waste other than products expressly produced for home use. No commercial products will be accepted. No products from commercial business or institutions will be accepted. No products from commercial vehicles shall be accepted.

10. This Agreement shall be deemed effective and legally binding upon execution by each of the parties hereto.

11. This Agreement may be amended upon the mutual agreement of the parties or their authorized representatives.

12. All notices required to be given hereunder, shall be in writing and shall be: delivered in person (and a confirming copy sent by first class mail); or shall be mailed by registered mail; or delivered by facsimile with a return receipt showing delivery (and a confirming copy sent by first class mail), to the following addresses:

- (a) Notices to Oklahoma City:
City Clerk
The City of Oklahoma City
200 North Walker Avenue, 2nd Floor
Oklahoma City, Oklahoma 73102

and

Public Works Department
Storm Water Quality Manager
420 West Main Street, 3th Floor
Oklahoma City, Oklahoma 73102

- (b) Notices to the Participant:

The parties may hereafter designate, in writing and as provided herein, other or different persons or addresses for receipt of notice.

13. When any word in this Agreement is used in the singular number, it shall include the plural and the plural, the singular, except where contrary intention plainly appears. When any word is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

14. The parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be executed in multiple counterparts, each of which shall constitute an original.

15. The parties hereto agree that it is not their intent to create any rights or benefits to any third parties and that no third party beneficiaries shall be created or shall be deemed to be created by this Agreement.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

16. The parties hereto agree to abide by the applicable and constitutionally valid laws of the State of Oklahoma and the United States of America. The parties further agree that any action to enforce the provisions of this Agreement or any dispute over the interpretation of this Agreement shall be resolved and in a court of competent jurisdiction in Oklahoma County, Oklahoma.

17. This is the complete Agreement between the parties and no statements, representations or discussions not set forth herein shall be binding upon the parties and no party is or shall be bound by any statement or representation that does not conform with this document. No agent or any party to this Agreement has authority to alter, modify or change this Agreement except as expressly provided herein. This Agreement shall be read as a whole and shall not be interpreted either for or against any party. This Agreement may only be amended in writing as approved and executed by all parties hereto.

18. Time shall be deemed to be of the essence of this Agreement.

19. A breach of any provision of this Agreement shall be deemed to be a breach of the entire Agreement provided however the breaching party or parties shall be given thirty (30) days notice as provided herein during which to cure any breach prior to the termination of this Agreement. Provided however, the failure of any party hereto to provide notice of a breach of this Agreement shall not be deemed a waiver of that breach or any subsequent breach of a similar or different kind or nature.

20. A determination that any provision or application of any provision of this Agreement to any party is prohibited or contrary to law shall be limited to the specific language and/or party so construed, and shall not effect the validity of the remaining provisions of the Agreement or its binding effect on any other party or parties.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Approved and executed by City of Shawnee this 21st day of May,
(Participant)



Reggie Lipton
Clerk

(Participant)

Wes Maudsall
Mayor

Reviewed for form and legality:

Joseph E. Worndran, Interim City Attorney
City of Shawnee

Approved and executed by The City of Oklahoma City this 21st day of June,
20 16.

THE CITY OF OKLAHOMA CITY

ATTEST: (Seal)

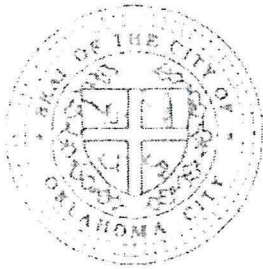
Sharon K. King
City Clerk



Phil Cantu
Mayor

REVIEWED for form and legality.

David Brunner
Assistant Municipal Counselor



MEMORANDUM

Council Agenda
Item No. VII.AH.5.
6/21/2016

The City of OKLAHOMA CITY

TO: Mayor and City Council

FROM: James D. Couch, City Manager

Inter-Governmental Agreement with the City of Shawnee, Regional Household Hazardous Waste Collection and Management Project, July 1, 2016 through June 30, 2017.

Purpose Approval of revised Household Hazardous Waste Collection and Management Service between The City of Oklahoma City and the City of Shawnee to continue providing a Household Hazardous Waste Collection and Management Service.

Background An Agreement was approved January 2, 2008 (Item No. VI.AC.) with the City of Shawnee and has remained in effect with annual renewals requested by the participant.

Some slight changes have been made in paragraph 7 of the Memorandum. The old paragraph 7 reads as follows:

RECEIVED
JUN 27 2016
CITY CLERK

7. Billings are considered due fifteen (15) calendar days after the bill is mailed. If payment is not received by the due date a ten (10%) percent late fee will be assessed to the Participant and service to residents of any delinquent Participant and service to residents of any delinquent Participants will be subject to termination seven (7) calendar days after the due date.

The new paragraph 7 reads as follows:

7. Billings are considered due forty-five (45) calendar days after issuance of billing. If payment is not received by the due date a (10%) percent late fee will be assessed to the Participant and service to residents of any delinquent Participants will be subject to termination ninety (90) calendar days after the bill issuance date.

Because of this change we asked that a new Hazardous Waste Inter-Government Memorandum be approved and executed. The City of Oklahoma City agrees to continue accepting household hazardous waste from residents of the City of Shawnee with the understanding that The City of Oklahoma City will maintain an accounting of these cross-jurisdictional amounts and the City of Shawnee will reimburse The City

of Oklahoma City for collection and disposal of household hazardous waste per terms of the Agreement.

Term July 1, 2016 through June 30, 2017.

Revenue Account Storm Water Drainage Utility Fund - Hazardous Materials Services - 330-0075-42250000.

Review Public Works Department

Recommendation: Agreement be approved.

Regular Board of Commissioners

1.e.

Meeting Date: 09/18/2017

Budget Amd St Fund AARP

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Street Fund

To amend budget for the AARP Grant traffic circle, no matching funds

Attachments

Budget Amd AARP

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
302	4149			Other Grant Revenue	-	9,936.00	9,936.00
				Total	-	9,936.00	9,936.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
302	5-0810-5420			Capital Outlay	350,000.00	9,936.00	359,936.00
					-	-	-
					350,000.00	9,936.00	359,936.00

Approved by the City Commission this
09/18/2017

Explanation of Budget Amendment:
to amend budget for the AARP Grant traffic circle
no matching funds

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Cynthia Arnold

From: Justin Debruin
Sent: Tuesday, August 15, 2017 2:08 PM
To: Cynthia Arnold
Cc: Diane Smith
Subject: FW: AARP Community Challenge: Action Needed
Attachments: AARP GENERAL RELEASE_AARP Community Challenge.docx; Vendor Set-Up W9 Pkg.pdf; FinalChallengeAfterAction.pdf; Oklahoma City of Shawnee MOU.doc

FYI. We have been awarded an AARP Grant for roughly \$10,000 to construct a mini-circle (small roundabout). When we get further along I will provide you with more details.

Justin DeBruin, AICP

Community Development Director
222 N. Broadway
Shawnee, OK 74801
(405) 878 - 1665
justin.debruin@shawneeok.org

From: Bos, Laura [mailto:L.Bos@aarp.org]
Sent: Tuesday, August 15, 2017 11:41 AM
To: Justin Debruin
Cc: Voskuhl, Sean - SWVoskuhl; Sourjohn, Mashell; Watson, Michael; Raru, Nigist (TMP)
Subject: AARP Community Challenge: Action Needed

Congratulations! I am pleased to inform you that **City of Shawnee** has been selected to receive a grant of \$9,936 from AARP through the AARP Community Challenge. This was a competitive national challenge with almost 1,200 applications and your project stood out.

AARP is committed to working with organizations in communities nationwide to help make them great places for people of *all* ages. Your project demonstrated a commitment to do that and we are pleased that you have been selected!

This email contains important and required action steps for receiving the grant award. Failure to take these action steps by the deadline could result in your removal from the grant program or delay receipt of grant funds.

- ? **Communications:** Please do not share this information publicly until after AARP publicly announces the grant winners on September 7, 2017. More information and materials will be forthcoming on the announcement.
- ? **Memorandum of Understanding:** Review and **sign** the attached Memorandum of Understanding and return to livable@aarp.org and cc Mwatson@aarp.org, lbos@aarp.org by **5:00 pm EST on August 22, 2017**. If it is necessary to make changes to the MOU, please redline your changes using Track Changes. Note that significant changes to the document might delay processing of the grant.
- ? **Financial Forms:** Complete the attached required financial documentation forms (Attachment: "Vendor Set-Up W9 Pkg") and return to livable@aarp.org and cc Mwatson@aarp.org, lbos@aarp.org by **5:00 pm EST on August 22, 2017**. It is important that you fill out these forms completely, sign and return by the deadline so that your grant can be processed. Send these financial forms with your signed MOU to livable@aarp.org and cc

Mwatson@aarp.org, lbos@aarp.org (Please do not send them to Financial Services@aarp.org as specified on the New Vendor Form).

- ? **Timing of Payment:** If all materials are fully completed and returned by the deadline, we will overnight a check to you for receipt the first week of September. **PLEASE NOTE:** In order to receive the check through overnight delivery, you must provide a telephone number and a mailing address that is not a PO Box.
- ? **After Action Report:** Please send your **After Action Report** with visuals (photos and/or video) to the AARP National office by December 1, 2017 to livable@aarp.org and via direct mail to AARP Livable Communities, S11-300, 601 E Street, NW, Washington DC 20049. Please see the attached template (Attachment: "FinalChallengeAfterAction"). As you are capturing photos and video of your project for the After Action Report, if you capture an identifiable individual in your photos and/or videos, please have them sign the attached General Release (Attachment: "AARP General Release") and turn in the signed release with your report. Please do not capture artwork or trademarks (including word and design marks) belonging to another organization or individual without written permission allowing AARP to use the third-party artwork and/or trademarks for promotional purposes. All such permissions should also be turned in with your report.
- ? **Branding:** Guidance on use on the AARP logo and references to AARP will be sent to you upon final execution of the Memorandum of Understanding.

Again, congratulations on being selected! We look forward to working with you. If you have any questions throughout this process please contact us at livable@aarp.org.

Best,

Laura K. Bos

AARP | Senior Advisor, Programs |
| 601 E Street NW, Washington, DC 20049 |
| 202.434.2585 |
| lbos@aarp.org |

Regular Board of Commissioners

1.f.

Meeting Date: 09/18/2017

Budget Amd Fund 104 EXPO

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Fund 104

To adjust Fund 104 for Expo renovations that did not finish by June 30, 2017

Attachments

Budget Amd EXPO

City of Shawnee
Budget Amendment
FUND 104
September 18, 2017

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
104	3001			Fund Balance	334,061.91	174,380.50	159,681.41
					-		
				Total	-	174,380.50	174,380.50

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
104	5-1310-5420			Capital Outlay Buildings	-	174,380.50	174,380.50
					-	-	-
					-	174,380.50	174,380.50

Approved by the City Commission this
 09/18/2017

Explanation of Budget Amendment:
 To adjust Fund 104 for Expo renovations that didn't
 finish by 06/30/2017

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Regular Board of Commissioners

1.g.

Meeting Date: 09/18/2017

Budget Amd FD 2

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Capital Fund

To amend budget for loan proceeds for the fire trucks and Station No. 2

Attachments

Budget Amd FD 2

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	4852			Loan Proceeds	-	3,000,000.00	3,000,000.00
				Total	-	3,000,000.00	3,000,000.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	5-0720-5420			Fire Station	-	1,345,555.00	1,345,555.00
301	5-0720-5450			Capital Equipment	151,500.00	1,654,445.00	1,805,945.00
					-	-	-
					151,500.00	3,000,000.00	120,000.00

Approved by the City Commission this
09/18/2017

Explanation of Budget Amendment:
To amend budget for loan proceeds for the
fire trucks and station #2

Approved:

Mayor _____
Attest: _____

City Clerk _____

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

Regular Board of Commissioners

1.h.

Meeting Date: 09/18/2017

Motorola Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize Staff to approve Service Agreement with Motorola Solutions for update and maintenance on Repeater Tower Site Equipment and Dispatch Consoles.

Attachments

Motorola Agreement

City of Shawnee Memorandum



To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager *D.L.*
From: Donald D. Lynch, Emergency Management Director
Date: September 14, 2017
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, the technical support portion of this contract 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 \$111,709.32 which is funded in this year's budget at:

001-5-0740-5301 in the amount of \$55,854.66 and
102-5-0740-5303 in the amount of \$55,854.66

STAFF RECOMMENDATION:

Staff recommends approval of this request.

Thank you for your favorable attention to this request.



MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001023922
Contract Modifier:

Date: 03/9/2017

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

Required P.O.: No
Customer #: 1011240877
Bill to Tag #: 0001
Contract Start Date: 07/01/2017
Contract End Date: 06/30/2018
Anniversary Day: JUL 1st
Payment Cycle:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
20 2 1 8	SCV0169A	***** Recurring Services ***** SUA II	\$3,199.24	\$38,390.88
	LSV01Q00401A	SITE(S)	\$6,109.87	\$73,318.44
		ESSENTIAL PLUS PACKAGE		
		TECH SUPPORT, ONSITE, INFR REPAIR ADV REPL PM, DISPATCH, AND SUS ESSENTIAL PLUS ONSITE PREM GTR8000 RF SITE(S) DISPATCH SITE MCC7500		

SPECIAL INSTRUCTIONS - ATTACH
STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	\$9,309.11	\$111,709.32
Subtotal - One-Time Event Services	\$.00	\$.00
Total	\$9,309.11	\$111,709.32
Taxes	-	-
Grand Total	\$9,309.11	\$111,709.32

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING
JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL

TOTAL RADIO INC	OKLAHOMA CITY	OK
-----------------	------------------	----

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.

<i>CITY MANAGER</i>		
AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
<i>JUSTIN ERICKSON</i>		
CUSTOMER (PRINT NAME)		
<i>[Signature]</i>	<i>CSM</i>	<i>7/28/2017</i>
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
DEREK JOHNSON	405 443-0323	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Shawnee, City Of
Contract Number: S00001023922
Contract Modifier:
Contract Start Date: 07/01/2017
Contract End Date: 06/30/2018

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

Meeting Date: 09/18/2017

Shawnee Park Addition

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Accept public improvements, i.e. sanitary sewer, water line, and paving for the Shawnee Park Addition, placing maintenance bonds into effect.

Attachments

Shawnee Park Sanitary Sewer

Shawnee Park Waterline

Shawnee Park Paving

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That ZIMMERMAN PROPERTIES CONSTRUCTION, LLC,
as Principal, and LEXON INSURANCE COMPANY,

a corporation organized under the laws of the State of TEXAS and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of

Shawnee in penal sum of FIFTEEN THOUSAND EIGHT HUNDRED FORTY SIX AND 00/100S

Dollars (\$ 15,846.00) in lawful money of the United States of America, said sum being
equal to one hundred percent (100%) of the total contract price for ten percent
(10%) for two (2) years after completion and final acceptance for
the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs,
executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these
presents.

DATED this 23RD day of AUGUST, 2017.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

City of Shawnee, dated 8-25 2017, for
(State or Other Entity)

SHAWNEE PARK SANITARY SEWER MAIN EXTENSION MAINTENANCE

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

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

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years

for all projects for the construction of utilities) from and after acceptance of said project by the City of Shawnee; and if Principal shall pay or cause to be paid all labor and materials, including ~~the prime contractor and all subcontractors~~; and if principal shall save and hold City of Shawnee harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

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

(SEAL)

Principal:

ATTEST:

Dave Hull

ZIMMERMAN PROPERTIES CONSTRUCTION, LLC

BY

Matt Z.

TITLE

MEMBER

(SEAL)

SURETY:

ATTEST:

Shelly L. Norsby

LEXON INSURANCE COMPANY

BY

Shelly L. Norsby
Attorney-in-Fact

NAME

SHELLY L. NORSBY

MB2



POWER OF ATTORNEY

LX- 297448

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Mark M. Wilson, Traci Durkee, Rebecca L. Hardegree, James R. Gillespie, Amber Foster, Shelly L. Norsby, Marelana E. Gonzales, Melissa Hutt, Catrina Ruchalski, James M. Boylan its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$7,500,000.00, Seven Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 24th Day of August, 2017.



BY

Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That ZIMMERMAN PROPERTIES CONSTRUCTION, LLC,
as Principal, and LEXON INSURANCE COMPANY,

a corporation organized under the laws of the State of MINNESOTA and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of

Shawnee in penal sum of TWELVE THOUSAND SIX HUNDRED NINETEEN AND 00/100S

Dollars (\$ 12,619.00) in lawful money of the United States of America, said sum being
equal to one hundred percent (100%) of the total contract price for the TWO (2) year, ten percent
(10%) for TWO (2) years after completion and final acceptance for
the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs,
executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these
presents.

DATED this 23RD day of AUGUST, 2017.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

City of Shawnee, dated 8-25, 2017, for
(State or Other Entity)

SHAWNEE PARK WATER MAIN EXTENSION MAINTENANCE

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

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

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years

for all projects for the construction of utilities) from and after acceptance of said project by the City of Shawnee; and if Principal shall pay or cause to be paid all labor and materials, including ~~the prime contractor and all subcontractors~~; and if principal shall save and hold City of Shawnee harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

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

(SEAL)

Principal:

ATTEST:

[Signature]

ZIMMERMAN PROPERTIES CONSTRUCTION, LLC

BY

Matt Z.

TITLE

MEMBER

(SEAL)

SURETY:

ATTEST:

[Signature]

LEXON INSURANCE COMPANY

BY

Attorney-in-Fact

NAME

SHELLY L. NORSEY

MB2



POWER OF ATTORNEY

LX- 297447

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Mark M. Wilson, Traci Durkee, Rebecca L. Hardegree, James R. Gillespie, Amber Foster, Shelly L. Norsby, Marelena E. Gonzales, Melissa Hutt, Catrina Ruchalski, James M. Boylan its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$7,500,000.00, Seven Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 24th Day of August, 2017.



BY

Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That ZIMMERMAN PROPERTIES CONSTRUCTION, LLC,
as Principal, and LEXON INSURANCE COMPANY,

a corporation organized under the laws of the State of Oklahoma and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of

Shawnee in penal sum of THREE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED SIXTY NINE AND 00/100S

Dollars (\$ 319,769.00) in lawful money of the United States of America, said sum being
equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent
(10%) for four (4) years after completion and final acceptance (total of 5 years maintenance), for
the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs,
executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these
presents.

DATED this 23RD day of AUGUST, 2017.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

City of Shawnee, dated 8-25-2017, for
(State or Other Entity)

TRANSPORTATION DRIVE IMPROVEMENTS & MAINTENANCE

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

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

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

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

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

(SEAL)

Principal:

ATTEST: Diane Hull

ZIMMERMAN PROPERTIES CONSTRUCTION, LLC

BY Matt Z.

TITLE Member

(SEAL)

SURETY:

ATTEST: Riley Hall

LEXON INSURANCE COMPANY

BY Shelly L. Norsby
Attorney-in-Fact

NAME SHELLY L. NORSEY

MB2



POWER OF ATTORNEY

LX- 297449

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Mark M. Wilson, Traci Durkee, Rebecca L. Hardegree, James R. Gillespie, Amber Foster, Shelly L. Norsby, Marelana E. Gonzales, Melissa Hutt, Catrina Ruchalski, James M. Boylan its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$7,500,000.00, Seven Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 24th Day of August, 2017.



BY

Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Regular Board of Commissioners

1.j.

Meeting Date: 09/18/2017

Lake Leases

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 4 Skipper Tract, 16612 Archery Range Road

From: Sally Cole and Paula Hardeman

To: Randy E. Wolfe

Lot 8 Belcher Tract, 15509 Nickens Road

From: Latta Family Trust

To: Robert and Traci Murphy

Attachments

Lake Lease Wolfe

Lake Lease Murphy



Date	09/07/2017	License No. #031643
Type	☐ Renewal ☒ Transfer (FAMILY)	
Commission Meeting Date	September 18 th , 2017	
Property Address	16612 ARCHERY RANGE ROAD	
Lake Site Location	LOT 4 SKIPPER TRACT	
Lease Dates	09/18/2017 – 09/18/2047	
Lease Fee (changes annually)	\$689.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	RANDY E. WOLFE	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	SALLY COLE & PAULA HARDEMAN	
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	05/12/2015	
Misc. Comments		
Total Charges Paid: \$689.00		

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 031643**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of September 18th, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

RANDY WOLFE
of 16612 ARCHERY RANGE RD SHAWNEE OK 74801 ,

of ,
PARTY OF THE SECOND PART.

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

**16612 ARCHERY RANGE RD
LOT 4 SKIPPER**

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.

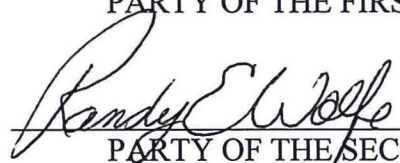
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK


PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

EXHIBIT "A"

Shawnee Twin Lakes – Lake No. 1

Lease Rate Fee Schedule

2010-2045

On September 7, 2010 the City Commission adopted a lease fee of \$600 for 2010 with two-percent (2%) annual increases (rounded to nearest whole dollar) thereafter. The rate schedule below outlines said fees. The applicable fee is due on the anniversary date of your lease each year. These rates apply to all 30-year leases/renewal leases that are processed on or after November 1, 2010. Leaseholders under an existing 5-year lease are not required to pay the applicable fee until their lease expires, but may opt-in to a 30-year lease and pay the applicable fee if they so choose.

YEAR	FEE	YEAR	FEE
2010	\$600	2028	\$857
2011	\$612	2029	\$874
2012	\$624	2030	\$892
2013	\$637	2031	\$909
2014	\$649	2032	\$928
2015	\$662	2033	\$946
2016	\$676	2034	\$965
2017	\$689	2035	\$984
2018	\$703	2036	\$1,004
2019	\$717	2037	\$1,024
2020	\$731	2038	\$1,045
2021	\$746	2039	\$1,066
2022	\$761	2040	\$1,087
2023	\$776	2041	\$1,109
2024	\$792	2042	\$1,131
2025	\$808	2043	\$1,153
2026	\$824	2044	\$1,176
2027	\$840	2045	\$1,200



City of
Shawnee
OKLAHOMA

Date	09/08/2017	License No. #031646
Type	☐ Renewal	☒ Transfer (Fee: \$1,000)
Commission Meeting Date	September 18 th , 2017	
Property Address	15509 NICKENS ROAD	
Lake Site Location	LOT 8 BELCHER TRACT	
Lease Dates	09/18/2017 – 09/18/2047	
Lease Fee (changes annually)	\$689.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	ROBERT & TRACI MURPHY	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	LATTA FAMILY TRUST	
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	04/03/2015	
Misc. Comments	Total Charges Paid: \$1,689.00	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 031646**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of September 18th, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

ROBERT MURPHY
of 3451 S. FISHMARKET RD MCLOUD OK 74851 ,
TRACI MURPHY
of 3451 S FISHMARKET RD MCLOUD OK 74851,
PARTY OF THE SECOND PART.

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

**15509 NICKENS RD
LOT 8 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 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

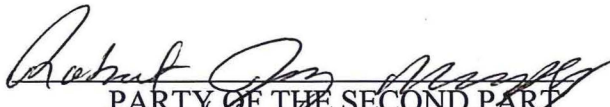
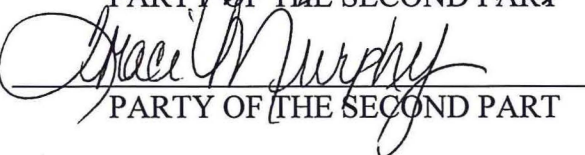

PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

EXHIBIT "A"

Shawnee Twin Lakes – Lake No. 1

Lease Rate Fee Schedule

2010-2045

On September 7, 2010 the City Commission adopted a lease fee of \$600 for 2010 with two-percent (2%) annual increases (rounded to nearest whole dollar) thereafter. The rate schedule below outlines said fees. The applicable fee is due on the anniversary date of your lease each year. These rates apply to all 30-year leases/renewal leases that are processed on or after November 1, 2010. Leaseholders under an existing 5-year lease are not required to pay the applicable fee until their lease expires, but may opt-in to a 30-year lease and pay the applicable fee if they so choose.

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2027	\$840	2045	\$1,200

Regular Board of Commissioners**1.k.**

Meeting Date: 09/18/2017

Mayors Appts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments

Shawnee Beautification Committee

Debi Renegar 1st Full Term

Expires 1/1/2021

Appointment to New Committee

AttachmentsBeauti App Renegar



Boards, Committees and Commissions

- ☒ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Debi Renegar</u>	Application Date: <u>8-17-17</u>
Address: <u>104 N. Leo</u>	Date of Birth: <u>8-27-58</u>
Mailing Address: <u>same</u>	
Daytime Phone: <u>405-570-4988</u> Fax: <u>Ø</u>	Email: <u>debi.renegar@gmail.com</u>
Profession: <u>homemaker (retired - OBU)</u>	
Business Name: <u>-</u>	
Business Address: <u>-</u>	
Business Phone: <u>-</u> Fax: <u>-</u> Email: <u>-</u>	

APPLICATION TO SERVE

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

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

If so, please list the board/committee: Shawnee Beautification Comm. thru City of Shawnee

How many years have you lived in Shawnee? 58

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

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

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

As a life long citizen of Shawnee & being a Master Gardener, I want to do my part in helping Shawnee thrive & be beautiful.

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

Born & raised in Shawnee - I know many people.

From working at O.B.U. for 10 years & being active in my church (Temple Baptist) I understand the importance of people working together for good.

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

Shawnee Beautification Com. through City Hall, Friends of the Library, Serve Shawnee,

Master Gardening Volunteer work, County Fair helper, Bethel School 4-H helper, Trash Off Volunteer, church activities

List education, including degree(s) earned:

High School (Bethel), various Vo Tech computer classes, etc.,

Various banking classes, Mortgage Training, Real Estate Appraiser Board, Real Estate Loan Documentation, Shawnee Chamber Pride Program (twice)

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

Shawnee Beautification Committee 2015-17

Have you ever been charged and/or convicted of a felony? NO

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Ø

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Ø

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Mike Craig	Pastor - Temple Bapt Church	405-630-5906
David Whitlock	President - OBU ^{I was his} Secretary	405-585-5000
Tom Terry	OBU & Master Gardener	hm: 405-273-7882

PLEASE READ CAREFULLY:

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

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

Signature Debi Renegar
Date 8-17-17

Applications are retained on file

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

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605 Fax
405-878-1581
llasyone@shawneeok.org

Revised April 4, 2017

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

Meeting Date: 09/18/2017

Traffic Comm Rec

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Traffic Commission Recommendations

1. Approval of June 27, 2017 Minutes.

STAFF RECOMMENDATION: Staff recommends approval of request.

BOARD RECOMMENDATION: Board recommends approval of request.

2. Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison.

STAFF RECOMMENDATION: Staff recommends approval of request.

BOARD RECOMMENDATION: Board recommends denial of request.

Attachments

Traffic Comm Rec

Traffic Comm Pkt

Traffic Comm Draft Minutes 08-22-2017

**BOARD RECOMMENDATIONS
TRAFFIC COMMISSION
AUGUST 22, 2017 MEETING**

1. APPROVAL OF JUNE 27, 2017 MINUTES

STAFF RECOMMENDATION: Staff recommends approval of request

BOARD RECOMMENDATION: Board recommends approval of request

2. Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison.

STAFF RECOMMENDATION: Staff recommends approval of request

BOARD RECOMMENDATION: Board recommends denial of request

City of Shawnee

Traffic Commission



MAYOR
Richard Finley

BOARD OF COMMISSIONERS

Jack Barrett
Paul Roberts
Peggy Rider

Reuben Peltier
Rebecca Dolin

Please advise me of your attendance plans regarding this meeting at 405-878-1760 or
email at Danielle.turner@shawneeok.org

NOTICE OF MEETING

Traffic Commission

TYPE OF MEETING

Regular Meeting (X) Rescheduled Regular Meeting ()
Special Meeting () Continued or Emergency Meeting ()
Reconvened Meeting ()

DATE
AUGUST 22, 2017

TIME
6:00 PM

PLACE OF MEETING
COMMISSION CHAMBERS
City Hall, Shawnee, OK

Name: Dani Turner
Title: Secretary
Address: P.O. Box 1448
Shawnee, OK 74802-1448
Phone: (405) 878-1760

Filed in the office of the municipal clerk at 11:33 am/pm on 8/15 2017.

Signed: *Phyllis Loftis*
Phyllis Loftis, City Clerk

FOR CITY CLERK'S OFFICE ONLY

Date Notice released to news media: 8/15/17
Person filing notice: Danielle Turner
Notice verified by: *Phyllis Loftis*

Traffic Board Commissioners:

Jack Barrett, Chairman
Paul Roberts
Peggy Rider

City of Shawnee Traffic Commission



Traffic Board Commissioners:

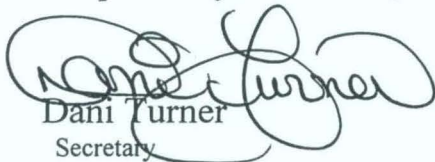
Reuben Peltier, Vice Chairman
Rebecca Dolin

AGENDA

August 22, 2017 at 6:00 P.M.
Commission Chambers, City Hall

- I. Call to Order
- II. Roll Call
- III. Approval of June 27, 2017 Minutes
- IV. Swear in of Travis Flood
- V. Consideration of Requests Received
 - A. Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison. (Deferred from June 27, 2017 Traffic Commission meeting)
- VI. Administrative Reports
- VII. Citizen Participation
- VIII. Board Members Comments
- IX. Adjournment

Respectfully submitted,


Dani Turner
Secretary

**STAFF RECOMMENDATIONS
TRAFFIC COMMISSION
AUGUST 22, 2017 MEETING**

1. APPROVAL OF JUNE 27, 2017 MINUTES

STAFF RECOMMENDATION: Staff recommends approval of request

2. Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison.

STAFF RECOMMENDATION: Staff recommends approval of request

MINUTES
TRAFFIC COMMISSION
June 27, 2017 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL

- I. CALL TO ORDER
II. ROLL CALL

MEMBERS PRESENT

Ronald Taffe- Chairman
Rebecca Dolin
Peggy Rider
Jack Barrett
Reuben Peltier

MEMBERS ABSENT

Wayne Ardrey- Vice Chairman
Paul Roberts

EX-OFFICIO MEMBERS

Michael Ludi, Assistant City Engineer
Danielle Turner, Traffic Commission Secretary
Keith Mangus, Traffic Supervisor

CITIZENS PRESENT

none

III. Approval of October 25, 2016 Minutes

Discussion:

Motion was made by Rider, seconded by Peltier to approve the October 25, 2016 minutes. Motion **carried**

Roll Call: Aye: Taffe, Dolin, Rider, Barrett, Peltier
Nay: none

IV. Appointment of Chairman to Traffic Commission by member of Traffic Commission Board

Discussion:

Jack Barrett volunteered to serve as Chairman of the Traffic Commission.

Motion was made by Taffe, seconded by Rider to approve the appointment of Jack Barrett as Chairman to the Traffic Commission. Motion **carried**

Roll Call: Aye: Taffe, Dolin, Rider, Barrett, Peltier
Nay: none

V. Appointment of Vice Chairman to Traffic Commission by member of Traffic Commission Board

Discussion:

Reuben Peltier volunteered to serve as Vice Chairman to the Traffic Commission.

Motion was made by Dolin, seconded by Rider to approve the appointment of Reuben Peltier as Vice Chairman to the Traffic Commission. Motion **carried**

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

VI. CONSIDERATION OF REQUEST

A. Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison.

Discussion:

Michael Ludi stated he had been asked by Brian Winterringer that this item be deferred to the next Traffic Commission meeting so that a representative from Sonic may attend and speak. It would be up to the Board to vote or defer at the end of the discussion.

Michael Ludi presented a power point presentation showing the location on Highland at Harrison that the flexible delineators would be placed. The location consists of double yellow lines at the traffic signal located west of Harrison on Highland. There are two (2) west bound lanes and two (2) eastbound lanes with an additional turn lane eastbound totaling three (3) lanes eastbound in this specific location. The problem that is occurring as the turn lane fills and is backed up past the entrance of the new Sonic it causes traffic to wait westbound to cross the three lanes of traffic into Sonic. This is backing traffic up into the intersection and causing people to try to come through the intersection and having to stop quickly so not to hit a waiting car. This is also causing cars to drive the wrong way westbound coming out of Sonic onto Highland until they are past the cars in the lanes eastbound. Michael stated he had spoken to the business owner just down from the location. The business owner stated he sees close calls every day especially during the busy hours caused from this issue and believes adding the flexible delineator devices would be a good idea. Ludi stated he has looked at the area and the only option he has come up with is to add the flexible delineator devices. He stated that the devices would be placed on about 100 foot of the roadway on the double yellow lines. This would not be all the way to the intersection. These delineators are between 36 and 42 inches tall made of flexible tubing that would be screwed into the street. If hit by a car these delineators would fold over and pop back up. If the devices are not placed all the way to the intersection a possible issue might be that cars cut early across traffic to make it into the drive. The issue with cars turning westbound out of Sonic into oncoming traffic would most likely still be an issue. Ludi stated while watching traffic this was happening often already. Adding the devices will not eliminate all illegal activity but it should eliminate some of it. The flexible delineator devices have a life span from a few hits, 50 hits, 100 hits and so on depending on the cost of the device. Once people realize that the devices will fold and pop back up they may just run them over and then it would be a maintenance issue. The cost to cover 100 feet would be approximately \$1300.00 to

\$6000.00. No exact product has been picked out with us not having these devices anywhere in town. We would start with the cheaper option to see how it worked. Jack Barrett asked what would be the reason not to place the devices all the way to the intersection to help alleviate the issue of cars driving in the wrong lane westbound to get into the entrance from the intersection. Ludi stated the primary reason for placing these devices is to eliminate the backup in the intersection not to stop traffic from driving illegally. The devices could be placed to the intersection by just adding the additional costs and maintenance. Rebecca Dolin explained that with this being a new Sonic location the traffic is greater right now than it might be in a month or two.

B. Motion was made by Rider, seconded by Dolin to defer the Consideration of request by Staff, to add flexible delineator devices along the centerline of Highland west of Harrison. Motion **carried**

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

VII. ADMINISTRATIVE REPORTS

Michael Ludi handed out two (2) maps. The first map discussed is traffic counts at intersections around town. This map is given just so the Commission has an idea of the traffic numbers at specific intersections in Shawnee. Some of our traffic counts are taken by using counters with hoses that run across the road. The other way we get counts are from some of our new signals. These signals can be set to count cars electronically using motion. The counts on this map are daily counts. We do not have counts from previous years at each intersection. ODOT had taken traffic counts in the past and those counts are on the ODOT website. This is the first map that the City has put out. To retrieve this information from the signals the Traffic Department goes out to the intersection, downloads the information into a computer and then brings it back to the office to format and use. As we move forward with Centracs we will be able to update the map and compare years. With Centracs, once everything is in place, we will be able to pull this information from the office. Not all intersections count. The second map is the Centracs phasing plan. This map shows all of the signal locations that will be set up with Centracs. Centracs is a management system that we will be using to control our traffic signals remotely from downtown. When we have the signals online they will be going to a central programming system where we can watch them all, get alerts and control them remotely. We have Centracs set up in four (4) phases. We are working on software install and hardware right now for phase 1 and phase 2 hardware has been ordered. These cameras do not count the difference in bicycles and cars. They are a motion sensors that we can see through. We do not record traffic. The purpose of this system is to detect problems with signals in real time and be able to remotely fix issues that may occur. Timeline for completion of all phase's best case scenario would be about a year and a half. Phase 4 has out dated cabinets and may not be online during this time depending on budget.

VIII. CITIZEN PARTICIPATION

none

IX. BOARD MEMBERS COMMENTS

Peggy Rider welcomed Jack Barret to the Chair position and Reuben Peltier to the Vice Chair

X. ADJOURNMENT

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

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

Respectfully submitted,

Dani Turner, Secretary

Jack Barrett, Chairman



TRAFFIC COMMISSION

June 27, 2017 6:00p.m.

A. Consideration of Request to add delineators along centerline of Highland



A. Consideration of Request to add delineators along centerline of Highland



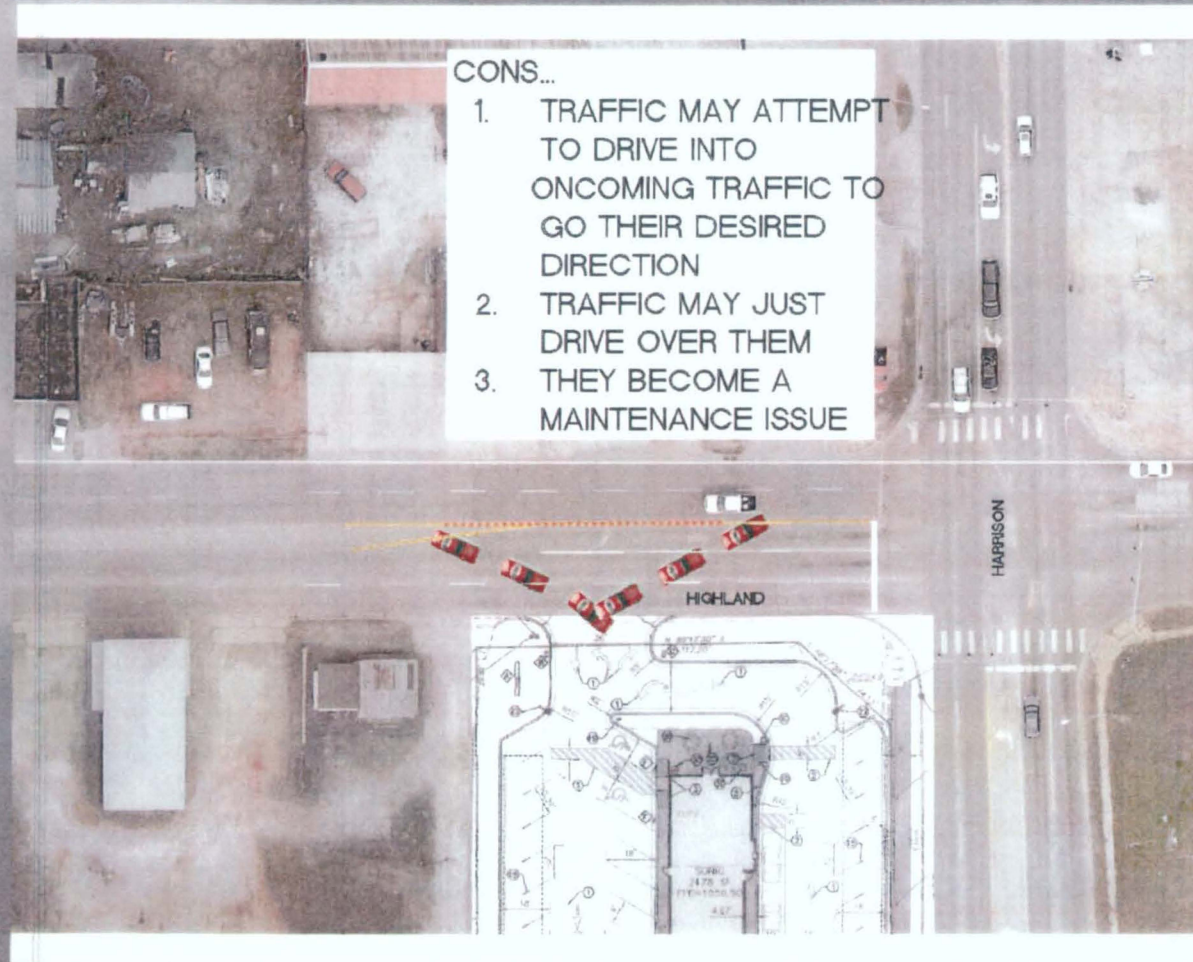
A. Consideration of Request to add delineators along centerline of Highland



A. Consideration of Request to add delineators along centerline of Highland



A. Consideration of Request to add delineators along centerline of Highland





TRAFFIC COMMISSION

June 27, 2017

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

- I. CALL TO ORDER
II. ROLL CALL

MEMBERS PRESENT

Reuben Peltier- Vice Chairman
Rebecca Dolin
Peggy Rider
Paul Roberts

MEMBERS ABSENT

Jack Barrett- Chairman

EX-OFFICIO MEMBERS

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

CITIZENS PRESENT

Brian Winterringer

III. Approval of June 27, 2017 Minutes

Discussion:

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

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

IV. CONSIDERATION OF REQUEST

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

Discussion:

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

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

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

V. Swear in of Travis Flood

VI. ADMINISTRATIVE REPORTS

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

VII. CITIZEN PARTICIPATION

none

VIII. BOARD MEMBERS COMMENTS

none

IX. ADJOURNMENT

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

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

Respectfully submitted,

Dani Turner, Secretary

Jack Barrett, Chairman

Regular Board of Commissioners

3.

Meeting Date: 09/18/2017

Appoint Vice Mayor

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Commission Appointment of a Vice Mayor (per Article III, Section 6 of City Charter).

Attachments

No file(s) attached.

Regular Board of Commissioners

4.

Meeting Date: 09/18/2017

EOM

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by City Manager to Employee of the Month, Jarrod Jackson, Street Department.

Attachments

No file(s) attached.

Regular Board of Commissioners

5.

Meeting Date: 09/18/2017

AARP Presentation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation and acknowledgment of award of the American Association of Retired Persons (AARP) Community Challenge grant, funding the installation of a mini-traffic circle at the intersection of Burns Street and Chapman Avenue.

Attachments

AARP Staff Rpt



Date: September 13, 2017

To: City of Shawnee Commissioners

From: Justin DeBruin, Community Development Director

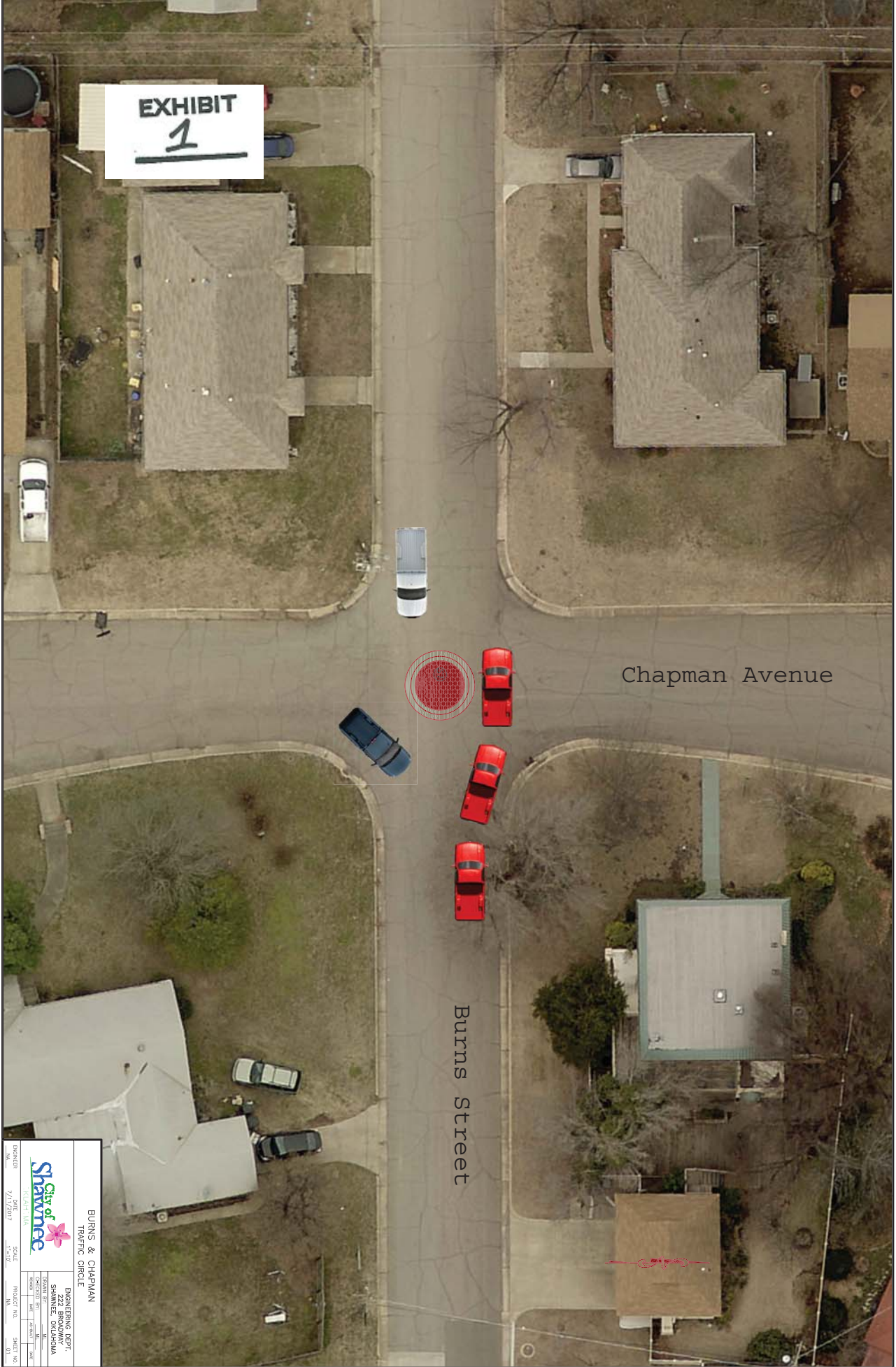
RE: AARP Community Challenge Grant Award

It is a pleasure to announce that the City of Shawnee has been selected to receive grant funding in the amount of \$9,936 from the American Association of Retired Persons (AARP) through the AARP Community Challenge. AARP has invested nearly \$780,000 to improve the quality of life for people of all ages. This was a highly competitive selection process, with over 1,200 applications for the first-ever AARP Community Challenge.

This generous funding will be used to replace stop signs at the intersection of Burns St. and Chapman Ave. with one of the City's first residential mini-circles (Exhibit 1). Mini-circles are raised circular islands constructed in the center of residential street intersections. They reduce vehicle speeds by forcing motorists to maneuver around them and are typically used instead of stop signs. They are traffic calming devices that have been found to reduce motor vehicle crashes, and when properly designed can greatly benefit the safety of pedestrians and cyclists. Staff carefully selected this intersection keeping several factors in mind:

- Located between Kickapoo St. and Shawnee High School, Burns St. is highly trafficked by students and residents on a daily basis. A common safety complaint made the City on this intersection is vehicular traffic disregarding stop signs.
- As a well-established residential neighborhood, Jefferson Terrace is ideally located with many existing amenities that foster an atmosphere of walkability. It is adjacent to Shawnee High School, Jefferson Elementary School, Community Renewal Headquarters, Kickapoo Street (the City's major commercial corridor), and perhaps most uniquely, two beautiful pocket parks located north and south of the subject intersection (Exhibit 2).
- The area reflects great diversity in population age. The historic housing stock, alongside the abundance of amenities in a short proximity, citizens from all walks of life serve to benefit from improved safety and accessibility to basic, local services.

City Staff will design the project in-house and select a qualified contractor to implement the work. All projects must be completed by November 1, 2017, leaving a short window of time to complete the work. This is an ambitious deadline, but a wonderful opportunity to incorporate a best practice traffic measure now, and measure the results for possible use in the future.



EXHIBIT

2

Shawnee
High School

Pottenger Avenue

Overland Court

Project Intersection

Chapman Avenue

Pocket Parks

Jefferson Place

Wallace Street

Ford Street

Dill Street

Burns Street

Kirk Street

Poplar Street

Kickapoo Street

Jefferson
Elementary
School

Louisa Avenue



Regular Board of Commissioners

6.

Meeting Date: 09/18/2017

P10-17 16712 Magnino Rd

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone with a conditional use permit for property located 16712 Magnino Road to allow for a bed and breakfast. Case No. P10-17. Applicant: Lora Davis

Attachments

P10-17 Staff Rpt

P10-17 Ord

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Lora Davis and James Hunter
FOR: Conditional Use Permit
LOCATION: 16712 Magnino Road, Shawnee, OK
PROJECT#: 170798 Case# P10-17

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

A-1; Rural Agricultural District

REQUESTED CLASSIFICATION:

A-1; Rural Agricultural District w/ CUP

PROPOSED PROPERTY USE:

Bed & Breakfast

PLANNING COMMISSION MEETING DATE: September 6th, 2017

PLANNING COMMISSION RECOMMENDATION: Motion passes

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 4

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

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

SECRETARY, PLANNING COMMISSION

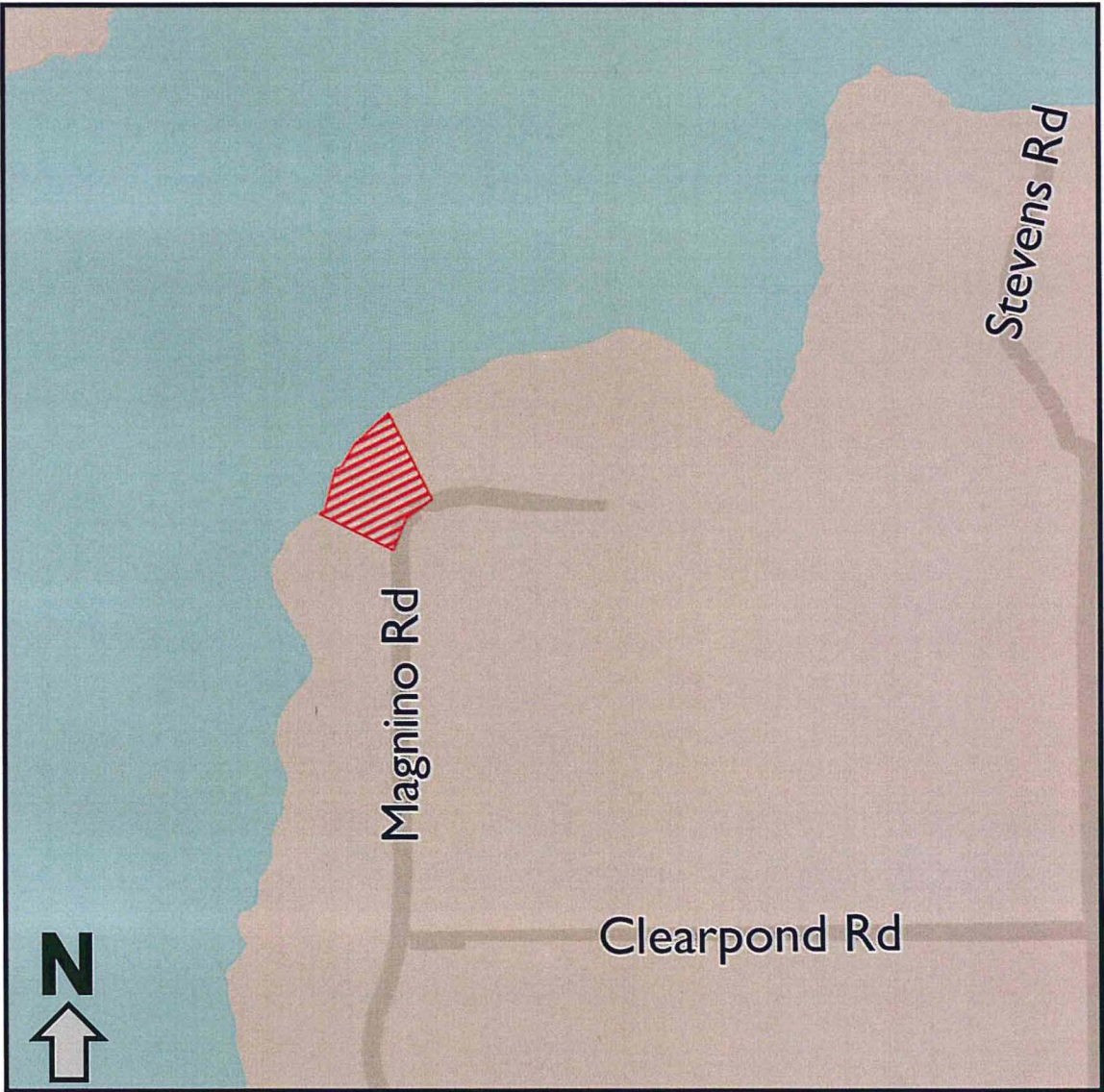
ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org		CASE # P10-17 PUBLIC HEARING DATE: September 6th, 2017 CITY COMMISSION DATE: September 18th, 2017
APPLICANT: Lora Davis James Hunter 16712 Magnino Rd. Shawnee, OK 74801 (405) 275-4017		
PROPERTY ADDRESS/LOCATION: 16712 Magino Rd. Shawnee OK, 74801		
		
The applicant, Lora Davis, is a current lake lot lease holder with the City of Shawnee who has a desire to convert her current residential home into a bed and breakfast (B&B). City lake lot leases are unique in that they are governed not only by the City Zoning Code, but also an overlay zoning district known as the Lake Protection Zone (LPZ). Within the LPZ, a bed and breakfast use may be allowed subject to the granting of a conditional use permit (CUP) by the City Commission.		

In accordance with Section 22-145.3 of the City of Shawnee Zoning Code, a B&B is defined as, "a dwelling or area containing one or more structures occupied by the owner, where for compensation, lodging and breakfast are provided for up to a maximum of six (6) guest rooms per building; and the owner thereof intends that the same guest occupy the bed and breakfast facility for less than thirty (30) days."

The subject lease lot is located at 16712 Magnino Road, and is generally known as Lot 5, Johnston Tract. Mrs. Davis has maintained ownership of the property since 1998 and is good standing with the City.

EXISTING ZONING: A1	EXISTING LAND USE: Residential	SURROUNDING ZONING & LAND USE: A-1 (Agricultural)	School District: I-3 Bethel	PROPERTY SIZE: 1 Acres
--------------------------------------	---	--	--	---

STAFF RECOMMENDATION

Upon reviewing the facts, Staff finds that a B&B use is minimal in intensity and furthermore, the large size of City lease lots provides adequate separation from surrounding leaseholders and property owners. Staff has no objection to approving this request for a B&B use on City lease property.

APPROVE	APPROVE WITH CONDITIONS	DENY
----------------	--------------------------------	-------------

Staff has received no letters of protest from surrounding property owners.

ATTACHMENTS: Exhibit 1	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS	AGENCY COMMENTS	RESPONSE TO STANDARDS		

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: P10-17
Project Number: 170718
Date Filed: August 3rd 2017
Cheryl Dettigew
Planning Commission Secretary

REQUEST:

☒ Rezoning
☒ Conditional Use Permit

☐ Rezoning w/Conditional Use Permit
☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from A-1 District to A-1 w/ CUP District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 16712 Magnino Rd

LEGAL DESCRIPTION: Shawnee Lake Lease Lot 5, Johnston Tract

PROPERTY OWNER (S): Lora Davis James Hunter

PROPERTY AGENT (APPLICANT): _____

APPLICANT'S ADDRESS: 16712 Magnino Rd

CITY: Shawnee STATE: OK ZIP: 74801

EMAIL ADDRESS: lorajodavis@gmail.com

TELEPHONE NUMBER: (405) 275 4617 CONTACT NUMBER: (405) 275 4617

DIMENSIONS OF PROPERTY: AREA: _____ WIDTH: _____
see atch LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: A-1 CURRENT USE: home

PROPOSED ZONING: A-1 CUP PROPOSED USE: Bed & Breakfast one room

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

APPLICATION, OWNERSHIP LIST AND PAYMENT
MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

Lora Davis
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

RECEIPT NO. 02068971

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

Atch 1. Abstract Rpt
2. Lot drawing
3. ...

3 Aug 2017

EXHIBIT

1

To: Shawnee Planning Commission

Please consider my property for a conditional zoning change that will allow me to operate a bed and breakfast at 16712 Magnino Rd. This property is identified on my lake lease as lot 5, Johnson Tract.

My property is located on a dead end road and provides a great view of the lake which may entice new visitors to Shawnee. My home has 1800 square feet and 2 bedrooms both of which have private bathrooms. My guest room has a queen sized bed and 2 built in bunks making it ideal for both adults and families. I only plan on using the guest room for visitors. Initially, I will only do AirBNB as I explore the requirements for providing breakfast options for my guests.

I believe that occasional guests will not be even noticed by my neighbors. Despite that, I have visited with them all to make sure they have no objections.

I was widowed 5 years ago. Adding an additional small revenue stream will allow me to take better care of my property. I also enjoy people and look forward to entering the hospitality field.

Your consideration of my request is appreciated.

Cordially,



Lora J. Davis

16712 Magnino Rd

Shawnee, Ok

405 275 4017

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P10-17

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on an application for a Conditional Use Permit on property located within the City of Shawnee.

The applicant requests a conditional use permit for the following described property:

Lot 5 Johnston Tract City of Shawnee Lake Lease, A/K/A 16712 Magnino Rd. Shawnee, OK.

General Location Known As:	<u>16712 Magnino Road, Shawnee, OK</u>
Current Zoning Classification:	<u>A-1; Rural Agricultural</u>
Requested Zoning Classification:	<u>A-1; Rural Agricultural w/ CUP</u>
Proposed Use of Property	<u>Bed & Breakfast</u>
Applicant:	<u>Lora Davis and James Hunter</u>

The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

September 6th, 2017 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
September 18th, 2017 AT 6:30 P.M.: CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the conditional use permit. The Commission reserves the right to limit discussion and debate on the proposed conditional use permit in the public hearing, in which event those persons appearing in support or opposition of the proposed conditional use permit will be allotted equal time. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

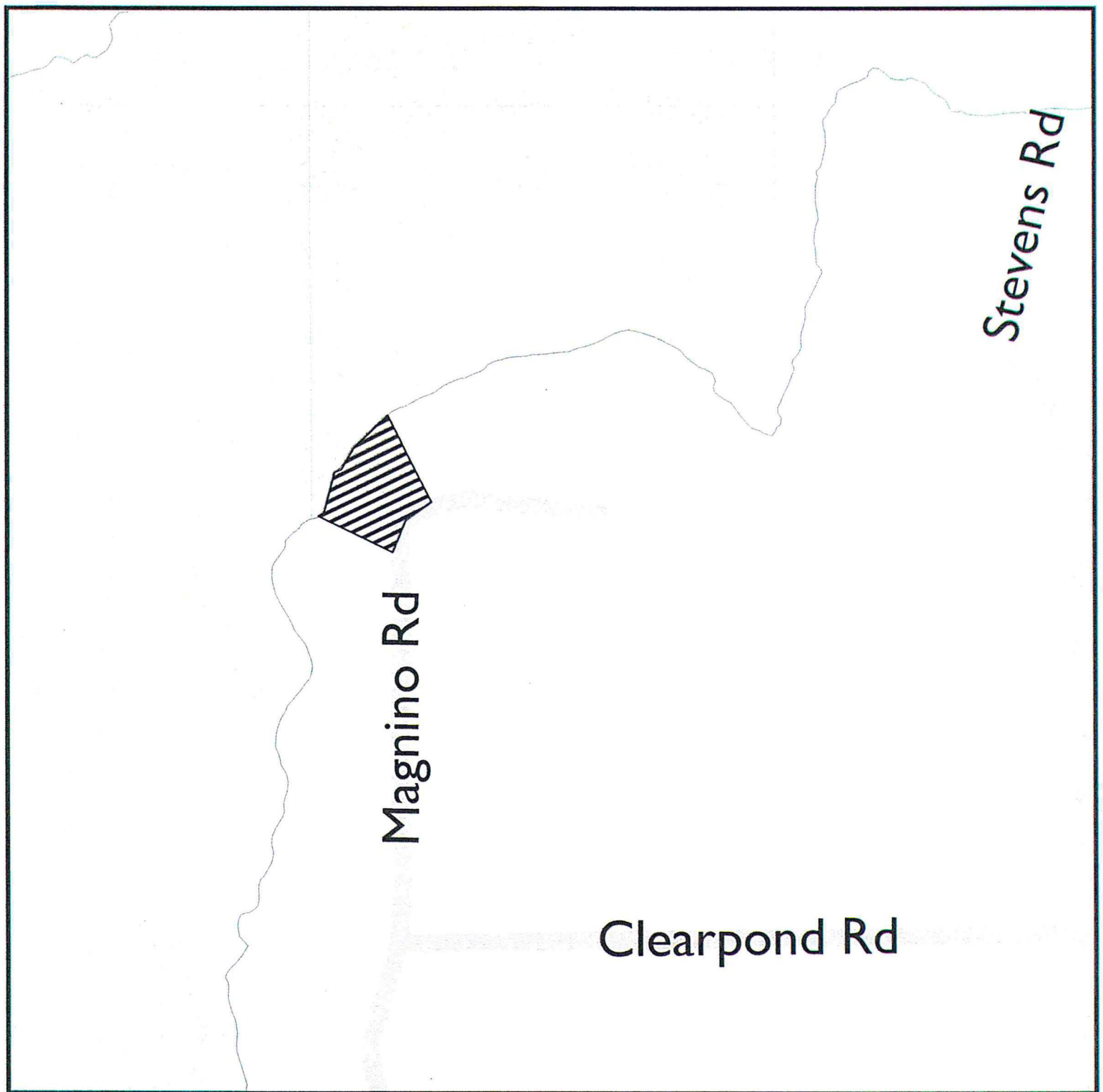
Witness my hand this 16th day of August, 2017.





Phyllis Loftis, City Clerk

CASE # P10-17
CONDITIONAL USE PERMIT
16712 MAGNINO RD



CERTIFICATE OF BONDED ABTRACTOR
300 FEET RADIUS REPORT

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

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

Lot 5 Johnston Tract City of Shawnee Lake Lease, A/K/A 16712 Magnino Rd. Shawnee, OK.

and find the following owners, addresses and brief legal descriptions on the attached page.

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

Dated: 11th of July, 2017

Choice Title & Abstracting

By: 
Christopher H. Silvia Abstractor, License#4645
OAB Certificate of Authority #0167

1221

OWNERSHIP LIST
 LOT 5 JOHNSTON TRACT
 16712 MAGNINO RD
 SHAWNEE, OK 74801
 LORA DAVIS

OWNER	LOT	BLK	ADDITION
JENNIFER D CARDIN 16816 MAGNINO RD SHAWNEE OK 74801	1	JOHNSTON	16816 MAGNINO SHAWNEE OK 74801
LONNIE M COX 16808 MAGNINO RD SHAWNEE OK 74801	3	JOHNSTON	16808 MAGNINO SHAWNEE OK 74801
RONALD E HUGHES 16804 MAGNINO RD SHAWNEE OK 74801	3A	JOHNSTON	16804 MAGNINO SHAWNEE OK 74801
ERRON D MOORE 16800 MAGNINO RD SHAWNEE OK 74801	4	JOHNSTON	16800 MAGNINO SHAWNEE OK 74801
KELLY T DAVIS 17124 MELODIE LANE CHOCTAW OK 73020	6	JOHNSTON	16708 MAGNINO SHAWNEE OK 74801
DERRICK CARPENTER 4 DONNA LANE SHAWNEE OK 74801	7	JOHNSTON	16706 MAGNINO SHAWNEE OK 74801
DERRICK CARPENTER 4 DONNA LANE SHAWNEE OK 74801	8	JOHNSTON	16704 MAGNINO SHAWNEE OK 74801
DERRICK CARPENTER 4 DONNA LANE SHAWNEE OK 74801	9	JOHNSTON	16702 MAGNINO SHAWNEE OK 74801
JOHN & MYRTLE REED 41 MAGNINO RD SHAWNEE OK 74801			SESWSE 22-10-2 41 MAGNINO SHAWNEE OK 74801

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOT 5 JOHNSTON TRACT, CITY OF SHAWNEE LAKE LEASE, ALSO KNOWN AS 16712 MAGNINO ROAD, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT TO A-1; RURAL AGRICULTURAL DISTRICT WITH CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 18th day of September, 2017, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification A-1; Rural Agricultural District to A-1; Rural Agricultural District with Conditional Use Permit.

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to A-1; Rural Agricultural District with Conditional Use Permit.

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: LOT 5 JOHNSTON TRACT, CITY OF SHAWNEE LAKE LEASE, ALSO KNOWN AS 16712 MAGNINO ROAD, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT TO A-1; RURAL AGRICULTURAL DISTRICT WITH CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this _____ day of _____, 2017.

RICHARD FINLEY, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2017.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

7.

Meeting Date: 09/18/2017

Surplus Auction Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to approve an agreement with Excel Auction to auction surplus City property.

Attachments

Auction Memo

Auction Agreement



Office of the Director of Operations

Date: September 12, 2017, 2016
To: Mayor and City Commissioners
From: James Bryce, Director of Operations
RE: Request to enter into Auction Contract

Staff requests permission to enter into contract with Excel Auctions, LLC. to auction off surplus items that the City has stored and no longer needs.

The date for the auction will be Saturday November 25, 2017 at the Exposition Center in Shawnee, Oklahoma. The City's auction items will be sold in conjunction with a regularly scheduled auction that Excel already has going on. The cost to the City is 10% of the total sales of the City's items that do not bring over \$1000.00.

If this contract is approved City Staff will bring the list of items to be sold in front of the Commission to be deemed surplus property before the auction.

It is staff's recommendation to enter into contract.

The 10% will be deducted from the sale revenue before the auction company issues the City a check.



AGREEMENT

This is an Agreement between Mitchell Armitage, as sole proprietor of Excel Auctions, and the City of Shawnee for the sale of goods. All items provided by the City of Shawnee will be sold “as is” and without reserve prices during the Excel Auction sale at the Shawnee Expo Center on November 25, 2017. Said items will be located at the Shawnee Expo Center in Shawnee, Oklahoma.

Excel Auctions agrees to promote the sale of the items owned by the City of Shawnee to the best of their ability through advertising and fliers distributed to the current mailing list of approximately 1500 people and on the company’s website used for that purpose.

In consideration for the services rendered, Excel Auctions shall deduct a Ten Percent (10%) fee from the final sale price of only the items that sale for less than \$1000.00. All items that sell for more than \$1000.00 are free and clear of the fee. This percentage shall constitute the entire fee charged to the City of Shawnee for the services rendered as well as any advertising or operating expenses.

Additionally, Excel Auctions charges a Ten Percent (10%) Buyer’s Premium—paid by the Buyer—on all items sold.

Dated this _____ day of _____, 2017.

City of Shawnee, Oklahoma
A Municipal Corporation

Mitchell Armitage
Excel Auctions, LLC

Justin Erickson, City Manager

Mitchell Armitage

336920 E Hwy 62
McLoud, OK 74851

(405) 641-9438

Attest: _____

Phyllis Loftis, CMC, City Clerk

APPROVED AS TO FORM

Joe Vorndran, City Attorney

Regular Board of Commissioners

8.

Meeting Date: 09/18/2017

Fire Station 2 Change Order

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider approval of Change Order No. 1 for Fire Station No. 2 Rehab Project. *(Attachment(s) to be provided at time of meeting.)*

Attachments

No file(s) attached.

Regular Board of Commissioners

9.

Meeting Date: 09/18/2017

Sales Tax 09-2017

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received September 2017.

Attachments

Sales Tax Rpt 09-2017



Date: September 11, 2017
TO: Mayor and Commissioners
From: Cynthia S. Arnold, Finance Director 
Subject: August sales tax and use tax collections

Sales Tax Collections:

September deposit for sales tax was \$1,493,326 which will be divided among the following funds:

General	\$	995,551
Capital Improvements	\$	192,888
Street Fund	\$	217,776
Economic Development	\$	24,889
Police Sales Tax Fund	\$	31,111
Fire Sales Tax Fund	\$	31,111

Compared to Sept 2016 we were up \$2,491 or .17%. For the year we are up 2.09% which is slightly below what we budgeted for.

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

Use tax deposit in September was \$89,471 up \$1,786 from last year. This is not a big difference from last year but the September 2016 payment has some one-time payments. This month is normally a low month.

	October 2014	October 2015	October 2016	Increase	(Decrease)
	through	through	through	Over Prior	
Month	September 2015	September 2016	September 2017	Amount	Percentage
Oct	1,428,921	1,545,245	1,496,732	(48,513)	(3.14%)
Nov	1,374,143	1,426,192	1,468,286	42,095	2.95%
Dec	1,441,774	1,506,784	1,405,365	(101,420)	(6.73%)
Jan	1,499,067	1,546,951	1,558,709	11,758	0.76%
Feb	1,580,604	1,605,202	1,676,413	71,211	4.44%
March	1,292,781	1,316,044	1,370,990	54,946	4.18%
April	1,426,451	1,552,529	1,469,441	(83,088)	(5.35%)
May	1,466,536	1,493,399	1,573,986	80,587	5.40%
June	1,438,144	1,437,412	1,556,869	119,457	8.31%
July	1,442,218	1,475,520	1,537,860	62,340	4.22%
August	1,588,410	1,530,246	1,559,594	29,348	1.92%
Sept	1,494,203	1,490,836	1,493,327	2,491	0.17%
Total	14,390,637	14,905,278	15,114,651	209,372	1.40%
		Prior Year	Current Year	Increase	(Decrease)
Period		Actual	Actual	Over Prior	
Fiscal Year to Date		4,496,602	4,590,781	94,179	2.09%

Comparison of Sales Tax:

August Payment breakdown- Sept breakdown is not available at this time

		July 2017	July 2016
Top sales tax codes:			
Retail Trades	44-45	\$937,574	\$925,739
Accommodation and Food Service	72	\$268,428	\$259,174
Wholesale Trades	42	\$97,748	\$83,025
Utilities	22	\$92,516	\$65,952
Information	51	\$54,139	\$57,570
Manufacturing	31-33	\$31,426	\$30,725
Real Estate Rental & Leasing	53	\$30,080	\$13,521
Other Services	81	\$14,486	\$12,738
Unclassified	UNC	\$2,287	\$15,504
Arts & Entertainment	71	\$4,400	\$3,398
Professional	54	\$2,688	\$5,855
Misc		\$2,088	\$2,319
Total		\$1,537,860	\$1,475,520

Regular Board of Commissioners

10.

Meeting Date: 09/18/2017

CM Rpt

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Report

Attachments

CM Rpt 08-2017

City Manager Report

August 2017



Highlights

Visit Shawnee Photo Contest to be held September 17-30

Visit Shawnee and the City have partnered to host a photo contest. Photographs may be used in promotional materials and on the City's new website. Individuals are encouraged to submit photos that showcase all the great things to do when you're visiting Shawnee and all the great things to do when you already live here. Examples:

- Beautiful places
- Fun things to do
- "Life in Shawnee" - parks, schools, community activities, police and fire departments etc.
- Photos from OBU, SGU and GCTC
- Photos that feature the Native American heritage of this area

For more information on the contest please see:

<http://www.visitshawnee.com/>

"Cops and Kids" a huge success!

There was a great turnout from those involved and the community for the Cops and Kids event. An estimated 1,500 individuals attended the event in Woodland Park. Thank you to all the various agencies, staff, volunteers, and elected and appointed officials for coming out and making the event such a success. See Page 5 for photos of the event.

2017 Pool Season Breaks Attendance Record

The 2017 Shawnee Splash aquatics facility had high use and was only closed one day due to weather. Total attendance for the season was 40,888 compared with 34,904 in 2016 and 29,836 in 2015. There was an average of 325 patrons each day at the facility. The City would like to thank the community for their continued support of this facility – we are already planning on ways to make the 2018 pool season even better!

OTHER UPDATES BY DEPARTMENT

Finance/Treasurer Report

Sales Tax. August sales tax collected was \$1,559,594 compared to July 2016 we are up \$29,348 or 1.26 percent.

Meetings and Noteworthy Items

City Commission – September 18, October 2

Planning Commission – October 4

Beautification Meeting – September 21

Traffic Commission – September 26

Other Important Dates

Grove 5K – September 30

Family Promise Walk – September 30

Planes, Trains, & Automobiles – October 7

<http://www.ptanda.net/>

Boo on Bell and Third Friday Block Party – October 19-21, <https://seffshawnee.org/>

Other Events:

www.visitshawnee.com/Calendar

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

Board Openings:

Beautification Committee

Traffic Commission

Planning Commission

Note: Applications can be obtained:

www.shawneecok.org/gov/Boards/

City Manager Report

August 2017



Shawnee Municipal Authority

Master Plan Implementation. In 2014, the SMA adopted a Comprehensive Water and Wastewater Master Plan which evaluated all water supply, water treatment, collection systems and wastewater treatment facilities. The Plan included a Capital Improvement Plan (CIP) with recommendations for prioritization and phasing of the recommended short term (0-5 years and 5-10 years) and long term (10-20 years) Capital Improvements Plan (CIP) projects. The City Commission hired an engineering consultant, C.H. Guernsey, to lead the effort to design and construct the first phase of improvements. Guernsey and staff had an official kickoff meeting March 24 that started with a presentation by Guernsey and ended with Guernsey and SMA staff touring the Southside Sewer Plant, Water Treatment Plant and the Northside Sewer Plant. Guernsey conducted a detailed immersion of the plants on April 27 and 28. SMA staff and Guernsey presented the Capital Improvement Plans to DEQ on Tuesday, May 9, 2017. SMA met with Guernsey Engineering and Lemke Survey on June 16 to discuss surveying of the plants. Survey crews began surveying the week of August 21.

DATA Collection for Sewer Collections Manholes/Pipe Data The purpose of this initiative is to complete the wastewater hydraulic model and build an accurate sewer collections map that can be used by staff in the field. The agreement between Smith Roberts Baldischwiler, LLC (SRB) and SMA/City of Shawnee was signed by the City Manager on 6/8/16. SRB will collect up to a maximum of 2500 manholes over three months. Work began the week of June 13th. Data Collection is 100% complete. SRB presented the Sewer Map and Hydraulic Model to SMA on March 22nd, 2017 in OKC. The Model and GPS Data was delivered on April 17th, but was incomplete. The Sewer Model is 100% complete and GPS Data has a few minor details needed before completion. SRB delivered 96% of the data, original expectations was 88%. City staff is inputting the data into our maps and locating the few manholes that were not found.

Operations Department (Parks, Cemetery, Fleet Management)

Parks Master Plan Design Phase. The City's consultant has prepared final draft plans for Woodland Park, Boy Scout Park, KidSpace Park and the downtown area. Two parks (Dean Weigant, and Optimist) have been added to the Design Phase through funding allocated for the new fiscal year. The next public meeting will be planned when the newly added parks are ready for comment, likely in October.

Mowing. August has hit the crews hard with rain and they are trying to get caught up. Crews are working additional hours to address all areas of the City.

Engineering and Streets

Rehab Concrete Streets Project. The project was awarded to MTZ Construction in the amount of \$480,250, and they continue working in the Northridge Area. The project is a maintenance type project with the removal and replacement of badly broken and cracked concrete paving panels at various locations throughout the City.

Kickapoo Street from Farrall to Spur. Supplemental engineering contract was approved by ODOT with Poe & Associates to complete the design and right of way plans for the project. The supplemental contract was approved at the ODOT July 10, 2017 Transportation Commission Meeting. Poe has initiated work on finalizing design plans and preparing all the right-of-way documents and easement necessary for the project. Anticipate being able to begin right-of-way acquisition March of 2018. Right-of-way acquisition and

City Manager Report

August 2017



utility relocations projected to begin March 2018 and be completed by December 2018, which would allow ODOT to let the project for construction bids early-2019.

Avedis/City Sidewalk Project. MTZ construction was awarded the contract in the amount of \$503,555.00. MTZ has completed sidewalks on Main Street from Pesotum to Harrison, on Wallace Street from Kickapoo to Broadway, on Center Street from Wayne to Independence, and on Independence Street from Center to Sequoyah. MTZ will be moving back over on Main Street and will begin installing sidewalk on the south side from Pesotum to Bryan Street.

Planning Department

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

Transportation Alternatives Program. The City was notified in August 2016 that its application to the Oklahoma Department of Transportation for a Transportation Alternatives Program grant was approved. The planned sidewalk will bridge a critical missing gap along MacArthur Street east of Harrison. The Avedis Foundation has agreed to provide matching funds equal to ten percent of the project cost. Staff is working with ODOT on scheduling of this project. The Shawnee Engineering Department is providing the engineering design of this project, saving the City considerable funds.

Development Projects. A number of significant projects are in the development or construction phases. Shawnee Marketplace is nearly built out with one additional structure now completed next to CVS (Freddie's Frozen Custard and Aspen Dental) and another new business forthcoming (Harbor Freight). The developer of the Domino Plaza project at Harrison and 45th Street has completed much of the earthwork and installation of public infrastructure and has final platted the first phase, with construction of the first structure now started. This 15-acre projects includes (per a preliminary plan) a large service station, two hotels, four eating establishments and a dog park. Increased interest in downtown Shawnee has also been seen, with the completion of the Main Street Streetscape Project.

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

Fire Department

Station 2 Rehab/Renovation. The demolition phase of the construction on this project is complete we are currently working to secure additional bids from contractors to make corrections to the structure recommended by the structural engineer. The contractors have prepared the foundation site for the add-on and plan to pour the concrete the week of September 18.

Hydrant Flowing (ISO requirement). Work continues on this project.

Hydrant Painting (ISO requirement). Work continues on this project.

City Manager Report

August 2017



Blue Card Incident Command Certification. Chief Tischer is meeting with department Captains this week to discuss enrolling them in the Blue Card program beginning the week of September 18, 2017.

Police Department

Administration. Would like to thank everyone for their help in making Cops and Kids event such a success, hoping next year's event will be even bigger.

Patrol. Continuing with hiring process for new officer.

CID. Of the 60 cases assigned; 37 cases were cleared, 16 sent to DA, assisted 17 other agencies, 4 arrests made, worked a total of 7 digital forensic cases for SPD and other agencies and recovered \$3,600 in property.

Animal Control. The local Lowes Improvement Center has received funds from Money for Hero grant and has contacted our department to see what our needs are. They will be using funds to redo landscape and improvements to inside of Animal Control building.

Dispatch. Communication supervisor Chrissy Brown presented course on Professional Writing in Telecommunication at APCO International Conference in Denver Co. She is also taking over at Oklahoma NENA website manager for the State of Oklahoma Chapter. Congratulations to Julie Daniels and Haley Wright for their promotion to shift supervisors. Hiring process for 3 new dispatchers is almost complete.

Emergency Management

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

Regional Airport

Land lease. Lease approved for Brown Derby Drive-In by the City Commission on July 17.

Environmental Study. H.W. Lochner was hired to perform an environmental study of 2.48 acres of non-aeronautical land and has submitted findings to FAA as part of the Airport's effort to sell the property.

City Manager Report

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Some of the officers and emergency personnel that helped with Cops and Kids 2017



Many individuals throughout the community helped with the event. A large group of students from the high school participated and the mascots joined in the fun.



Regular Board of Commissioners

11.a.

Meeting Date: 09/18/2017

Adm Rpts Parks

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Parks and Recreation – James Bryce, Director of Operations

Attachments

No file(s) attached.
