

AMENDED AGENDA
BOARD OF CITY COMMISSIONERS
May 6, 2013 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 16.
 - b. Minutes from the April 15, 2013 regular meeting.
 - c. Acknowledge the following minutes:
 - Shawnee Civic and Cultural Development Authority minutes from March 21, 2013
 - Planning Commission minutes from April 10, 2013
 - d. Approve recommendation by the Insurance Work Group to award 2013-14 health insurance to Blue Cross/Blue Shield, Delta Dental and VSP vision insurance.
 - e. Approve recommendation by the Insurance Committee regarding the selection of Insurica as the Insurance Consultant.
 - f. Resolution authorizing Wes Mainord, Mayor, to cast ballot for OMAG election of 2 trustees.
 - g. Authorize staff to begin bid process for Shawnee Municipal Auditorium Building Project.
 - h. Workers' Comp Claim Settlement for Jack Adams
 - i. Approve Community Service Contract Review Committee Recommendations for Fiscal Year 2013-2014.
3. Commissioners Comments
4. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)

5. Mayor's Proclamations:
 "Better Hearing Month"
 May 2013
 "Community Action Month"
 May 2013
6. Introduction of Shawnee 2013 student/teacher delegation for exchange trip to Nikaho, Japan.

ADULT DELEGATES

Pam Hamman, Chair
 Beth Polston, Teacher, Grove School

STUDENT DELEGATES

Shawnee Middle School

Grove School

Sabrina Bartley
 Brennan Roark
 Annika Stephens
 Malachi Swedberg
 Morgan Wallace

Brice Koons
 William Larson
 Macie May

7. Public hearing and consideration of an ordinance rezoning property located at East MacArthur, West of North Bryan from A-1; Agricultural to R-1; Residential Single Family Dwellings. Case No. P04-13 Applicant: Greg Brown Homes, LLC
8. Consideration of approval of a preliminary plat for Wyndemere Addition located at East MacArthur, West of North Bryan. Case No. S05-13 Applicant: Greg Brown Homes, LLC
9. Public hearing and consideration of an ordinance rezoning property located at 1102 West MacArthur from C-2; Suburban Office to PUD; Planned Unit Development, Medical Facilities, Hospital Case No. P05-13 Applicant: Linda Brown, St. Anthony Shawnee Hospital
10. Discussion, consideration and possible action on a resolution of support for HB 1875 to correct imbalance in the cost of collection of Sales Tax.
11. Discussion, consideration and possible action regarding research to determine the feasibility for Downtown Wi-fi.
12. Discussion, consideration and possible action regarding research to determine the feasibility of Red Cedar eradication.
13. Discussion, consideration and possible action regarding expenditure of \$2,500.00 from the 2012 Budget to match with \$2,500.00 of Pottawatomie County funding for the removal of Red Cedar trees on city property around Shawnee Lake.
14. Discussion, consideration and possible action of approval of the CDBG FY 2014 One (1) Year Action Plan for fiscal year beginning July 1, 2013 through June 30, 2014.
15. Discussion, consideration and possible action to establish guidelines for the Community Service Contract Review Committee.

16. Consider Bids:
 - a. Sidewalk/ADA Handicap Ramps Project (Various Locations) Contract No. COS-PW-12-05 (Award)
 - b. FY 11-12 Rehab Asphalt Streets Project – Re Bid Contract No. COS-PW-12-06 (Open)

17. New Business

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

18. Administrative Reports

RECESS TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY

RECONVENE

19. Consider an Executive Session to discuss City Manager's performance evaluation and employment contract pursuant to 25 O. S. §307(B)(1) NOTE 25 O.S. 307 (B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee;"
20. Consider matters discussed in Executive Session regarding City Manager's performance evaluation and employment contract pursuant to 25 O. S. §307(B)(1) NOTE 25 O.S. 307 (B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee;"
21. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 05/06/2013

Open Bids

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 16.

Regular Board of Commissioners

2. b.

Meeting Date: 05/06/2013

Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the April 15, 2013 regular meeting.

Attachments

Minutes 4-15-2013

BOARD OF CITY COMMISSIONERS PROCEEDINGS
APRIL 15, 2013 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, April 15, 2013 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord

Mayor

Absent

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

John Winterringer

Commissioner Ward 5

Steve Smith

Commissioner Ward 6

ABSENT: Pam Stephens

INVOCATION

Lord's Prayer led by Mayor Mainord

FLAG SALUTE

Led by Commissioner Smith

AGENDA ITEM NO. 1:

Consider approval of Agenda.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the Agenda. Motion carried 6-0.

AYE: Harrod, Hall, Winterringer, Smith, Agee, Mainord

NAY: None

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 16.
- b. Minutes from the April 1, 2013 regular meeting.
- c. Authorize staff to purchase Ethernet switching equipment required for new VoIP phone system replacement, from budget line 301-5-0740-5450
- d. Acknowledge the following minutes:
 - Shawnee Urban Renewal Authority minutes from February 5, 2013
 - Planning Committee minutes from March 6, 2013
 - License Payment Report for March 2013
 - Project Payment Report for March 2013

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve the Consent Agenda items 2(a-d). Motion carried 6-0.

AYE: Harrod, Agee, Mainord, Hall, Winterringer, Smith

NAY: None

AGENDA ITEM NO. 3:

Commissioners Comments

Commissioner Agee stated that although we have recently received rain, that the lake is still nine feet below the spillway and everyone needs to do their best to conserve water.

Commissioner Smith asked about the City's ability to receive a 911 text messages stating that some cities have that capability. City Manager Brian McDougal advised we do not at this time. Emergency Management Director Don Lynch stated that we will be getting next generation equipment in six months that will have 911texting ability.

AGENDA ITEM NO. 4:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

Mayor Mainord advised that anyone who wishes to speak in favor or against any of the items on the agenda may do so when that item is called and does not have to during Citizens Participation.

Mr. Don Forsburg commended the Commission for the good work they are doing. He stated that he has been talking to the Commission about the Redcedar problem for about fifteen years. He also said that the City took away the trash containers on Belcher Road and people are throwing trash on the road.

AGENDA ITEM NO. 6:

Mayor' Proclamations:
"National Public Safety
Telecommunications Week"
April 14-20, 2013

Dispatcher Chrissy Oldham accepted the Mayor's Proclamation for "National Public Safety Telecommunications Week" presented by Mayor Mainord.

"Arbor Week"
April 15-19, 2013

Mr. Tom Terry accepted the Mayor's Proclamation for "Arbor Week" presented by Mayor Mainord.

"Earth Day"
April 22, 2013

Dr. Timothy McCollum accepted the Mayor's Proclamation for "Earth Day" presented by Mayor Mainord.

AGENDA ITEM NO. 6:

Presentation by Dr. Don Turton of the OSU Oklahoma Water Resources Research Institute on the impact of Redcedars on stream flow.

Commissioner Agee introduced Dr. Turton and stated that he will be providing general information only. She stated that County Commissioner Randy Thomas advised that if the City budgets for the Redcedars removal, the County will also give assistance.

Dr. Turton provided aerial photographs that showed the encroachment of the Eastern Redcedar on the same property around Shawnee Twin Lakes from 1972 to 2011. Mr. Turton indicated that is hard to definitively determine the benefit, if any, that the removal of the trees may have. He did state that it is possible, if the density of trees and land coverage is high enough that one to two inches of water may be realized annually through runoff at Shawnee Twin Lakes. He also provided information regarding removal stating that these trees can be sheared at ground level, without removing the root, and will not grow back. Dr. Turton was not aware of any municipalities or organization currently actively involved in removing these trees other than Oklahoma City/County and Oklahoma State University. In response to a question from Mayor Mainord, Dr. Turton stated that the Oklahoma Redcedar Association is looking for ways to use the chips for mulch and the oils for perfume and cologne. Commissioner Agee stated that she would like to see the City get a handle on the problem now.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE MUNICIPAL AUTHORITY AND SHAWNEE AIRPORT AUTHORITY (7:15 p.m.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (8:00 p.m.)

AGENDA ITEM NO. 7: Consideration of approval of a preliminary plat for Hyatt Addition Section III located at North Harrison Street, on East 45th Street. Case #S0313 Applicant: Mehdi Azimi

Applicant Mehdi Azimi spoke regarding the housing development and asked Commissioners to approve the preliminary and final plats. He was also available to answer questions from the Commission.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Winterringer, to approve the preliminary plat for Hyatt Addition Section III located at North Harrison Street, on East 45th Street with the following conditions:

1. Concurrent with Final Plat approval for future sections (not including Section 3), Hyatt Road shall be improved to 42nd Street in accordance with City standards to allow public access to Harrison Street. Temporary emergency access shall be provided concurrent with Section 3 only if required by the Fire Marshal.

2. The proposed water line extension shall be installed as shown and include looping in accordance with requirements of the City Engineer and the Shawnee Municipal Authority.
3. The developer shall improve the area noted as "Common Area B" to include recreational amenities for the residents of The Hyatt Addition.
4. The commercial lot that fronts 45th Street shall be developed to include sidewalks along 45th Street concurrent with development of the lot.
5. Application for final plat approval of future phases shall include accompanied with an engineered storm water plan detailing the design of "Common Area B".

Motion carried 6-0.

AYE: Harrod, Winterringer, Smith, Agee, Mainord, Hall

NAY: None

AGENDA ITEM NO. 8:

Consideration of approval of a final plat for Hyatt Addition Section III located at North Harrison Street, on East 45th Street. Case #S0313 Applicant: Mehdi Azimi

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the final plat for Hyatt Addition Section III located at North Harrison Street, on East 45th Street with the following conditions:

1. Concurrent with Final Plat approval for future sections (not including Section 3), Hyatt Road shall be improved to 42nd Street in accordance with City standards to allow public access to Harrison Street. Temporary emergency access shall be provided concurrent with Section 3 only if required by the Fire Marshal.
2. The proposed water line extension shall be installed as shown and include looping in accordance with requirements of the City Engineer and the Shawnee Municipal Authority.
3. The developer shall improve the area noted as "Common Area B" to include recreational amenities for the residents of The Hyatt Addition.
4. The commercial lot that fronts 45th Street shall be developed to include sidewalks along 45th Street concurrent with development of the lot.
5. Application for final plat approval of future phases shall include accompanied with an engineered storm water plan detailing the design of "Common Area B".

Motion carried 6-0.

AYE: Harrod, Hall, Winterringer, Smith, Agee, Mainord

NAY: None

AGENDA ITEM NO. 9:

Discussion, consideration and possible action on lease agreement with REACT

Ambulance Authority for property located in the 1400 block of North Center Street.

Director of Operations James Bryce provided a staff report regarding the proposed lease agreement. Mr. Greg Reid, Director of REACT, stated that the ambulance service would be building another ambulance station on this site to serve the east side of the city. Mr. Reid also said this location would be staffed with a one ambulance and a response crew seven days a week.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Smith, to approve a lease agreement with REACT Ambulance Authority for property located in the 1400 block of North Center Street. Motion carried 6-0.

AYE: Harrod, Smith, Agee, Mainord, Hall, Winterringer

NAY: None

AGENDA ITEM NO. 10: Acknowledge Sales Tax Report received April 2013.

Cynthia Sementelli, Finance Director, stated that the April Sales Tax Report showed the City being down \$180,969 this month or 12.77% compared to last year's actual for the same time frame. However, the reason for the drastic decrease was because the Oklahoma Tax Commission (OTC) amended the return to reimburse them \$170,000.00 due to an error in reporting relating to the St. Anthony's Hospital purchase of Unity Hospital equipment. The corrected amount is down \$10,000.00. April sales tax amount received, plus interest, was \$1,236,564 which accumulatively for the fiscal year we are up \$583,147 or 4.32%.

AGENDA ITEM NO. 11: Discussion, consideration and possible action to enter into joinder agreements with Oklahoma Municipal Retirement Fund to establish a Defined Contribution Plan in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan (CMO DH SI, CMO DH, DC) and joinder agreement with Oklahoma Municipal Retirement Fund to establish a Defined Benefit Plan in the form of the Oklahoma Municipal Retirement Fund

Master Defined Benefit Plan (DB); and authorizing appropriate officials to execute such documents as may be necessary to complete the agreements.

City Manager Brian McDougal stated this plan change affects only the non-union employees. He further outlined the proposed plan and stated that this change was necessary because the City cannot continue to fund the pension at the current rate.

Mr. Fred Bass, of Fred Bass and Company, Inc., explained the savings to the City if the new plan was implemented. He also provided Commissioners with a document called "Summary of Costs Under Different Options".

Ms. Jodi Cox of the Oklahoma Municipal Retirement Fund explained the basic information of the new plan.

Mr. Frank Loman, a current city employee, spoke regarding the plan change stating that he is confused because information he received from Jodi Cox during this meeting is different from what he understood previously.

In her final thoughts and comments Ms. Cox mentioned that new rules applying to governmental accounting will soon require that these retirement funds be booked as a liability against the City.

Vice-Mayor Harrod said that he does not think that employees understand the proposed plan. Commissioner Smith agreed and stated that he would like OMRF to meet with each affected employee and provide them something, in writing, that will explain what their actual retirement numbers are if the new plan is implemented.

A motion was made by Vice Mayor Harrod, seconded by Commission Smith, that all agenda items relating to the retirement plan (Items 11-15) be deferred to the May 20, 2013 meeting; and that each employee receive information regarding their actual retirement numbers. Motion carried 6-0

AYE: Harrod, Smith, Agee, Mainord, Hall, Winterringer

NAY: None

AGENDA ITEM NO. 12:

Discussion, consideration and possible action on an Ordinance adopting an Employee Retirement System, Defined Contribution plan for the position of

Department Head or City Manager for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for employer and employee contributions; providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a committee and providing for powers, duties, and rights of committee; providing for payment of certain obligations; providing for duration and payment of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns and their agencies and instrumentalities for purposes of administration, management, and investment as part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for non-alienation of benefits and loss of benefits for cause; adopting those amendments mandated by the Internal Revenue Code; providing for repealer and severability; and declaring an emergency. (CMO DH SI)

This item was deferred to the May 20, 2013 City Commission meeting per Agenda Item No. 11 above.

AGENDA ITEM NO. 13:

Discussion, consideration and possible action on an ordinance amending the

employee retirement system, defined contribution plan for the position of department head or city manager for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; pertaining to definition of compensation; providing for repealer and severability; and declaring an emergency. (CMO DH)

This item was deferred to the May 20, 2013 City Commission meeting per Agenda Item No. 11 above.

AGENDA ITEM NO. 14:

Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined benefit plan for City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of City of Shawnee, Oklahoma; pertaining to definition of employee; pertaining to eligibility; pertaining to service buyback; providing for cessation of benefit accruals; providing for repealer and severability; and declaring an emergency. (DB)

This item was deferred to the May 20, 2013 City Commission meeting per Agenda Item No. 11 above.

AGENDA ITEM NO. 15:

Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined contribution plan for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; pertaining to the definition of compensation; pertaining to plan design; pertaining to allocation of forfeitures; providing for repealer and

severability; and declaring an emergency.
(DC)

This item was deferred to the May 20, 2013 City Commission meeting per Agenda Item No. 11 above.

AGENDA ITEM NO. 16: Consider Bids:

- a. City Hall Parking Lot Improvement Project Contract No. COS-PW-12-04 (Award)

City Engineer John Krywicki announced that three bids were received and after review and consideration it was staff's recommendation to award the bid to All Roads Paving, Inc. of Oklahoma City, Oklahoma in the total amount of the alternate bid for concrete of \$195,235.40.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Smith, to accept staff's recommendation and award the bid to All Roads Paving, Inc. in the total amount of the alternate bid for concrete of \$195,235.40. Motion carried 6-0.

AYE: Harrod, Smith, Agee, Mainord, Hall, Winterringer
NAY: None

- b. Sidewalk/ADA Handicap Raps Project (Various Locations) Contract No. COS-PW-12-05 (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
RUDY CONSTRUCTION CO Oklahoma City, OK	\$249,690.00
ALL ROADS PAVING INC Oklahoma City, OK	\$127,337.75
PARATHON CONSTRUCTION LLC Edmond, OK	\$157,000.00
MIKE LITTLE CONSTRUCTION Shawnee, OK	\$214,222.00

City Engineer John Krywicki read the bids into the record and requested that the bid award be deferred to the next meeting to allow staff to review and check references.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Smith, to defer the bid award to the May 6, 2013 City Commission meeting. Motion carried 6-0.

AYE: Harrod, Smith, Agee, Mainord, Hall, Winterringer

NAY: None

AGENDA ITEM NO. 17

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. 18:

Administrative Reports

There were no Administrative Reports.

AGENDA ITEM NO. 19:

Consider an Executive Session to discuss City Manager's performance evaluation and employment contract pursuant to 25 O. S. §307(B)(1) NOTE 25 O.S. 307 (B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee;"

A motion was made by Commissioner Smith to postpone Agenda Items 19 and 20 until all commissioners could be present. The motion died for lack of a second.

A motion was made by Commissioner Agee, seconded by Vice Mayor Harrod, to enter into Executive Session to discuss City Manager's performance evaluation and employment contract pursuant to 25 O. S. §307(B)(1) NOTE 25 O.S. 307 (B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee." Motion carried 5-1.

AYE: Agee, Harrod, Mainord, Hall, Winterringer
NAY: Smith

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 9:20 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 11:05 P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 20: Consider matters discussed in Executive Session regarding City Manager's performance evaluation and employment contract pursuant to 25 O. S. §307(B)(1) NOTE 25 O.S. 307 (B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee;"

No action was taken.

AGENDA ITEM NO. 21: Adjournment

There being no further business to be considered, Mayor Mainord adjourned the meeting by the power of the chair at 11:05 p.m.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 05/06/2013

Committee and Board Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Shawnee Civic and Cultural Development Authority minutes from March 21, 2013
 - Planning Commission minutes from April 10, 2013
-

Attachments

SCCDA 3-21-13

Planning Commission 4-10-13

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
MARCH 21, 2013
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR MEETING THURSDAY, MARCH 21, 2013 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 3/15/2013 AT 9:20AM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:30 PM BY MR. KARL KOZEL, CHAIRMAN.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. KARL KOZEL
MR. RANDY GILBERT
MR. CASEY BELL
MR. CARL PACKWOOD
MR. DAVID HARMON
MR. BRIAN MCDUGAL

TRUSTEES ABSENT: MR. JIM LOWE (COMING OFF BOARD)

ALSO IN ATTENDANCE: MICHAEL JACKSON, OPERATIONS MANAGER; MIKE CLOVER, STUART & CLOVER, SHELLY WELCH OF FINLEY & COOK, PHYLLIS LOFTIS OF CITY HALL AND MICHAEL MCCORMICK OF THE SHAWNEE NEWS STAR.

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. KARL KOZEL, DECLARED A QUORUM.

AGENDA ITEM NO.4

ACTION TO ACCEPT SUSAN HAVENS AS A NEW SC&CDA
MAYOR APPOINTED BOARD MEMBER- TERM EXPIRING 12/31/15.

MRS. HAVENS WASN'T IN ATTENDANCE AT THIS MEETING SO THIS WILL BE POSTPONED UNTIL A LATER DATE -

AGENDA ITEM NO.6

APPROVAL OF MINUTES FEBRUARY 2013.

THE MOTION MADE BY TRUSTEE BELL , SECONDED BY TRUSTEE GILBERT TO APPROVE THE MINUTES FROM FEBRUARY 2013 MTG. MOTION CARRIED.

AYE: GILBERT, BELL , PACKWOOD, HARMON, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.8

APPROVAL OF MONTHLY FINANCIAL REPORT.

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

AYE: GILBERT, BELL, PACKWOOD, HARMON, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

THE MOTION MADE BY TRUSTEE PACKWOOD, SECONDED BY TRUSTEE GILBERT TO APPROVE THE GENERAL CLAIMS. MOTION CARRIED.

AYE: GILBERT, BELL, PACKWOOD, HARMON, MCDUGAL, KOZEL
 NAY: NONE
 ABSTAIN:

GENERAL CLAIMS

A.	ARMSTRONG PEST CONTROL BUILDING & GROUNDS MAINTENANCE	\$125.00
B.	AT&T MONTHLY UTILITIES	\$1,451.91
C.	CITY OF SHAWNEE MONTHLY UTILITIES	\$878.34
D.	CINTAS UNIFORM COSTS	\$42.61
E.	RBC AGENCY INC. QUARTER 1 INSURANCE COVERAGE	\$7,755.80
F.	FINLEY & COOK ACCOUNTING SERVICES	\$1,767.50
G.	FUELMAN MONTHLY UTILITY	\$399.75
H.	CITY OF SHAWNEE RY SURCHARGE	\$723.00
I.	OKLAHOMA TAX COMMISSION SALES TAX	\$1,168.43
J.	AIRGAS MID SOUTH INC BUILDING & GROUNDS SUPPLIES	\$106.92
K.	BURGESS COMPANY BUILDING & GROUNDS MAINTENANCE	\$1,760.0
L.	SHAWNEE OFFICE SYSTEMS EQUIPMENT MAINTENANCE	\$57.60
M.	FRONTIER COUNTRY MARKETING ANNUAL MEMBERSHIP	\$300.00
N.	LOCKE SUPPLY GROUNDS MAINTENANCE	\$125.14
O.	FASTENAL COMPANY HORSE STALL REPAIR	\$874.51
P.	CINTAS UNIFORM COST	\$140.54
Q.	SIRLOIN CLUB OF OKLAHOMA MEMBERSHIP DUES	\$200.00
R.	GRIMSLEY'S CLEANING SUPPLIES	\$334.05
S.	BACK 40 DESIGNS WEB HOSTING	\$50.00
T.	WHITES ACE BUILDING CENTER HORSE STALL REPAIR	\$1,182.66
U.	VISION BANK LOAN PAYMENTS	\$1,031.02

V.	OG&E MONTHLY UTILITIES	\$9,370.68
W.	INS TECH SUPPORT, MONTHLY	\$665.00
X.	OKLAHOMA NATURAL GAS MONTHLY UTILITIES	\$420.53
Y.	PITNEY BOWES EQUIPMENT MAINTENANCE	\$153.00
Z.	OKLAHOMA NATURAL GAS MONTHLY UTILITIES	\$894.42
AA.	ARMSTRONG PEST CONTROL BUILDING & GROUNDS MAINTENANCE	\$70.00
BB.	PERSONAL PLUMBING GROUNDS MAINTENANCE	\$382.40
CC.	KIRC SPONSORSHIP	\$125.00
DD.	LOWES MAINTENANCE	\$4.27
EE.	BANKERS CREDIT CARD SERVICE MONTHLY CREDIT CARD PAYMENT	\$335.52
FF.	AT&T MOBILITY MONTHLY CELL PHONE	\$57.16
GG.	CONSTELLATION ENERGY MONTHLY UTILITIES	\$587.28
HH.	JOHN DEERE FINANCIAL SUPPLIES	\$30.86
II.	EXPRESS PROFESSIONALS TEMP SERVICES	\$115.20
JJ.	CHARLEYS GOLF CARTS EQUIPMENT MAINTENANCE	\$50.80

AGENDA ITEM NO. 10

APPROVAL OF SPECIAL EVENT CLAIMS

THE MOTION MADE BY TRUSTEE GILBERT, SECONDED BY TRUSTEE BELL THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, BELL, PACKWOOD, HARMON, MCDUGAL, KOZEL

NAY: NONE

ABSTAIN:

SPECIAL EVENTS:

A.	MIKE MCCORMICK IFYR MEDIA	\$300.00
B.	CIERA HOULTON MILEAGE	\$58.58
C.	JACEY JOHNSON MILEAGE	\$435.59
D.	BAILEY JOHNSON MILEAGE	\$159.04
E.	DYLAN MARKS MILEAGE	\$125.28

SPECIAL EVENTS CONT.

F. WESLEY CARTER
MILEAGE

\$218.79

G. BRYAN DENTON
MILEAGE

\$156.23

AGENDA ITEM NO. 11

APPROVAL OF SHAVINGS CLAIMS

THE MOTION MADE BY TRUSTEE PACKWOOD, SECONDED BY TRUSTEE MCDUGAL THAT THE SHAVINGS CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, BELL , PACKWOOD, HARMON, MCDUGAL, KOZEL

NAY: NONE

ABSTAIN:

A. XYLO
SHAVINGS

\$7,560.00

AGENDA ITEM NO.12

DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION TO REFUND 2 CAMPING FEES FOR PIPELINE CAMPERS.

THE MOTION MADE BY TRUSTEE GILBERT SECONDED BY TRUSTEE PACKWOOD THAT IF THE REFUND AMOUNT IS UNDER \$500 MIKE JACKSON MAKES THE DECISION WITHOUT BOARD APPROVAL THESE TWO ARE APPROVED TO BE REFUNDED BACK AS IS. MOTION CARRIED.

AYE: GILBERT, BELL , PACKWOOD, HARMON, MCDUGAL, KOZEL

NAY: NONE

ABSTAIN:

AGENDA ITEM NO.13

DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION TO CHOOSE IFYR 2013 PERSONNEL

THE MOTION MADE BY TRUSTEE BELL SECONDED BY TRUSTEE MCDUGAL TO USE THE PERSONNEL FROM LAST YEAR WITH THE EXCEPTION OF TED DUNN FOR MEDICALS ISSUES. MIKE JACKSON WILL HAVE FINAL PICK OF THE JUDGES. MOTION CARRIED.

AYE: GILBERT, BELL , PACKWOOD, HARMON, MCDUGAL, KOZEL

NAY: NONE

ABSTAIN:

AGENDA ITEM NO.14

IFYR UP-DATE

THE IFYR ENTRY PROCESS HAS BEEN PUT ONLINE THIS YEAR FOR ELECTRONIC REGISTRATION AND SHANELY YATES FROM INS SHAWNEE MADE THE PRESENTATION WHERE THE BOARD COULD SEE WHAT WE WERE WORKING WITH THIS YEAR.

AGENDA ITEM NO.20

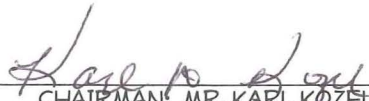
ADJOURNMENT

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

AYE: GILBERT, BELL, PACKWOOD, HARMON, MCDUGAL, KOZEL

NAY: NONE

ABSTAIN: NONE


CHAIRMAN: MR. KARL KOZEL


SECRETARY: MR. BRIAN MCDUGAL

PLANNING COMMISSION MINUTES

DATE: APRIL 10, 2013

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, April 10, 2013 at 1:30 p.m., pursuant to notice duly posted as prescribed by law. Justin Erickson, Planning Director for the City of Shawnee, and Stephanie Clary, Assistant City Planner, presented the staff reports. Staff reports are available upon request.

AGENDA ITEM NO.1: Roll Call

Upon roll call the following members were present:

Bergsten, Carter, Turner, Silvia, Prince, Salter

Not present: *Kirk Hoster

A quorum was declared present and the meeting was called to order.

*NOTE: Kirk Hoster arrived at 1:35 p.m. during Agenda Item #4.

AGENDA ITEM NO. 2: Approval of the minutes from the March 6, 2013 Planning Commission Meeting

Chairman Turner asked for any changes, corrections or additions to the minutes. None were given. Commissioner Prince made the motion seconded by Commissioner Silvia to approve the March 6, 2013 minutes.

Motion passed:

AYE: Prince, Silvia, Bergsten, Carter, Turner, Salter

NAY:

ABSTAIN:

AGENDA ITEM NO. 5:

Case #S04-13 Consideration of approval of a final plat for Hyatt Addition Section III located at North Harrison Street, on East 45th

Applicant: Mehdi Azimi

Also included in the staff's combined report in Agenda Item #4 was the recommendation to approve the final plat with the following conditions:

A variance of 193.53 feet for Bijan Drive to allow for a cul-de-sac to be longer than the specified code standard of 500 feet.

1. Concurrent with the Final Plat approval for future sections (not including Section III), Hyatt Road shall be improved to 42nd Street in accordance with City standards to allow public access to Harrison Street. Temporary emergency access shall be provided concurrent with Section III only if required by the Fire Marshall.
2. The proposed water line extension shall be installed as shown and include looping in accordance with requirements of the City engineer and the Shawnee Municipal Authority
3. The developer shall improve the area noted as "Common Area B" to include recreational amenities for the residents of The Hyatt Addition.
4. The commercial lot that fronts 45th Street shall be developed to include sidewalks along 45th Street concurrent with development of the lot.
5. Application for final plat approval of future phases shall include accompanied with an engineered stormwater plan detailing the design of "Common Area B".

Chairman Turner called for motion. Commissioner Silvia made the motion to approve the Final Plat with the variance and conditions as stated in Staff report. Seconded by Commissioner Carter.

Motion passed:

AYE: Silvia, Carter, Bergsten, Hoster, Turner, Prince, Salter

NAY:

ABSTAIN:

AGENDA ITEM NO. 6: Planning Director's Report

Justin Erickson reported March was a busy month for single family homes with more to come before the Planning Commission in May. Staff also gave an updated report on various projects recently completed or near completion.

The City of Shawnee was successful in obtaining a \$400,000 grant funding from the State for the downtown Streetscape Project.

Justin also gave a report on the Placemaking Conference held in Norman, OK on April 3, 2013. The free conference, attended by Staff and several Planning Commissioners, was well attended and informative.

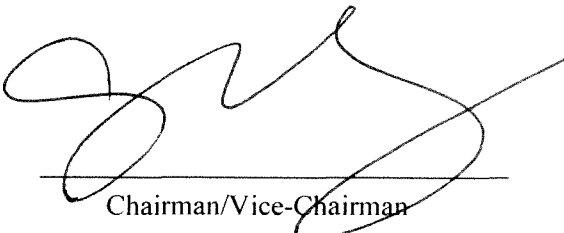
AGENDA ITEM NO. 7: Commissioners Comments and/or New Business

Commissioner Silvia asked Justin Erickson for an update on the right-of-way signage removal which was discussed briefly at last month's Planning Commission Meeting. Staff reported they are currently reviewing codes and rewriting the old City codes. A draft form will be ready for Commissioners to review soon.

Chairman Turner asked for an update on the Residential Code revisions. Staff suggested the Commission discuss scheduling a workshop during the next Commission meeting on May 1.

AGENDA ITEM NO.8: Adjournment

Meeting was adjourned.



Chairman/Vice-Chairman

Linda Burg

Linda Burg, Planning Commission Secretary

Regular Board of Commissioners

2. d.

Meeting Date: 05/06/2013

Insurance WorkGroup

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve recommendation by the Insurance Work Group to award 2013-14 health insurance to Blue Cross/Blue Shield, Delta Dental and VSP vision insurance.

Attachments

Insurance Workgroup

Mayor
WES MAINORD



The City of Shawnee
Office of the Manager
P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1601 Fax (405) 878-1571
www.ShawneeOK.org

Commissioners
PAM STEPHENS
LINDA AGEE
JAMES HARROD
KEITH HALL
JOHN WINTERRINGER
STEVE SMITH

Date: April 30, 2013

To: Mayor and City Commissioners

From: Brian McDougal, City Manager

RE: Insurance Work Group Recommendation, Contract with Blue Cross/Blue Shield

Commissioners:

The City Manager's office concurs with the Insurance Work Group recommendation to continue our contract with Blue Cross/Blue Shield for the 4th consecutive year with no increase in premiums with the options selected as outlined in the attached memorandum provided by Jennifer Dawson, Human Resources, Assistant.

We recommend **approval** of the contract.

City of Shawnee Memorandum



To: Mayor and City Commissioners
CC:
From: Jennifer Dawson, Chair of Insurance Work Group
Date: May 1, 2013
Re: Selection of Insurance for 2013-2014

Commissioners:

The Insurance Work Group worked with the consultant for the selection of Insurance carriers for the upcoming 2013-2014 Insurance Benefit year. This process was delegated to the work group this year by the Commission appointed Insurance Committee. At many meetings a majority, if not all, of the committee was present participating & observing the process of the work group. Below is a summary of the work completed by the group as well as our recommendations for carriers.

Health Insurance:

Insurica representative, Dustin Brand, brought the group an initial renewal rate from Blue Cross Blue Shield with a 3.2% increase. Employees report general satisfaction with BCBS. The City Commission requested the health plan go out to market to other carriers. There were 5 carriers that responded, all declining to quote (lack of network in the area or not able to compete with incumbent). Our consultant was able to negotiate with BCBS for a 0% increase in premium in addition to adding a benefit of covering dependent pregnancy. Work group recommends staying with BCBS.

Dental Insurance:

Dental coverage is currently with Delta Dental in which employees report a strong satisfaction. There was a proposed renewal with no increase so our recommendation is to stay with Delta Dental.

Vision Insurance:

VSP has been the provider for the vision benefit & they proposed no change on benefits or rates. Our recommendation is to stay with VSP.

To: City of Shawnee Employee Benefit Program Carriers

From: Jennifer Dawson, HR Assistant

Date: May 6, 2013

Re: Letter of Intent: Benefit & Eligibility Change

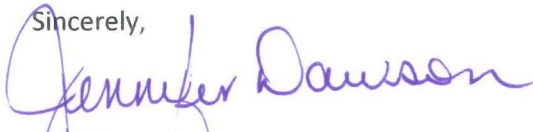
City of Shawnee's City Council has approved a change in our Retiree Benefit eligibility, which we are requesting you change upon our contract's anniversary effective July 1, 2013.

The City of Shawnee and City Council request the following changes to our contracts:

- Retirees of the City of Shawnee must provide application to participate in the City of Shawnee Retiree Benefit Plans no later than thirty (30) days after their retirement date. Those who do not elect coverage timely are considered late entrants and have forfeited any future opportunity to enroll in the Retiree Benefit Plans.
- Upon the Group Health Plan's Anniversary, Blue Cross & Blue Shield has agreed to remove the Dependent Pregnancy Exclusion from the Group Health Plan policy.
- Surviving spouses who remarry may remain on the City of Shawnee's Retiree Benefit Plans, however their new spouse will not be eligible for benefits under the City's Retiree Benefit Plan.
- Early retirees and their eligible spouse may remain on the City of Shawnee's Early Retiree Benefit Plan to age 65. In the event a spouse is younger than the Retiree they may remain on the Plan even after the Retiree turns age 65 enrolled under single coverage until they too reach age 65.

Please feel free to direct any questions relating to these changes to the City's Human Resources Director, Tammy Johnson or our Consultant, Dustin Brand with INSURICA.

Sincerely,



Jennifer Dawson
HR Assistant

CITY OF SHAWNEE
2013 Insurance Work Group Recommendations
March 27, 2012

EXECUTIVE SUMMARY:

INSURICA and the City's Insurance Work Group (made up of volunteer representatives from each Department) have been working together to evaluate the overall satisfaction the City's colleagues have with the current Benefit Program, as well evaluating and negotiating future costs of maintaining a competitive Plan with Carriers.

Below you will find an outline of each benefit item and it is summarized by the Insurance Work Group's recommendation to the City Manager:

EMPLOYER SPONSORED GROUP HEALTH PLAN:

OVERVIEW: *The City's employees continued to report through their Insurance Work Group Representative that they continued to find themselves pleased with the benefits, customer service and network access provided by Blue Cross. The HMO continues to experience a decrease in it's enrollment, however it will provide an option that does not include a Pre-Existing Condition Clause until the Affordable Care Act mandates that Pre-ex clauses be removed from PPO plans.*

- Blue Cross proposed the 2013-2014 renewal to be 3.2%, which drove premium costs up by an estimated \$30,000 per year.
- At the request of the City Council, INSURICA marketed the City's health plan to prospective carriers; however the end result proved Blue Cross to be most competitive. Carrier responses are:
 - **Aetna:** Could not develop a competitive rate against Blue Cross & Blue Shield's renewal.
 - **Community Care:** Declined to quote, because of not having an adequate HMO network in Shawnee.
 - **Coventry:** Declined to quote, because the carrier could not develop a competitive rate.
 - **OML:** Proposed rates, however pricing and benefit design did not compete against the incumbent Blue Cross plan.
 - **United Health:** Declined to quote, because the carrier could not develop competitive rates. United Underwriter reported their rate being 15% higher than the Blue Cross renewal.

FINAL RECOMMENDATION: The Work Group is recommending to the City that the negotiated renewal with Blue Cross be accepted. The Blue Cross benefit offered the best overall strategy for the City and its colleagues.

II. VOLUNTARY GROUP DENTAL PLAN:

OVERVIEW: *The City's employees accepted a 4% rate increase to their voluntary dental plan in 2012. Delta agreed to NOT increase rates for 2013, so there will be no benefit plan design change or rate increase for 2013.*

- The City's employees continue to report strong satisfaction with Delta, plus the Plan's access to a large network of contracted dentists far surpasses the market's competitors.

FINAL RECOMMENDATION: The Work Group recommends that the Voluntary Dental Plan be renewed at the proposed 0% renewal for 2013-2014 plan year.

III. EMPLOYER PAID EMPLOYEE/DEPENDENT GROUP TERM LIFE, OPTIONAL LIFE:

- Current under rate guarantee with Prudential Life Insurance Company.

FINAL RECOMMENDATION: Continue with Prudential

IV. WORKSITE BENEFITS / SECTION 125 CAFETERIA-FLEX PLAN ADMINISTRATION:

OVERVIEW: *American Fidelity continues to offer free flex administration coupled with their NO COST Flex Card allowing the Plan's participants ease in using the benefit.*

- American Fidelity has proposed no changes to their voluntary plans for the 2013 renewal.

FINAL RECOMMENDATION: The Insurance Work Group recommends that the City accept AF's renewal offer at 0% increase in Administration costs!

IN CLOSING:

The Insurance Work Group did appreciate the City allowing input regarding the renewal of our Group Benefit Program. This is the third year costs have been maintained well below the industry average! Should you have any questions or desire additional information, please feel free to contact me.

Jennifer Dawson
Chairperson for Insurance Work Group
405-878-1650

Dustin Brand
Consultant
INSURICA
405-556-2225 – Office
405-761-3724 – Cell

Regular Board of Commissioners

2. e.

Meeting Date: 05/06/2013

Insurance Committee

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve recommendation by the Insurance Committee regarding the selection of Insurica as the Insurance Consultant.

Attachments

Insurance Committee

Mayor
WES MAINORD



The City of Shawnee
Office of the Manager
P.O. Box 1448
Shawnee, Oklahoma 74802-1448
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Commissioners
PAM STEPHENS
LINDA AGEE
JAMES HARROD
KEITH HALL
JOHN WINTERRINGER
STEVE SMITH

Date: April 30, 2013

To: Mayor and City Commissioners

From: Brian McDougal, City Manager

RE: 5 Member Insurance Group Committee Consultant Recommendation

Commissioners:

The City Managers office concurs with 5 Member Insurance Group Committee – Consultant Recommendation to hire Dustin Brand with Insurica to provide City Employee Health Consultant Service from March of 2013 through March of 2014 for the agreed upon price as outlined in the attached memorandum provided by Jennifer Dawson, Human Resources, Assitant.

We recommend **approval** of the contract.

City of Shawnee Memorandum



To: Mayor and City Commissioners
CC:
From: Jennifer Dawson JD
Date: May 1, 2013
Re: Selection of Insurance Consultant

Commissioners:

The 5 member commission-appointed Insurance Committee has worked the past several months on selecting a consultant for the employee insurance benefit. At the 1st meeting we discussed several selection criteria that could be used and decided to enlist the input of the Insurance Work Group (employees). The committee had a list of qualifications that was sent to the work group for review since they had worked with the consultant for many years.

The work group reviewed the questionnaire and made suggested changes to fit the needs of the City of Shawnee. The Committee then took the questionnaire and sent out an RFQ. Listed below are the 7 companies that responded:

Andreini & Co of Oklahoma
Caba (Cher A Bumps & Associates, Inc)
C.L. Frates
Insurica
Maschino, Hudelson & Associates
McGriff, Seibels & Williams Insurance Services, Inc.
Multi-County Insurance Center

Tasked with several proposals to review, the Committee opted to review bids individually then get back as a group to discuss and decide who would be interviewed. After much discussion we narrowed the prospects down to 3 companies to invite for an interview. Interviews were conducted on April 29th with the following companies:

Insurica, Dustin Brand \$24,500/year

Maschino, Hudelson & Associates 3% of premium per year (approx \$30,000)

Caba (Cher A Bumps & Associates, Inc) \$3,200/month \$38,400/year

Committee decided that the level of services currently being provided was satisfactory for the needs of the City of Shawnee and the price is the best value for the tax payers. Our unanimous recommendation was to select Dustin Brand with Insurica for the Insurance Consultant for 2013-2014 with an option to renew for an additional year. Committee will schedule a time in January to review the performance of the consultant and make a recommendation on contract renewal at that time.

EMPLOYEE BENEFIT INSURANCE PROGRAM

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is entered into as of the effective date indicated below, by and between City of Shawnee ("Client") and North American Insurance Agency, dba as INSURICA ("Producer") (collectively, the "Parties").

WHEREAS, Client purchases or provides certain group medical insurance products listed on Schedule A, hereto ("Products") for eligible employees and dependents.

WHEREAS, in connection with such purchase, Client desires to engage Producer to provide certain services set forth on Schedule B hereto ("Services") to Client in exchange for a "Service Fee" (as such term is defined herein); and

WHEREAS, the Parties acknowledge and agree that the medical insurance and/or stop loss carrier(s) will have no involvement in providing the Services or determining the Service Fee.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Consultant of Record.** Client hereby appoints Producer as its "consultant of record" with respect to the Product(s) purchased or provided by the Client.
2. **Service Fee.** Client agrees to pay Producer a fee ("Service Fee") of \$24,500 per calendar year, billed bi-annually (billing months: February and August), and payable within fifteen (15) days after date of invoice, for the Services as set forth on Schedule B hereto. The Service Fee is not refundable.
3. **Additional Services and Fees.** Additional services may be provided by Producer to Client for an additional fee to be disclosed in writing and agreed upon between Client and Producer prior to providing such additional services and billed separately, as the Parties may agree at that time.
4. **HIPAA Privacy.** Producer understands and agrees to carry out its obligations under this Agreement in conformity with the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, to protect the privacy of any personally identifiable health information ("PHI") that is collected, processed or learned as a result of the Services provided under this Agreement as set forth in the Business Associate Agreement between the Parties on Addendum A hereto.
5. **Term and Termination.** This Agreement shall continue in full force and effect until March 31, 2015. The City shall have the option to renew this contract upon completion. Notwithstanding the foregoing, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior

agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof.

7. **Amendments.** Any provision of this Agreement may be amended or waived if such amendment is in writing and signed, in the case of an amendment, by each of the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective.
8. **Independent Contractor.** Producer will perform the Services as an independent contractor on behalf of Client.
9. **Non-Fiduciary.** Producer shall have no discretionary authority or discretionary control respecting the management of any Product(s) and Producer shall perform the Services under this Agreement in a non-fiduciary capacity.
10. **Governing Laws.** This Agreement shall be interpreted according to the laws of the State of Oklahoma to the extent not superseded by federal law.
11. **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other.
12. **Notice.** Any notice given under this Agreement must be delivered via first class mail, via reputable overnight carrier or in person.

This Agreement is effective as of the _____ day of _____, 20____.

“Client”

City of Shawnee

By: _____ Date: _____

Title: _____

“Producer”

North American Insurance Agency, dba, INSURICA

By: _____ Date: _____

Title: _____

Schedule A

- Blue Cross Blue Shield of Oklahoma- Blue Options PPO
- BlueLincs HMO
- Delta Dental
- Prudential
- Community Care Employee Assistance Program
- AFLAC
- American Fidelity Flexible Spending Account
- American Fidelity Life & Disability

Schedule B

Consulting and Advising services performed for the client:

Renewal Management-

- Review and evaluate renewal proposal and advise client on appropriateness of the renewal action.
- Compare to past renewals and identify trends, patterns and opportunities to improve client's position in negotiations.
- Determine from client areas of satisfaction or dissatisfaction with carrier's services.
- Evaluate plan changes when appropriate to reduce cost or improve utilization.
- Negotiate for the best possible renewal for the client.

Plan Marketing-

- Examine loss history to establish the client's current risk level compared to current rates & benefits and renewal proposal.
- Identify carriers who could compete effectively for client's business and provide quality services.
- Assist the client in gathering data and then prepare the request for proposal packet.
- Solicit bids from competing carriers. Meet with carriers to advocate for the client.
- Evaluate proposals and prepare summary and recommendations for the client.
- Implement chosen plan including conducting open enrollment meetings and managing enrollment process with carriers.

Plan Strategy –

- Plan design consultation, education and implementation. Includes PPO, HMO, POS, HRA and HSA as well as other non-medical products.
- Provide benchmark surveys to help guide strategic decisions.
- Evaluate employee participation and company contribution strategy and consult on potential impact on claim utilization.

Data Analysis-

- Interpret and summarize claim utilization reports provided by the carrier or TPA. Identify services that are increasing plan cost and suggest strategies that could offer improvements.
- Plan modeling with actuarial factors using INSURICA's Plan Advisor and Decision Master Warehouse software.
- Evaluate pharmacy benefit manager (PBM) arrangements. Use INSURICA's Zywave Rx tool to compare results to other major PBM's.

Client and member service-

- Provide a dedicated Account Manager to provide service to resolve problems with employee claims, eligibility, membership changes, effective dates, ID cards, provider network, forms, supplies, etc.
- Account Manager assistance is available every business day from 8:00 to 5:00 via telephone, email or fax. Response time to inquiries is same day for inquiries before noon and next day for later inquiries.

Plan Administration and Legislative Compliance-

- Review all plan documents for ERISA compliance.
- Review COBRA administration process for compliance with DOL.
- Provide INSURICA Legislative Briefs. These publications summarize recent federal and state legislative developments and are written by benefit attorneys. Subjects include: **national health insurance reform**, COBRA, HIPAA, CHIPRA, Medicare Part D, Mental Health Parity and ERISA.
- Provide INSURICA's MyWave client portal as an additional resource to the client's benefit team. The portal is a 24/7 resource to collaborate with other benefit managers across the country who are also MyWave users. Also provides direct access to benchmark surveys, downloadable documents for wellness programs and much more.
- Access to INSURICA webinars and workshops held periodically to help further client education on legislative or benefit management issues.
- Conduct Employee Survey when appropriate to determine level of satisfaction with program.

Human Resource Tools and electronic enrollment platforms-

- Build and maintain an electronic "virtual" HR assistant, HR Connection. This is a web based, customized benefit web site branded as the client's own. HR Connection becomes the host for all SPD's, Benefit Summaries, forms, employee handbooks, frequently asked questions and benefit communications. HR Connection is also a Vacation Tracking tool and an electronic benefit election tool. No more paper!
- MyWave HR for access to an entire library of human resource resources including a template employee handbook and policy and procedures.
- If requested, assist the client in identifying potential resources to outsource HR services.
- If requested, assist the client in identifying and evaluating independent electronic enrollment platforms.

Wellness programs-

- Evaluation and consultation of available independent wellness programs as well as carrier based programs.
- Provide guidance in constructing wellness incentives that are not in conflict with HIPAA.
- Provide communication support to the client for their wellness program.

Custom Communications-

- Employee benefit communications such as: flyers, payroll stuffers, posters and articles about benefit changes, new plans and Open Enrollment materials.
- Benefit statements for employees to show total compensation including benefits and salary.
- Consumer driven health care (CDHP) materials to help employees understand the new plans.
- Employee education newsletters on the latest and hottest benefit trends.
- Health awareness newsletter to help keep wellness initiatives fresh.
- Know Your Benefits series newsletter to help employees understand their benefits.
- Live Well, Work Well flyers to provide focus on healthy lifestyles.
- National Health Observances Calendar allows you to educate and inform employees of timely wellness topics throughout the year.

Other professional services-

- When appropriate, we will suggest engaging other professional services outside this agreement. Choosing to follow such recommendations is up to the client and would be at additional fees as determined by the professional selected. Some fees may be discounted because you are an INSURICA client. These other services include: Legal services, Actuarial services, COBRA administrators, Human Resource services, Payroll services, Flex administrative (Cafeteria Plan) services, Pharmacy analytical services and third party claim administrators.

Addendum A

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is made and entered into effective as of the date provided below, by and between North American Insurance Agency, dba INSURICA (“Business Associate”), and Employer/Plan Sponsor identified below (“Plan Sponsor”) on behalf of the group health plan(s) identified below (“Covered Entity”).

RECITALS

WHEREAS, Covered Entity is a group health plan within the meaning of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations thereunder in 45 CFR Parts 160 and 164, Subparts A and E, as the same may be amended from time to time (“Privacy Rule”);

WHEREAS, Business Associate is an insurance producer/broker/consultant that provides certain services to plan sponsors and group health plans in connection with employee benefit matters;

WHEREAS, Business Associate has been retained by Plan Sponsor and Covered Entity to perform certain functions or activities on behalf of Covered Entity under an underlying services agreement (“Services Agreement”) which qualify it as a “business associate” of Covered Entity within the meaning of the Privacy Rule; and

WHEREAS, the Privacy Rule requires, among other things, that Covered Entity obtain assurances from Business Associate that it will properly safeguard the confidentiality of Protected Health Information before Covered Entity may disclose such information to Business Associate or allow Business Associate to create or receive Protected Health Information on behalf of Covered Entity.

NOW, THEREFORE, in consideration of the foregoing RECITALS and for other good and valuable consideration, including renewal of the Services Agreement by the parties, Covered Entity and Business Associate agree as follows:

1. **DEFINITIONS**

Capitalized terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule.

2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

(a) **Permitted Use or Disclosure.** Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

(b) **Safeguards.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(d) **Reporting of Unauthorized Use or Disclosure.** Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware. All such reports shall be made in writing and shall be directed to Plan Sponsor. Each such report shall contain at least the following information:

(i) Description of the nature of the non-permitted use or disclosure;

- (ii) Description of Protected Health Information used or disclosed;
- (iii) Identity of the person who made the non-permitted disclosure or engaged in the non-permitted use;
- (iv) Description of corrective action, if any, Business Associate took or will take to prevent further non-permitted use or disclosure;
- (v) Description of what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and
- (vi) Such other information as Covered Entity may reasonably request.

In addition and in a manner consistent with the breach notification regulation provisions of the Privacy Rule set forth in Subpart D of 45 CFR Part 164 (“Breach Rule”), Business Associate shall, following the discovery of a breach of “unsecured” Protected Health Information, notify Covered Entity of such breach without unreasonable delay and in no case later than 60 calendar days after the discovery of such breach. Business Associate shall provide such additional information necessary or appropriate for Covered Entity to notify individuals affected by such breach (or to provide any other notification required in accordance with the Breach Rule), and shall provide such required notice directly to such affected individuals (or other required recipients) as mutually agreed by the parties.

- (e) **Agreements With Agent or Subcontractor.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) **Access to Information.** Business Associate agrees to promptly provide access, at the written request of Covered Entity and in the time and manner requested, to Protected Health Information maintained by Business Associate in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Section 164.524.
- (g) **Amendment of PHI.** Business Associate agrees to promptly make any amendment(s) to Protected Health Information maintained by Business Associate in a Designated Record Set that the Covered Entity directs, or agrees to, pursuant to 45 CFR Section 164.526, at the written request of Covered Entity or an Individual, and in the time and manner requested.
- (h) **Inspection of Practices, Books and Records.** Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity available to Covered Entity or to the Secretary, in a time and manner requested or designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.
- (i) **Document Disclosures.** Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (j) **Accounting of Disclosures.** Business Associate agrees to provide to Covered Entity or an Individual, in time and manner requested, information collected in accordance with Section 2(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- (a) **General Use and Disclosure.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- (b) **Use for Management and Administration.** Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (c) **Disclosure for Management and Administration.** Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) **Data Aggregation.** Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR Section 164.504(e)(2)(i)(B).

4. OBLIGATIONS OF COVERED ENTITY

- (a) **Privacy Practices.** Covered Entity shall notify Business Associate in writing of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) **Changes.** Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) **Restrictions.** Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Provided, however, Covered Entity agrees that it will not commit Business Associate to any restrictions on the use or disclosure of such Protected Health Information without Business Associate's written approval.
- (d) **Permissible Requests by Covered Entity.** Except for Business Associate's management, administrative activities, and data aggregation, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. SECURITY OF ELECTRONIC PROTECTED HEALTH INFORMATION

- (a) Business Associate shall carry out its obligations under this Agreement in compliance with the Security Rule standards set forth in 45 CFR Part 164, Subpart C ("Security Rule"), concerning the security of electronic Protected Health Information that is created, received, maintained, or transmitted as a result of the services provided to Covered Entity by Business Associate. In conformity therewith, Business Associate agrees it will:
 - (i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected

Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity.

- (ii) Promptly report to Covered Entity any "security incident" of which it becomes aware, as such term is defined in the HIPAA Security Rule. At the request of Covered Entity, Business Associate shall identify: (i) the date of the security incident; (ii) the scope of the security incident; (iii) the Business Associate's response to the security incident; and (iv) the identification of the party responsible for causing the security incident, if known.
- (iii) Ensure that any agent, including a subcontractor, to whom Business Associate provides electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards to protect electronic Protected Health Information.

6. TERM AND TERMINATION

- (a) **Term.** The Term of this Agreement shall begin as of the effective date of this Agreement and continue until the Services Agreement is terminated or expires.
- (b) **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (ii) Immediately terminate this Agreement and the Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (iii) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) **Effect of Termination.**
 - (i) Except as provided in paragraph (ii) of this Section 6(c), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents or subcontractors of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that the return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7. MISCELLANEOUS

- (a) **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (b) **Amendment.** This Agreement may be amended only by the mutual written agreement by the parties. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and/or Business Associate to comply with the requirements of the Privacy Rule and HIPAA.

- (c) **Survival.** The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement so long as Business Associate or any agent or subcontractor of Business Associate remains in possession of any Protected Health Information and shall expire thereafter.
- (d) **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity and/or Business Associate to comply with the Privacy Rule. In the event of a conflict between this Agreement and the Services Agreement, this Agreement shall control.
- (e) **No Third-party Beneficiary.** This Agreement applies solely for the purposes set forth herein and is not intended for the benefit of any person not a party to this Agreement.
- (f) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma to the extent not superseded by federal law.
- (g) **Assignment.** Neither this Agreement nor any of the rights, benefits, duties or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- (h) **Notices.** Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties respective address provided below or to such other address as the parties may from time to time designate in writing.
- (i) **Indemnification.** To the extent allowed by law, each party shall indemnify and hold the other party harmless from all claims, suits, judgments, or penalties, including reasonable attorneys fees, incurred by the other party resulting from the indemnifying party's or any agent, including a subcontractor of the indemnifying party, negligent acts or omissions under this Agreement.

8. EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and all such counterparts together shall be deemed to be one and the same Agreement of the parties.

IN WITNESS WHEREOF, Business Associate and Plan Sponsor (on behalf of Covered Entity) have entered into this Agreement to be effective on the _____ day of _____, 20_____.

BUSINESS ASSOCIATE

North American Insurance Agency
dba INSURICA

By: _____

Title: _____

Date: _____

Address: 5100 N. Clapsen Blvd., #300
Oklahoma City, OK 73118

COVERED ENTITY

City of Shawnee Group Health & Welfare Plan
Name of Group Health Plan

City of Shawnee
Name of Employer/Plan Sponsor

By: _____

Title: _____

Date: _____

Address: P.O. Box 1448
Shawnee, OK 74802

Regular Board of Commissioners

2. f.

Meeting Date: 05/06/2013

OMAG Election

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Resolution authorizing Wes Mainord, Mayor, to cast ballot for OMAG election of 2 trustees.

Attachments

OMAG Election

RESOLUTION NO. _____

OFFICIAL BALLOT

A RESOLUTION AUTHORIZING AND DIRECTING WES MAINORD, MAYOR AND AUTHORIZED AGENT OF THE CITY OF SHAWNEE, OKLAHOMA, TO CAST VOTES FOR TRUSTEES OF THE OKLAHOMA MUNICIPAL ASSURANCE GROUP TO FILL EXPIRING TERMS OF TRUSTEES.

WHEREAS, the City of Shawnee, Oklahoma is a participating employer in the Oklahoma Municipal Assurance Group, duly authorized to vote for Trustees of the Oklahoma Municipal Assurance Group to fill expiring terms of Trustees thereof; and

WHEREAS, Wes Mainord is the authorized agent for the City of Shawnee and should be authorized to cast ballots for Trustees of said Oklahoma Municipal Assurance Group;

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

THAT Wes Mainord, authorized agent, be and he is hereby authorized and directed to cast ballots for and on behalf of the City of Shawnee, Oklahoma for Mr. Michael Bailey for a three year term commencing July 1, 2013 and Ms. Mary Ann Karns for a three-year term commencing July 1, 2013.

PASSED AND APPROVED this 6th day of May, 2013.

(SEAL)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP 2013 Election of Two Trustees

The biographical sketch for each nominee was written by the person(s) who made the nomination. Nominees are listed in alphabetical order. YOU MAY VOTE FOR TWO (2) NOMINEES.



MICHAEL BAILEY, Administrative Director/CFO, City of Bartlesville. Michael is a licensed CPA and the Administrative Director/CFO for the City of Bartlesville. Including his time as an auditor, he has served municipalities for over 10 years. He currently serves as the OMAG Chairman and has been on the Board since 2007. Michael serves on many other State boards. **(The City of Bartlesville participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

MIKE BROWN, Mayor, City of Weatherford. Mike Brown was elected Mayor of the City of Weatherford beginning January 2004. Prior to becoming Mayor, Mike served as City Commissioner for 3 terms beginning in 1996. Mike was named Mayor of the Year for cities over 5000 in 2010. He is a Certified Municipal Official and Certified Mayor. **(The City of Weatherford participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Municipal Workers' Compensation Plan.)**



MARY ANN KARNS, City Attorney, City of Shawnee. Former OMAG Trustee; over 30 years municipal experience representing both current and former OMAG-insured cities (Edmond, Stillwater, Blackwell, and others); Former President OAMA; member, Hall of Fame; presenter, OML seminars; officer, International Municipal Lawyer Association; graduate with distinction OCU Law; Chair, Edmond Economic Development Authority; Don Rider Award recipient. **(The City of Shawnee participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

ROCKY D. ROGERS, City Manager, City of Sand Springs. Rocky Rogers, City Manager of Sand Springs, has 22 years combined military service. His career in local government began in 1986 and in city management in 1999. Rocky received his bachelor's degree from NSU at Tahlequah and his MBA from the University of LaVerne in LaVerne, California. **(The City of Sand Springs participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Municipal Workers' Compensation Plan.)**

JOHN SHEPPARD, City Manager/Treasurer, City of Walters. City Manager/Treasurer at Walters (10 years), 25 years with RECs, ERCOT, Texoma Peanut Co., Board Member – American Red Cross, active in his church, Rotary Club, Walters Chamber of Commerce, OSU Alumni, and currently serves as Vice Chairman OMAG. **(The City of Walters participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Municipal Workers' Compensation Plan.)**

SEE REVERSE FOR ADDITIONAL NOMINEES

SEE REVERSE FOR ADDITIONAL NOMINEES

____ **GAYLORD "Z" THOMAS, City Councilman, City of Guthrie.** "Z" Thomas has served on Guthrie's City Council the last 4 years representing Ward 3. He retired from the USAF as a Lieutenant Colonel and currently serves as the Executive Director for the Oklahoma State Board of Examiners for Long Term Care Administrators with legislative and rule-making process experience. **(The City of Guthrie participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Municipal Workers' Compensation Plan.)**

____ **MARK WHINNERY, City Manager, City of Drumright.** Mark Whinnery became the City Manager in Drumright, Oklahoma in October 2012 after serving 25 years in the Air Force where he retired as a Colonel. His last military assignment was the Mission Support Group Commander at Scott Air Force Base, Illinois. Mark has a Master's Degree in Human Resources. **(The City of Drumright participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Municipal Workers' Compensation Plan.)**

Ballot cast for the governing body of the municipality of _____

Signed:  _____
Mayor

Attested: _____ Date: _____, 2013
Clerk

PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT!

Your Ballot must be returned to the Oklahoma Municipal Assurance Group, 3650 S. Boulevard, Edmond, OK 73013 no later than *May 31, 2013*, by:

- (1) sending a facsimile of the ballot to OMAG at (405) 657-1401;**
- (2) sending the ballot to Karen Jones at kjones@omag.org; or**
- (3) sending OMAG the ballot by certified mail.**

Regular Board of Commissioners

2. g.

Meeting Date: 05/06/2013

Authorize bid process for Shawnee Municipal Auditorium

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize staff to begin bid process for Shawnee Municipal Auditorium Building Project.

Attachments

Authorize Bid Process Shawnee Municipal Auditorium

City of Shawnee Memorandum



To: Mayor and City Commissioners
CC: Brian McDougal, City Manager
From: James Bryce, Director of Operations
Date: April 30, 2013
Re: Exterior Restoration, Exterior Painting, and Window Replacement for the Shawnee Auditorium Building

Staff requests permission to begin the bidding process on the **Exterior Restoration, Exterior Painting, and Window Replacement for the Shawnee Auditorium Building Project**. Funding for this project will come from the Capital Outlay Fund.

Account Number 301 5-1120-5420 309 1120-01 Restoration and Sealing

Budgeted amount \$100,000.00

Account Number 301 5-1120-5420 309 1120-03 Replace Old Windows

Budgeted amount \$20,000.00

Regular Board of Commissioners

2. h.

Meeting Date: 05/06/2013

Workers' Comp Settlement

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Workers' Comp Claim Settlement for Jack Adams

Attachments

Workers' Comp Settlement

Mayor
WES MAINORD



The City of Shawnee

PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 273-1250 Fax (405) 878-
1581

www.ShawneeOK.org

Commissioners

PAM STEPHENS
LINDA AGEE
JAMES HARROD
KEITH HALL
JOHN WINTERRINGER
STEVE SMITH

From: Terry Cook

Worker's Compensation: Summary Information

Date:	5/01/2013
Employee Name:	Jack Adams
Date of Hire:	8/20/2012
Injury Date:	8/25/2012
Position Held at Time of Injury:	Maintenance I
Type of Injury:	Fractured Ankle
Amount of Order:	\$ 17,765.00
Type of Payment:	Mutual Agreement- Court Ordered
Recommendation:	I recommend we accept this offer because the employee agreed to this settlement in the form of a Court Agreed Mutual Settlement. This will close the case for good on his injuries and all others known or unknown with no possibility of future medical.
Respondent Payments:	\$ 140.00 Filing Fee \$ 133.24 Safety Fund Tax (.75%) \$ 355.30 Workers' Compensation Administration Fund Fee (2%)

Regular Board of Commissioners

2. i.

Meeting Date: 05/06/2013

Contract Review Recommendations

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve Community Service Contract Review Committee Recommendations for Fiscal Year 2013-2014.

Attachments

Contract Review Recommendations

YMCA Community Center

Senior Citizens

SEDF

CVB

COCAA - COTS

COMMUNITY SERVICE CONTRACT REVIEW COMMITTEE
RECOMMENDATIONS TO THE CITY COMMISSION
FOR FISCAL YEAR 2013-2014

1. Consider renewal of contract with YMCA for operation of Shawnee Community Center for FY 2013-2014.

RECOMMENDATION: To approve the contract with the YMCA for operation of the Community Center for FY 2013-2014 in the amount of \$36,000.

2. Consider renewal of contract with Senior Citizens, Inc. for operation of the Municipal Auditorium for FY 2013-2014.

RECOMMENDATION: To approve the contract with Senior Citizens, Inc. for FY 2013-2014 in the amount of \$89,713.00 (3% INCREASE)

3. Consider renewal of contract with Shawnee Economic Development Foundation for FY 2013-2014.

RECOMMENDATION: To renew the contract with Shawnee Economic Development Foundation for FY 2013-2014 in the amount of \$196,000.00.

4. Consider renewal of contract with Shawnee Convention and Visitors' Bureau for FY 2013-2014.

RECOMMENDATION: To renew a contract with the Shawnee Convention and Visitors' Bureau for FY 2013-2104.

5. Consider renewal of contract with Central Oklahoma Community Action Agency/Central Oklahoma Transit for FY 2013-2014.

RECOMMENDATION: To set aside funding in the amount of \$56,000 for transit program. The funds will not be provided to the agency until the following requirements are met:

- a. City receives their most recent audit.
- b. COCAA's state funding for this program has been reinstated
- c. City receives a current list of COCAA's Board of Directors
- d. City receives information regarding ridership

AGREEMENT

This Agreement entered into this 1st day of July, 2013, by and between the City of Shawnee, Oklahoma, hereinafter the "City", and the Shawnee YMCA, a 501(C)(3) United Way Partner Agency, hereinafter called "YMCA".

WITNESSETH

WHEREAS, the City and YMCA both acknowledge that recreation plays an important role in our society and the development of mankind; and

WHEREAS, the City and YMCA are both desirous of providing recreational and leisure programs for the benefit of both adults and children to help improve the quality of life in Shawnee; and

WHEREAS, the City owns a certain facility known as the Shawnee Community Center which lends itself to recreational, social and educational purposes, and

WHEREAS, YMCA has the personnel, experience and clerical support necessary to provide scheduling and operation of the Shawnee Community Center, and

WHEREAS, the City and YMCA are both desirous of providing opportunities for the fulfillment of the need for the operational management of the Shawnee Community Center for social, educational and recreational programs which play an important role in our society and development of mankind.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties that:

1. The City shall designate the scheduling of social, educational and recreational events at the Shawnee Community Center to be managed by persons designated by YMCA beginning July 1, 2013.

2. The City shall also provide for the maintenance of the building of the Shawnee Community Center as may be appropriate. Cleaning and maintenance supplies shall be supplied by the City to the YMCA requisitioning said supplies as necessary.

3. YMCA personnel shall supervise and manage the Shawnee Community Center in accordance with the policy and procedure set forth by the YMCA Director.

4. YMCA personnel shall be responsible for securing the Shawnee Community Center and turning off lights at the close of activities each day.

5. YMCA will be responsible for scheduling social, educational and recreational programs such as may be requested by families and organizations. All programs requiring financial assistance from the City must be approved by the City prior to the program going into effect. Groups using the Shawnee Community Center shall provide adequate supervision and security for the event. First priority shall be given to non-profit groups and organizations. Charges for use of the space shall be determined by the YMCA with oversight of City of Shawnee.

6. Community Center's activities and recreation program for groups and organizations will occur between the hours of 6:00 o'clock a.m. to 10:00 o'clock p.m. Monday through Sunday for the duration of this agreement.

7. YMCA will require a deposit for clean-up from each group or organization taking part in a program at the Shawnee Community Center. This fee shall be refundable upon adequate clean-up as designated by YMCA personnel inspection. The deposit shall be determined by the YMCA with City of Shawnee oversight.

8. In exchange for the provision of operational management, program supplies and financial assistance for the Shawnee Community Center, and for assuming custodial/janitorial services at the Community Center, the City agrees to pay to YMCA the sum of Thirty-six Thousand, and No/100 Dollars (\$36,000.00) to be paid in monthly installments of Three Thousand Dollars (\$3,000.00). Program sustaining funds will have the ability to be accrued from month-to-month dependent upon program planning and budget projections. A full accounting of financials will be reviewed monthly by the Subcommittee and approved by the YMCA Board of Directors.

9. The City shall not be liable to any third party for any responsibility of YMCA pursuant to this agreement, and YMCA hereby agrees to indemnify the City for any damages or costs, including reasonable attorney's fees, incurred as a result of the recreation programs being conducted at the Shawnee Community Center.

10. YMCA agrees to furnish to the City such invoices and other documents that the City requires in connection with payment procedure prior to receiving each monthly payment. YMCA understands and agrees that the City requires YMCA to segregate its funds received from the City for auditing purposes. YMCA agrees to furnish monthly financial statements conducted by a CPA to the City, as well as its annual audit.

11. Both parties agree that YMCA is an independent contractor for purposes of this contract and is not an employee of the City. YMCA will be responsible for its own insurance, payroll taxes and setting of salaries within the amounts paid by the City. Nothing in this contract establishes an agency relationship or any other legal relationship between YMCA and City, other than the provisions stated in this contract.

12. This agreement comprises all the terms agreed to by the parties, and any modification, amendment or alteration of this agreement must be in writing and executed by both parties.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. This agreement shall expire on June 30, 2014. This agreement may be renewed or extended by agreement of both parties thereafter.

16. This agreement may be terminated by either party without cause upon sixty (60) days written notice directed to the other party. For purposes of this paragraph, the notice shall be sent to either the City Manager of the City of Shawnee or the Chief Executive Officer of the Shawnee YMCA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

THE CITY OF SHAWNEE
A Municipal Corporation

By: _____
BRIAN MCDOUGAL, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC. CITY CLERK

SHAWNEE FAMILY YMCA
A 501 (c) (3) non-profit organization

By: _____
PRESIDENT
YMCA BOARD OF DIRECTORS

CONTRACT AGREEMENT

This Agreement made and entered into as the 1st day of July, 2013, by and between the Senior Citizens of Shawnee, Inc., a non-profit corporation, organized and existing under and by virtue of the laws of the State of Oklahoma, Pottawatomie County, Oklahoma, hereinafter referred to as "SCSI", and the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, SCSI IS incorporated for the purpose of fostering and conducting programs for the benefit of older persons in the City of Shawnee and the mobilization of those persons to benefit others in the area of information and referral advocacy, volunteerism, socialization, nutrition, financial guidance, legal services, transportation and employment, and

WHEREAS, SCSI is also incorporated for the purpose of managing and directing the program of the Senior Center of Shawnee and to enter into contracts, hire and supervise employees, coordinate the various facets of the programs and to evaluate program effectiveness, and

WHEREAS, the City is the owner of a certain building generally known as the Municipal Auditorium located at 400 North Bell Street, in the City of Shawnee, Oklahoma, as well as a certain addition thereto to house senior citizens' activities, which addition carries the street address of 401 N. Bell Street, and

WHEREAS, the parties desire to enter into an agreement pursuant to which said facilities constructed by the City for the benefit of senior citizens may be effectively operated for the benefit of the senior citizens of Shawnee, and

WHEREAS SCSI has the personnel and support staff necessary to provide maintenance and custodial services for the Shawnee Municipal Auditorium, and

WHEREAS, the City and SCSI are both desirous of providing recreational opportunities for persons of all ages at the municipal auditorium, and

WHEREAS, SCSI appears to be the most appropriate entity to operate the senior citizens' center and municipal auditorium.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, it is hereby agreed by and between the parties hereto that:

1. The City hereby agrees to authorize SCSI to operate the senior citizens program in the above described facility located at 401 North Bell, Shawnee, Oklahoma until this agreement is terminated by either party by written notices.

2. The City hereby agrees to authorize SCSI to use that portion of 401 North Bell, more commonly known as the Municipal Auditorium (gym area and restroom area) for walking

and senior citizens programs as long as it does not interfere with programs approved by the City of Shawnee. Their annual functions such as town hall type meetings will be allowed. All other activities conducted within the above mentioned facility will be considered and approved under the discretion of the City of Shawnee. All special functions approved by the City of Shawnee that require additional restroom space due to the number of participants shall have access to restroom in the Senior Citizens Center.

3. SCSI agrees to develop, supervise and manage programs for senior citizens in Shawnee, Oklahoma, and for the purpose of this agreement, a senior citizens is defined as any person fifty years of age or older.

4. SCSI agrees to employ a Center Director, who will be responsible for the overall management of the programs. Said Director will have offices in the facility at 401 North Bell, Shawnee, Oklahoma. Said director shall be responsible for coordinating specific Senior Center programs with the City and its programs in the community.

5. SCSI agrees to administer contracts that furnish senior citizen services that the City enters into with other entities. SCSI agrees to keep reasonable and necessary records, make reports to the City and to schedule programs and activities in the facility at 401 North Bell, Shawnee, Oklahoma.

6. It is understood and agreed by the parties, SCSI shall have responsibilities and privileges pursuant to the terms of this agreement at the facility located at 401 North Bell, Shawnee, Oklahoma, but at no other location or address where senior citizens activities are conducted by the City.

7. SCSI agrees to be responsible for booking meetings in the facility to other senior citizen groups.

8. SCSI agrees to exercise reasonable care for all properties owned by the City, including office equipment and supplies, and to maintain an ongoing inventory of all property, equipment and supplies, which inventory shall be available to the City at all reasonable times.

9. The City agrees to provide the building facility with furniture, fixtures and equipment calculated to reasonably serve the needs of SCSI in administering its duties as provided herein.

10. The City will allow SCSI to coordinate activities and the recreation program at the Municipal Auditorium at 400 North Bell Street in Shawnee. This will include a recreation program for groups and organizations of all ages. Any group or organization using the facility must provide adequate supervision and security.

11. SCSI's activities and recreation programs for groups and organizations will occur between the hours of 6:00 a.m. to 12: a.m. Monday through Sunday for the duration of this agreement.

12. SCSI will require a deposit for clean up from each group or organization taking part in a program at the Municipal Auditorium. SCSI will also require a fee from each group or organization participating in the evening program. This fee will be refundable to any non-profit organization. This deposit and fee shall be determined by the Community Service Contract Committee and a representative of SCSI to be designated by SCSI.

13. SCSI assumes responsibilities for securing the auditorium and turning off lights at the end of the day.

14. All custodial responsibilities for the municipal auditorium will be assumed by SCSI.

15. The City agrees to pay to SCSI the sum of Eighty-Nine Thousand, Seven Hundred Thirteen Dollars (\$89,713.00) at the rate of Seven Thousand Four Hundred Seventy-six and 09/100 Dollars (\$7,476,09) per month during the term of this agreement payable in advance on the third Wednesday of each month. This sum will be full payment for all operational, maintenance and custodial services to be provided by SCSI for the benefit of the Senior Citizen Center and Municipal Auditorium.

16. SCSI agrees to file a proper claim with the City for each payment.

17. SCSI agrees to pay from the monies paid to it by the City all salaries of its employees and for janitorial services.

18. Upon submitting each payment claim, SCSI agrees to supply the City with documentation and accounting for the expenditure of the funds from the previous payment, as well as specific projections as to how the funds for the next requested payment will be spent. Should the City determine there is insufficient accounting of the City's funds by SCSI, the City can withhold payment of the next installment and terminate the balance of the contract without further notice and without further liability. SCSI understands the City requires SCSI to segregate funds received from the City for auditing purposes. SCSI agrees to furnish the City with its annual audit or an agreed-upon procedures engagement conducted by a CPA. SCSI further agrees to furnish monthly reports to the City containing its revenues, expenditures, assets, liabilities, grants and activities.

19. The City agrees to provide telephone service, water service, electricity and natural gas to the facility located at 401 North Bell, Shawnee, Oklahoma.

20. The City acknowledges that SCSI receives funds from the rental of the Senior Citizen Center as well as occasional fundraising activities participated in by SCSI. The City agrees to establish a special revenue fund for deposit of money from the occasional fundraising activities and that the monies contained in the special fund are to be used only for those purposes requested by SCSI.

21. SCSI agrees to furnish the City with copies of all minutes of SCSI's meetings.

22. It is understood and agreed that this agreement may be terminated for no cause by either party upon thirty days written notice to the other party.

23. This Agreement terminates automatically on June 30, 2014. This agreement may be renewed or extended by agreement of both parties any time prior to that date.

24. It is further understood and agreed by the parties that the City shall have the right to appoint a member of the Board of Directors of SCSI by and through its Mayor and confirmed by the City's Board of Commissioners.

EXECUTED BY:

The City of Shawnee, Oklahoma, this _____ day of _____, 2013

Senior Citizens of Shawnee, Inc., this _____ day of _____, 2013

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

BY: _____
BRIAN McDOUGAL, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

SENIOR CITIZENS OF SHAWNEE, INC.

BY: _____
PRESIDENT

ATTEST:

SECRETARY

**AGREEMENT FOR OPERATION OF THE
SHAWNEE ECONOMIC DEVELOPMENT FOUNDATION**

This Agreement made and entered into this ____ day of _____, 2013, is between the City of Shawnee, a municipal corporation ("CITY"), and the Shawnee Economic Development Foundation ("SEDF").

I. DUTIES AND RESPONSIBILITIES OF SEDF

A. Services Provided by SEDF. The purpose of this engagement is for the CITY to strive toward the fulfillment of both the long range strategic plan for economic and industrial development for the CITY and the present economic development goals and priorities of the Mayor and Board of City Commissioners and as such plan, goals and priorities may be hereinafter amended from time to time. For purpose of this contract said plan, goals and priorities are here adopted and incorporated herein by reference. SEDF shall use its good faith and best effort to fulfill as much of the plan, goals and priorities as possible within the limitation of its budget. Such scope for work includes but is not limited to SEDF using its best efforts to accomplish the following general objectives:

1. Expanding the economic base of the CITY and Pottawatomie County by seeking diversification of employment opportunities to balance the area's dependency on petroleum-based industry and agriculture.
2. Encouraging and assisting resident industry to maintain and expand employment opportunities.
3. Implementing a comprehensive and aggressive marketing program to attract new industrial manufacturing jobs to CITY.
4. Providing materials including graphics and photos where appropriate to those individuals or companies evaluating the CITY for industrial and commercial investments.
5. Creating a variety of marketable industry facilities by making best use of existing industrial potential and the development of new facilities where required.
6. Providing additional employment opportunities.
7. Encouraging and assisting state installations and federal installations in CITY to maintain employment and seek way to expand those facilities and attract new facilities.

8. SEDF shall use its best efforts to prepare and develop industrial team visits, travel to various meetings, to encourage industrial prospect visits, state sponsored industrial team and international trade team visits and to train personnel, both professional and lay, to fulfill the purposes of job creation and job retention in the CITY as provided for by the budget in this Agreement.

9. SEDF shall have full responsibility for the filing of any tax documents necessary, keeping of records and detailed statements, keeping a detailed activity report, records for expenditures for training, travel and development account, and any other necessary record documentation.

10. The SEDF shall undertake retail recruitment and attraction on behalf of the City. These duties shall include but not be limited to: development of marketing materials tied to the development of retail and commercial sites, to be used in recruitment or attraction of retailers, interaction with retailers, retail brokers, retail site selectors and developers, retail consultants, and City staff, and additionally develop and maintain a database of available properties, (land and buildings), suitable for retail development. The SEDF staff shall, as deemed necessary or appropriate, and within the constraints of its budget, actively participate at the professional retail trade shows and become a member of the ICSC.

B. CITY Representation on SEDF Board of Trustees. At least three (3) CITY Representatives, (Mayor and two Commissioners), shall serve as Trustees of SEDF. No member of the Board of Commissioners shall hold any employment with SEDF receive compensation for services rendered with SEDF.

C. Incentive Program. SEDF, in conjunction with the CITY, shall prepare an incentive program for the retention, recruitment and expansion of businesses within the CITY.

D. Employees. SEDF agrees to provide a qualified and competent staff to carry out a program of work that will meet the goals and objectives set out by the SEDF and the CITY. All employees carrying out tasks pursuant to this Agreement are employees of the SEDF and are not employees of the CITY.

E. Expenses of Operation. SEDF agrees to maintain office and work space suitable for its operation, and shall be responsible for all expenses relating thereto.

F. Records and Reporting.

1. **Reports.** SEDF will provide a written monthly report of its activities to the CITY. SEDF will also provide quarterly report in an appearance before the CITY Commission. The report will include a financial report as well as accomplishments in the previous quarter and plans for the upcoming quarter.

2. **Inspection and Audit.** SEDF agrees to keep its books and records pertaining to its operation open during regular business hours for inspection by the CITY's Director of Finance, any designee, or persons designated by CITY to perform audits. SEDF agrees to include the funds paid to it pursuant to this Agreement in its annual audit and to provide a copy of that audit to CITY no later than _____ of each year. Copies of books and records shall be furnished to CITY, its staff, auditors, and elected officials at no additional charge.

3. **Compliance with Open Meeting and Open Records Laws.** All meetings of the SEDF shall be subject to the provisions of the Open Meeting Law (25 O.S. §§ 301-314). The records of the SEDF relating to its operation shall be subject to the provisions of the Open Records Law (51 O.S. §§ 24A 1-29 *et seq.*). SEDF staff shall post agendas for its meetings on the CITY's website. Copies of records shall be provided to CITY and its staff and elected officials without charge. Nothing in this Agreement shall require the disclosure of confidential or propriety information submitted by any person or firm submitted in connection with the expansion, relocation, incentives or other support from SEDF.

G. Budget. SEDF will submit its request for funding each year to the CITY's Contract Review Committee, which shall review the request in accordance with its procedures and make its recommendation to the Mayor and CITY Commission. The submission is due April 1 and, as part of its submission to the Contract Review Committee, SEDF shall submit a clean, unqualified audit of its financials and be prepared to substantiate the annual services rendered and discuss general operations items of the previous year. The Contract Review Committee shall forward a recommendation to the CITY Commissioners for its consideration. CITY agrees its Contract Review Committee will meet in a timely fashion so as not to delay recommendation for budget and renewal.

II. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT

A. Effective Date. This Agreement shall take effect on July 1, 2013, and shall remain in effect until June 30, 2014. All modifications to this Agreement must be in writing and approved by SEDF and by the CITY. The Agreement will be reviewed annually in conformance with the budget request and

appropriation as set out above. Approval of a budget and appropriation of funds shall be deemed to be a one-year renewal of the Agreement.

B. Transfer of Rights and Responsibilities. No party to this agreement can transfer or assign its rights and responsibilities without approval of the other parties.

III. NON-DISCRIMINATION

A. Non-Discrimination Agreement. SEDF agrees not to discriminate against any employee, applicant for employment, or party seeking the services of SEDF because of race, creed, color, national origin, gender, ancestry, disability, or SEDF membership. SEDF shall take affirmative action to insure that employees are provided equal opportunity in employment, promotion, demotion, transfer, or termination, rates or pay, or other forms of compensation, and selection for training.

IV. WAIVER

The waiver by any part of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

V. BREACH OF AGREEMENT

If either party to this Agreement fails, refuses, or neglects to abide by its duties and responsibilities hereunder, the other party may give notice of such breach. The breaching party shall be notified, in writing, of its alleged breach and shall be given ninety (90) days (unless such time is extended by the non-breaching party) to cure the breach. If the breach is due to violation of law or mismanagement or embezzlement of funds by the SEDF, the Agreement shall terminate immediately. If the breach is not remedied, the other party may terminate the Agreement. The notice period shall not operate to extend the Agreement beyond its current term.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2013.

Shawnee Economic Development Foundation

BY: _____
CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee this ____ day of _____, 2013.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

APPROVED as to form and legality ____ day of _____, 2013.

MARY ANN KARNS, CITY ATTORNEY

AGREEMENT FOR OPERATION OF CONVENTION & VISITORS BUREAU

This Agreement made and entered into this ____ day of _____, 2013, is between the City of Shawnee, a municipal corporation ("City"), and the Greater Shawnee Area Chamber of Commerce ("Chamber"). It sets forth the duties and responsibilities of each of the parties for the operation of a Convention and Visitor's Bureau ("CVB") under the auspices of Chamber.

I. DUTIES AND RESPONSIBILITIES OF CHAMBER

A. Operation of CVB. Chamber agrees to operate CVB for the purposes of encouraging, promoting, and fostering conventions, conferences, and tourism development in the City of Shawnee consistent with Sections 25-226 through 25-239, inclusive, of the Shawnee Municipal Code and the Resolutions and Ordinances of the City. Chamber shall be responsible for the day-to-day management of the CVB consistent with this Agreement, policies, and procedures established by Chamber upon recommendation of the Tourism Advisory Committee (TAC), the annual program of work developed by Chamber upon recommendation of TAC, and the budget approved by City.

B. Employees. Chamber agrees to provide a qualified and competent staff to be assigned to CVB and to provide all the management and administrative services required to present a viable promotional program including, but not limited to, the gathering and dissemination of information, ideas, research, promotional programs, servicing conventions (including all normal convention support services and equipment), representing local business, negotiating civic and hotel interests with associations and other convention groups, and assisting in development and promotion of local activities and attractions designed to enhance the City's tourist desirability. Staff assigned to CVB shall provide assistance to TAC in carrying out its obligations under this Agreement.

Chamber shall hire the employees to carry out its obligations in this Agreement. The salary and benefits of Chamber employees assigned to CVB functions shall be paid entirely from proceeds of the Hotel Tax pursuant to the procedures in Article V of this Agreement.

All employees carrying out tasks pursuant to this Agreement are employees of the Chamber and are not employees of TAC or the City of Shawnee.

C. Facilities. Chamber agrees to provide office and work space for the operation of CVB, including maintenance (interior and exterior), janitorial services, building identification, signage, and all utilities (except telephone). Chamber shall be reimbursed for overhead costs based on indirect cost allocations as determined by Chamber and approved by TAC, set out in the Annual Operating Budget, and from the proceeds of the Hotel Tax. Payment shall be made pursuant to the procedures in Article V of this Agreement. Chamber shall not charge rent for the office and work space provided.

D. Management Services. Chamber agrees to provide other equipment and management services for the operation of the CVB. It shall allow reasonable use of its files, data bases, records, and other information relative to convention and tourism activities, and access to its computer, audiovisual/technical/media equipment, and other equipment of the Chamber necessary to implement the said promotional program. The equipment shall include furniture, photocopier, postage machine, and telephone

equipment. The services shall include bookkeeping, accounting, auditing, reception, oversight, and human resources functions. All employees (whether assigned to CVB or provided as part of management services) shall be bonded, and Chamber shall carry insurance insuring both Chamber and City against all legal liability in amounts equal to those set out in the Oklahoma Governmental Tort Claims Act and workers' compensation laws. Proof of insurance and bonding shall be attached to this Agreement. The premiums for insurance and bonding shall be included in the management services fee set out in this paragraph. Chamber shall be reimbursed for management services based on indirect cost allocations as determined by Chamber and approved by TAC as set out in the annual operating budget, from the proceeds of the Hotel Tax. Payment shall be made pursuant to the procedures in Article V of this Agreement.

Chamber shall be reimbursed for the CVB's telephone and for actual postage used relating to the CVB. Payment shall be made pursuant to the procedures in Article V of this agreement.

E. Indirect Costs. Indirect costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the CVB and the conduct of activities it performs..

F. Records and Reporting

1. Reports. Chamber will provide a monthly report of CVB's activities and finances (including income, expenditures, and balance) at the regular meetings of the TAC and to the City Treasurer or designee. Chamber will also provide quarterly report in an appearance before the City Commission. The report will include a financial report as well as accomplishments in the previous quarter and plans for the upcoming quarter.

2. TAC Minutes. Chamber shall be responsible for recording minutes of the meetings of the TAC that represent all views presented at a meeting, including those of ex-officio members. The minutes shall be distributed to the Chamber Executive Committee, the TAC, and City.

3. Inspection and Audit. Chamber agrees to keep its books and records pertaining to the operation of the CVB open during regular business hours for inspection by the TAC, the Director of Finance of the City, any designee, or persons designated by City to perform audits. Chamber agrees to include the funds paid to it pursuant to this Agreement in its annual audit and to provide a copy of that audit to City no later than April 30 of each year. Copies of books and records shall be furnished to City, its staff, auditors, and elected officials at no additional charge.

4. Compliance with Open Meeting and Open Records Laws. All meetings of the TAC shall be subject to the provisions of the Open Meeting Law (25 O.S. §§ 301-314). The records of the Chamber relating to the operation of the CVB shall be subject to the provisions of the Open Records Law (51 O.S. §§ 24A 1-29). CVB staff shall post agendas for TAC meetings on the City of Shawnee website. Copies of records shall be provided to City and its staff and elected officials without charge.

G. Budget. Chamber will advise TAC no later than the TAC's March meeting of each year of any proposals to increase or decrease the amount charged for rent, management services, or reimbursables for the next fiscal year to allow time for negotiations and agreement for submission of a budget to City. City's Contract Review Committee shall review the request in accordance with its procedures and make its recommendation to the Mayor and City Commission. The submission is due April 1 and, as part of its submission to the Contract Review Committee, Chamber shall submit a clean, unqualified audit of its financials and be prepared to substantiate the annual services rendered and discuss general operations items of the previous year. The budget request shall be prepared in accordance with the requirements set out in II(G). The Contract Review Committee shall forward a recommendation to the City Commissioners for its approval.

II. DUTIES AND RESPONSIBILITIES OF TAC

A. General. TAC shall continue to have all the powers, duties, and responsibilities consistent with Sections 2-171 through 2-176 and Sections 28-65 through 28-86 of the Shawnee Municipal Code and any other Resolutions and Ordinances of the City.

B. Program of Work. TAC, aided by Chamber staff, shall prepare goals and objectives for the CVB and shall create an annual program of work. These documents will be presented to the Chamber no later than the February meeting to enable approval of the program of work by the Chamber and appropriate budget preparation.

C. Policies and Procedures. The TAC shall recommend such policies and procedures as it deems necessary to the Chamber for approval. The CVB shall operate consistently with this Agreement and the established policies and procedures and annual program of work.

D. Communications. TAC shall report any problems with the operation and management of the CVB or the employees providing services pursuant to this Agreement to the Chamber CEO, the Chamber Executive Committee, and to the City Manager.

E. Expenditures. TAC shall monitor revenues and expenses of the CVB and report any concerns to the Chamber CEO, the Chamber Executive Committee, the City's Finance Director, the City Manager, and the Mayor.

F. Revenue. The TAC shall determine whether to charge for its services, including advertising, and to set those rates. Any revenue so generated shall be accounted for by the Chamber as part of the budget.

G. Budget. TAC shall participate in preparation of the budget for presentation to City for approval, but the final determination of budget to be presented shall be made by Chamber. The budget shall be detailed and shall set forth fees for management services and personnel costs, as well as line items for the program of work developed for the CVB. Advance approval of City is required for all capital expenditures and all expenditures in excess of \$5,000 for depreciable assets; and in excess of \$10,000 for services, publications, etc., or non-depreciable assets. Expenditures for event support shall not require advance approval of the City. Approval of a line item in the budget by

City will be deemed advance approval of the expenditure. The budget shall be submitted to City no later than April of each year. (See provisions of I(G) above.)

III. JOB DUTIES AND RESPONSIBILITIES OF TAC AND CHAMBER

A. Communication. The TAC chair shall serve as an ex-officio member of the Chamber Board of Directors. Conversely, Chamber chair shall serve as an ex-officio, non-voting member of the TAC. CVB staff, a representative of TAC and the City Manager or designee shall meet quarterly to discuss current and future projects, needs and challenges.

B. Contract Amendments. Request for changes may be made jointly or by only one party at any time. Requests for financial changes shall be made in the annual budget presentation.

IV. DUTIES AND RESPONSIBILITIES OF CITY OF SHAWNEE

A. Collection and Disbursement of Hotel Tax. City shall collect the Hotel Tax as set out by law. Each month the City shall distribute collections as follows:

1. One percent (1%) to the City of Shawnee as an administrative fee;
2. The sum of \$1,700.00 per month to the Shawnee Municipal Authority as reimbursement for the payment of the loan on the property described as:
 - a. The remaining funds to the Chamber.
 - b. The City's Finance Officer shall prepare an estimate of revenues for the year and furnish it to the City Manager, TAC, and the Chamber by February 1 each year. The City Commission shall review the Budget proposed by the Chamber for the operation of the CVB, the recommendation of the Contract Review Committee, the report of activities, and all other information it considers necessary, and then appropriate the funds in accordance with a budget for the Chamber's operation of the CVB. The City Commission shall appropriate 95% of the projected net proceeds for the ensuing year. Any unappropriated fund balances available at the end of the year shall be (i) carried over for budgeting in the next fiscal year; and/or (ii) kept as a reserved fund balance restricted to the uses set forth in the Hotel Tax ordinance; and/or (iii) used to reimburse the SMA for its assumption of the debt existing on the Chamber's purchase of land for a Visitor's Center.
 - c. The City may amend the budget for the operations of the CVB during the year in the same manner as it would any other budget based upon revenues collected.

B. Staff Assistance. City will provide advice and assistance upon request from its various departments in providing training and advice to the employees and volunteers who have responsibilities under this Agreement. Specifically, the City's Finance Department, on request, will provide assistance in the preparation of budgets, budget

amendments, and requirements from the City's auditor. The City Attorney shall provide legal advice to TAC pursuant to Section 2-172 of the Shawnee Municipal Code. The advice shall include the review of contracts for form and legality (but not substance); the adequacy of notices and agenda for compliance with Open Meeting law; review of open records request for assistance in responding in compliance with law; preparation of standard forms; and any other matter in which there is no ethical conflict related to the City Attorney's representation of the City. In the event of a conflict, upon notice and request of TAC or Chamber, the Commission will either engage other counsel for the TAC at City's expense; authorize the payment of counsel from tax revenues; or reserve the determination of payment of outside counsel fees until the resolution of the dispute.

C. City Manager. The City Manager shall make himself or a designee available for the quarterly meetings required in III (A) above.

D. Contract Review Committee. City agrees its Contract Review Committee will meet in a timely fashion so as not to delay recommendation for budget and renewal.

V. INVESTMENTS AND ACCOUNTING

A. Investment of Funds; Allocation of Interest. The Hotel Tax shall be invested in interest bearing accounts and all interest earned from such investment shall be maintained in the account. If there are unencumbered funds at the close of the fiscal year, the TAC may recommend in its budget to carry the unencumbered balance forward or to establish a reserve fund as it deems prudent and necessary. Unencumbered funds remain the property of City and in no event will become the property of Chamber.

In the event this Agreement or any successor agreement is terminated, all funds in the possession of Chamber relating to the Hotel Tax shall be returned to City.

B. Accounting of Proceeds. Chamber shall place the proceeds in CVB accounts, designated for the purposes set out by the ordinance, and spent as follows:

1. Chamber shall be reimbursed after each payroll for salary and related expenses for the personnel assigned to the CVB. The request for reimbursement shall be accompanied by records showing hours worked, leave taken, leave accumulated to date, and a listing of amounts paid to each employee in salary or on the employee's behalf as benefit.
2. The CVB account shall be invoiced for management services the sum of \$3,360.00 on the 1st of each month. Other reimbursable expenses shall be invoiced at the same time.
3. Proceeds may be used to pay for 50% of the Chamber's share of assessments pursuant to Chamber's Occupancy Agreement with the Shawnee Economic Development Foundation. A budget amendment, approved by the City, shall be required.
4. Except as set out elsewhere in this Agreement, expenses of the CVB not otherwise included in its annual budget shall be paid only after approval by City, through the Office of the City Manager. Chamber shall present to

City, not less often than quarterly, a detailed listing of expenditures provided by each vendor and, upon request by City, shall provide supporting documentation. Such documentation must contain sufficient information to determine that the expenses are appropriate under the Ordinance and this Agreement. Expenses not approved by City will be the fiscal responsibility of Chamber, and will not encumber proceeds of the Hotel Tax.

VI. EQUIPMENT

A. Equipment and Supplies. Equipment and supplies purchased with proceeds of the Hotel Tax shall become the property of City. Equipment and supplies purchased by Chamber as part of management services and as a part of providing space shall become Chamber's property. Property belonging to City shall be disposed of only by following the procedures set out for disposition of all City property.

B. Inventory. The individual assigned by Chamber to be the Executive Director of the CVB shall be responsible for preparing and insuring the accuracy of a list of equipment owned by the parties, which list is attached to this Agreement and made a part hereof. The inventory list shall be amended whenever property is acquired or disposed of. Property belonging to City shall be returned to City to be declared surplus and disposed of according to law.

C. Distribution of Equipment At End of Agreement. In the event this Agreement is canceled or terminated during the term hereof, or in the event the parties fail to enter into a similar agreement in subsequent years, all equipment, furniture, fixtures, and improvements to which City holds title that have been used for the operation of the CVB under the terms of this Agreement shall be returned to City. City shall pay to Chamber an amount equal to Chamber's remaining unpaid obligation, if any, incurred in the purchase of same and otherwise indemnify Chamber from any further such liability provided, however, this provision shall in no event be applicable to furniture, fixtures, and improvements owned by and inventoried to the Chamber, title to which shall be and remain in the Chamber. All files and work products of CVB shall be the property of City.

Unless there is specific agreement to the contrary at the time of purchase, all equipment purchased for \$2,500 or more shall be deemed equipment belonging to the City.

VII. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT

A. Effective Date. This Agreement shall take effect on the _____ day of _____, 2013, and shall remain in effect until June 30, 2014. All modifications to this Agreement must be in writing and approved by Chamber and City. The Agreement will be reviewed annually in conformance with the budget request and appropriation as set out above. Approval of a budget and appropriation of funds shall be deemed to be a one year renewal of the Agreement.

B. Transfer of Rights and Responsibilities. No party to this agreement can transfer or assign its rights and responsibilities without approval of the other parties.

C. Indemnification. Upon termination of this Agreement, whether pursuant to breach or nonrenewal by any party, the City shall indemnify the Chamber and hold it harmless from loss from all lawful contracts entered into by the CVB and Chamber in furtherance of this Agreement.

VIII. NON-DISCRIMINATION

A. Non-Discrimination Agreement. Chamber agrees not to discriminate against any employee, applicant for employment, or party seeking the services of CVB because of race, creed, color, national origin, gender, ancestry, disability, or Chamber membership. Chamber shall take affirmative action to insure that employees are provided equal opportunity in employment, promotion, demotion, transfer, or termination, rates or pay, or other forms of compensation, and selection for training.

B. Chamber Membership Not Required. Chamber membership shall not be required for any group, business, or individual to participate in or receive the services of the CVB.

IX. WAIVER

The waiver by any part of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

X. BREACH OF AGREEMENT

If any party to this Agreement fails, refuses, or neglects to abide by its duties and responsibilities hereunder, any other party may give notice of such breach to all parties. The breaching party shall be notified, in writing, of its alleged breach and shall be given ninety (90) days (unless such time is extended by the non-breaching parties) to cure the breach. If the breach is due to violation of law or mismanagement or embezzlement of funds by the Chamber, the Agreement shall terminate immediately. If the breach is not remedied, the other parties may terminate the Agreement. The notice period shall not operate to extend the Agreement beyond its current term. Should the Agreement be terminated prior to the end of its regular term, the parties shall be governed by the provisions of Paragraphs IV(B) and V.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2013.

GREATER SHAWNEE AREA CHAMBER OF
COMMERCE, A NON-PROFIT CORPORATION

BY: _____
CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee this ____ day
of _____, 2013.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____, 2013.

MARY ANN KARNS, CITY ATTORNEY

OKLAHOMA
DEPARTMENT OF COMMERCE

May 18, 2012

Ms. Rebecca Stone, Executive Director
Central Oklahoma Community Action Agency
Post Office Box 486
Shawnee, Oklahoma 74802

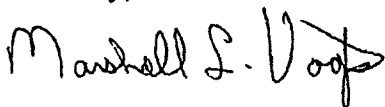
RE: Contract Numbers: 14475 CSBG 11, 14659 SAF/CAA 12, 14699 SAF/CAA-HS 12,
14685 DOE 11, 15006 DHS 11 and 13668 SDOE 09 (July 2011 – March 2012)

During the period of May 1-11, 2012, the Oklahoma Department of Commerce conducted Central Oklahoma Community Action Agency's annual CSBG monitoring. The onsite review included a review of financial records, documentation on program accomplishments, and field visits. The monitoring also consisted of a review of personnel policies, personnel records, By-Laws, Affirmative Action policies, applicant (client) appeals procedures, the chart of accounts, Captain, cash receipts journal, cash disbursements journal, and general ledger for each contract.

The enclosed Monitoring Report details the monitoring observations and results. Please respond to the problems and corrective actions on or before June 30, 2012.

We extend our thanks and appreciation to your agency Board, management, and staff for their cooperation and assistance during the review. If you have any questions, please contact Sarah Rodefeld at (405) 815-5246 or by email at Sarah_Rodefeld@okcommerce.gov.

Sincerely,



Marshall Vogts, Director of Programs
Citizen Empowerment Team
Community Development

Enclosure

C: Board of Directors

MONITORING REPORT
Central Oklahoma Community Action Agency

ODOC Representative

Sarah Rodefeld

Monitoring Dates

May 1-11, 2012

Agency Overview

Central Oklahoma Community Action Agency serves low-income individuals in Payne, Pottawatomie, Seminole, Cleveland, Logan and Lincoln Counties. Outreach offices are currently located in Norman, Stillwater, Shawnee, Seminole, Guthrie and Prague.

Through the Oklahoma Department of Commerce, Central Oklahoma Community Action Agency (COCAA) receives State and Federal funds for CSBG, DOE, SDOE, ONG, DHS, SAF/CAA, ESG and also serves as a flow-through for SAF/CAA-HS funds to Crossroads Head Start and Wewoka Public Schools.

The agency receives state RX for Oklahoma funds from Oklahoma City Community Action Agency to fund processing centers in Seminole, Norman and Shawnee. During the 2012 calendar year (through April 30, 2102) the agency served 131 new clients, and processed 903 new claims which saved their clients \$241,101 in medication costs.

COCAA owns and operates the Norman Transitional Housing program in Norman, Oklahoma. In 2011, the Norman Transitional Housing Center was awarded an Emergency Shelter grant through the Department of Commerce for shelter services. The agency also sponsors the Family Resource Center in Seminole, Oklahoma, which was also awarded an Emergency Shelter Gran contract.

In April 2011, the agency received a \$60,000 HUD Grant for Norman Transitional Housing which was used for permanent housing. In 2012 the agency received a two-year, \$113,719 HUD grant for the Mission of Hope that is to be used for Veteran's housing.

The agency also provides tax preparation services through the Volunteer Income Tax Assistance Program (VITA). During the 2012 tax season, 29 volunteers spent 3,009 hours preparing 1,218 returns. The tax returns brought \$1,332,134 in returns to low-income clients in their service area.

The COTS transportation program provides transportation services to residents in Pottawatomie and Seminole Counties. In 2011 the program provided 26,920 passenger trips. The program currently has 11 vehicles in their fleet.

The agency receives funds for the RSVP program and has offices in both Shawnee and Norman. The RSVP program has numerous activities that benefit low-income individuals and families in their service area. One being the Shoes that Fit program where local businesses purchase shoes for low-income children. The agency's RSVP program in Norman was given a \$2,000 grant from the Hitachi Company based in Norman and the Hitachi Foundation provided an additional \$2,000 for the program. Four hundred fifty-six volunteers provided 93,584 hours to the program.

The Stillwater Health Center provides access to doctor's visits, prescription assistance/vouchers, lab vouchers and referrals for low-income individuals. There is a strong community support network for the program. Forty-five volunteers (doctors, nurses, pharmacists, community volunteers and students) regularly donate time to the program. In 2011, 1,357 volunteer hours were provided, 87 clinic nights were offered, and 156 new patients were served. A total of 671 doctors' visits were provided and 7,760 prescriptions were filled with an estimated savings of \$743,870. Most of the funding for the program is provided by the United Way, Boots and Bandanas fundraiser and the Elite Repeat store who donates to many of COCAA's programs.

In 2010 the agency received a \$1.2 million dollar HUD 202 grant to serve senior citizens. The agency plans to build 12 units (three four-plexes) with a community center that includes a laundry room. The agency is currently in the construction stage and is ahead of schedule. The agency hopes to begin housing clients by the fall of 2012.

In 2011, the agency received their CHDO certification. The agency received a pre-development grant to complete staff trainings. On May 1, 2012, the agency submitted their first application for funding for a project in Shawnee.

Administration/Human Resources

All agency administrative and personnel policies were reviewed. The Affirmative Action Plan, agency leases and inventory were also reviewed. Copies of the agency's Workers Comp, Property/Liability Insurance and Employee Dishonesty Insurance were found to be current. Copies of all agency leases were also obtained and were found to be current.

Fourteen employee files were reviewed and contained all items required by ODOC. The evaluations on file were found to be current or due in the month of May. Time sheets for months of August 2011; October 2011 and January 2012 were reviewed for 10 employees and were found to contain the required approval signatures and leave back-up documentation. The agency's W-4s are not filed in the personnel files but are maintained in the payroll office and were readily accessible upon request.

At the time of monitoring, the agency's executive director had just been hired for the position. She had been serving as interim executive director since the position was

vacated in early 2012. All documentation reviewed for her shows that the Board is approving her leave, time sheets and travel documentation. The Board is also now approving all travel expenses for trips, etc. taken by agency staff members.

Five files from clients served under the FEMA program and four from the VITA program were reviewed to determine that the agency is serving low-income individuals. All nine files were found to be in compliance with income guidelines for CSBG or their respective program income guidelines. The agency's 2011 monitoring review required CSBG funds to be paid back to ODOC due to disallowed charges. ODOC agreed to allow COCAA to provide services to low-income clients for the amount of the payback. Five of those client files were also reviewed and were found to fall within the income guidelines.

Outside of Department of Commerce monitoring visits (SDOE/SCSBG/CSBG), the agency has also been monitored by DHS/Aging Services (RSVP) and the Shawnee Urban Renewal Authority. Both reports outlined areas of concern in program/agency management. The agency responded to each program report in early 2012.

The following problem was noted:

Problem #1 – The file for Heather Horton does not include a COCAA employment application.

Corrective Action #1 – The agency will obtain a copy of Ms. Horton's employment application and place it in her employee file. Upon completion, submit a copy to ODOC.

Financial Management

In April 2011, the agency's CFO resigned her position at the agency leaving the financial staff to oversee the financial department. During the 2011 year, the agency was unsuccessful in filling the position with a qualified CFO. In May 2012, the CFO position was filled and staff has begun to work on issues facing the financial department.

In 2010, COCAA received \$48,910.25 in CSBG Discretionary funds from ODOC to convert their financial software from Quick Books to MIP. Agency staff are working with KIBOIS Community Action Foundation in obtaining training for the current fiscal staff on the agency's new MIP accounting software.

While the agency regularly reconciles the bank statements, the balance sheets are currently not reconciled. This was also noted in the most recent audit. KIBOIS is assisting the agency in the reconciliation process. Staff is currently working to address the past year's financial data prior to the agency's next audit. At the time of monitoring the agency's current cash balance was \$11,853.31.

Financial policies and procedures were reviewed; tests were conducted to ensure consistencies in practices performed by the agency, including a review of the systems utilized in the performance of transactions. The allowability of transactions/costs, security of financial documents and maintenance of payroll/time sheets/leave approval

documents were also reviewed. All expensed transactions reported to ODOC were reviewed to ensure they were consistent with the agency's records.

A sampling of inventory items was selected for review. All but one item could be located. The delineation of inventory duties was discussed with the financial staff who stated that since all finance positions are now filled, the agency will review the duty assignments for the inventory process.

COCAA no longer has a line of credit; however, the agency has a close working relationship with two local banks in case the need for financial assistance is needed. Finance staff explained that when a loan or line of credit is used, all interest payments are charged to the agency's unrestricted fund.

With the transition on the agency's financial accounting software, the use of the Support of Other Programs line item in the CSBG contract has been discontinued as the new accounting software can provide the same outcomes as the old line item could. General ledgers from early in the year reflected the line item but once the transition was made, the line it was no longer used.

In reviewing the financial files for the DOE/DHS contract, it was noted that in the early months of the contract when there are no expenses, general ledgers are not being placed in the files. This was discussed with the financial staff that will ensure that general ledgers will be placed in the files regardless if expenses are claimed or not.

The agency's December 2011 payroll was compared with the budget salary support sheet taken from the last contract modification. Staff positions/duties reconciled with the roster but the title for one COTS employee did not exactly match the roster. This was discussed with agency staff that will ensure all titles match in the future.

The agency's SAF/CAA funds are utilized for the salary of the Executive Director. The agency was found to be spending the money as outlined in their application. The time sheets and personnel file for the prior executive director were obtained and reviewed as back-up. The agency is documenting match funds and at the time of monitoring has already met their match.

Under the FY 2012 contract, the agency served as the fiscal flow-through for Wewoka Head Start Co-Op and Crossroads Youth and Family Head Start. The financial files for the contract included all expenses reported to COCAA from the Head Start centers. The monitoring visits of the Head Start facilities at both locations were conducted in April and reports were sent to the agencies under a separate report.

Financial staff is partially cross-trained to ensure that essential functions can be completed in the absence of a key staff member. This has been an import key factor during the past months in the absence of a Finance Director. Now that the agency has filled the CFO position, it is important that further cross training is provided. While not all functions could be completed during the vacancy, day-to-day functions could be

continued. The agency has obtained assistance from KI BOIS Community Action and is currently working with them to fully integrate the MIP accounting software.

In reviewing the agency's internal controls, it was also noted that the delineation of duties in the fiscal department is well defined to ensure that fraudulent activities do not occur. Computer passwords are not maintained by supervisors; however, the agency works closely with their computer consultant so that any need for immediate access to all computers can be addressed.

Financial staff was fully able to explain the procurement process. It was noted that some procured items under the weatherization department did not have purchase orders but rather purchase requisitions. Examples were shown to the finance department who will begin to work on procedures with staff to ensure that all items are procured in a manner consistent with agency policy.

Payments were reviewed and compared against the agency ledgers to ensure payments were being booked correctly and were found reconcile with ODOC records. With the transition to MIP, the agency has brought payroll processing in-house and no longer uses ADP. The payroll officer explained the process used to pay taxes and the process for tracking annual leave. Documentation was provided to show that both payroll tax and health insurance payments are current.

The agency utilizes journal entries for the correction of errors in the ledgers. A sampling of journal entries was tested on the 2011 CSBG contract. All entries were traceable to the initial expense and were well documented. A file is maintained in the A/P staff member's office which contains worksheets backing up the journal entries.

While not a significant problem, instances of purchase orders being issued after the purchase was made were noted. This was discussed with staff members. Staff will watch closely to ensure all purchases are made after the issuance of the purchase order.

The following problems were noted:

Problem #2 - The agency was unsuccessful in locating an HP LaserJet printer labeled 2008-002.

Corrective Action #2 - The agency will attempt to locate the printer and determine its status. If the printer is outdated and no longer usable, staff will request that the printer be removed from the inventory. Provide ODOC with the result of the search.

Requirement #1 – Due to the transition of the agency's financial software to the new system, policies and procedures outlined in the financial policies are procedures are not being followed. Because of this, the agency's financial policies and procedures do not clearly match the actual procedures being used. The agency will review its financial policies and revise the document to ensure they are in full compliance with all policies. Upon Board approval, submit a copy of the revised document to ODOC.

Clarification #1 – SDOE – The general ledger for materials for November includes charges of \$260.97 for Repair/Maintenance-Other. Please explain what these charges are and how they relate to weatherization materials.

Problem #3 – DOE – The February On-site Supervision line item was off by \$4.06.

Corrective Action #3 - Finance staff explained that Vision charges were omitted from the expenditure report. Staff provided ODOC with an updated expenditure report at the time of monitoring. No further action is required.

Problem #4 – CSBG – The months of January 2011, March 2011, April 2011, May 2011, August 2011, September 2011, October 2011, November 2011 and December 2011 could not be reconciled to expenses reported to ODOC.

Corrective Action #4 – The agency has been in the process of converting their financial software. At the time of monitoring, the agency could not generate the reports needed due to coding and other issues still present from the transition process. The agency will work to create ledgers and reports and to re-address all expenses in a consistent manner. Upon completion, ODOC will return to fully monitor the CSBG ledgers to ensure compliance.

Problem #5 – SDOE – None of the general ledgers reviewed could be reconciled with the expenses reported to ODOC.

Corrective Action #5 – The agency will work to reconcile all expenses reported to ODOC. Once all expenses have been reconciled, ODOC will return to review all SDOE ledgers. Revised expenditure reports will be submitted to ODOC.

Problem #6 – SDOE – A payment to Atlantis Air (Check #26146) was charged fully to materials instead of being broken out between materials and labor. Materials charges were \$2,150 and labor was \$720.

Corrective Action #6 – The agency will re-class the \$720 to contracted labor. Upon completion, submit a copy of the journal entry used to re-class the expenses.

Problem #7 – SDOE – Expenses to Quality Lube and Auto for \$43.57 (Check #28771) and Fred's Tire and Battery for \$10 (Check #27251) were charged to the materials line item instead of to the Transportation line item.

Corrective Action #7 – The agency will re-class the funds from the materials line item to the Transportation line item. Upon completion, submit copies of the journal entries to ODOC. Revised expenditure reports will also be submitted to ODOC.

Requirement #2 – During the financial review, a tool expense for five Bacharach monitors was pulled from the detailed ledgers to ensure that all items of equipment were

being placed on inventory. The items were not found on the inventory and staff explained that the inventory had not been updated with purchases. This was also noted in the agency's last audit. Staff will update its inventory list and upon completion, submit an updated copy of the inventory to ODOC.

Problem #8 – CSBG – In reviewing the CSBG detail general ledger, it was noted that legal fees are charged to the contract. Further review found that many of the legal expenses were from employee lawsuits.

Corrective Action #8 – Because some of the invoices referenced case numbers and did not include names, COCAA will research the case numbers to determine the reason for the invoices. Once this has been determined, contact ODOC to determine the amount of funds that must be re-classed out of the CSBG contract.

Board of Directors

COCAA's By-Laws call for a twelve member Board of Directors. During the monitoring review, 11 members were seated – four public, four private and three low-income members. The agency explained that the one vacant seat has only been open for one month. The agency plans to fill the seat by the next Board meeting.

The agency seats their Board members yearly in conjunction with their Annual Meeting each April. At the time of the monitoring review the agency just had their Annual Meeting and was in the process of updating the Board files to include all required documents for the 2012 year.

The agency obtains its low-income Board members through agency outreach offices who work in conjunction with various low-income advisory boards through-out their service area. All Board files contained the required documentation. The agency does have term limits of two terms. COCAA's Assistant Director and Executive Assistant have been through training in the area of the Open Meetings Act.

Three Board members were interviewed during the monitoring and all were found to be very dedicated to the mission of the agency. Being that there are many new members, it is very important that the knowledge of the longer-serving Board members is passed on to the new Board members through peer-to-peer activities. It is suggested that the agency provide more training opportunities in the areas of finance, board responsibilities, program overviews, ROMA and general agency policies and procedures.

The agency's Board is comprised of numerous committees that are active and committed to the process of improvement and oversight of the agency.

The following problems were noted:

Problem #9 – The agency By-Laws do not require the removal of the Board member before they are reelected. This applies to all three sectors.

Corrective Action #9 – The agency will revise the By-laws to include the removal of the member before reseating them for an additional term.

Problem #10 – The current Board roster on file at ODOC does not match the current Board roster on file at COCAA.

Corrective Action #10 – The CONFAX requirement states that the agency must submit updated CONFAX documents yearly or as they are revised. ODOC obtained the current roster at the time of monitoring. Once the agency seats the open Low-Income seat, an updated roster will be submitted to ODOC.

CONFAX

COCAA's CONFAX was reviewed for compliance with ODOC Requirement #202. The review included the Articles of Incorporation, By-laws, Affirmative Action Plan, Personnel Policies, Organizational Chart, Approved Board Minutes, List of Satellite Offices, Client Appeals Procedures, and Financial Policies. The agency submits the majority of its CONFAX documents each year with the annual CSBG application. As a reminder to COCAA staff, any changes to the documents listed in Section 202 of the *2007 Community Action Implementation Manual* must be also be submitted to ODOC throughout the year as they are updated.

During the agency's April Annual meeting, Board members were seated/reseated and committees were assigned. Since this meeting occurred just prior to the agency's monitoring, the agency will provide ODOC with a copy of the updated Board Roster and committee membership list after the next Board meeting.

The following problems and suggestions are noted:

Problem #11 – Board Minutes are not being regularly submitted to ODOC.

Corrective Action #11 - This was noted as a problem in last year's monitoring review. Staff provided ODOC with the missing Board minutes during the monitoring review. The agency will provide ODOC with the steps that will be taken to ensure that Board minutes are submitted to ODOC on a timely basis.

Problem #12 – The agency's current political policy does not address transportation to the polls.

Corrective Action #12 – The agency will update the policy to address transportation during election times. Upon Board approval, submit a copy of the revised policy to ODOC.

Problem #13 – The agency's policy of employment of relatives does not include all relatives "in the third degree" as outlined in Requirement 101 (II) (B) (c).

Corrective Action #13 – The agency will update the policy to ensure all required relatives are outlined in the policy.

Problem #14 – The agency's employee grievance policy does not have a procedure to use in a case where the grievance is against the executive director. There is a policy noted in the Affirmative Action plan, but it is not outlined in the Personnel Policies and procedures.

Corrective Action #14 – The agency will update its grievance policy to include the steps the agency will take in order to grieve against the executive director. Upon Board approval, submit a copy of the policy to ODOC.

Problem #15 – The agency's Affirmative Action plan identifies the Human Resources Officer as the EEO Officer.

Corrective Action #15 – Per Requirement 102 of the *2007 Community Action Implementation Manual*, neither the executive director nor the human resource officer can be the EEO officer. The agency will revise the plan to identify another staff member as the officer. Once the Board has approved the revision, submit a copy of the revised plan to ODOC for placement in the CONFAX.

Suggestion #1 – The Agency's current Client Appeals process was provided to ODOC in 2008 and is not dated. While there is not a CONFAX requirement to update/submit the policy annually, it is strongly suggested that the agency's Board review the policy, date it, and resubmit it to ODOC.

Weatherization

During the monitoring, nine DOE client files, 11 SDOE files and six files from the 2010 Weatherization payback requirement were reviewed. The files were found to be well maintained and contained the required documentation/information. The income for all families was found to be within the income requirements. Six client files were tested and were found to reconcile with the BWRs. The most recent files reviewed showed an improvement from last year's visit. New staff members have put a system of checks and balances in place to ensure all forms are present and all BWRs reconcile with the NEAT audit. Staff members have also created an excel spreadsheet to track expenses and ACPUs in real-time.

Because no production had occurred under the DHS contract at the time of monitoring, ODOC will return to the agency in the fall to conduct a financial and programmatic review for the contract.

Site visits were conducted to the following homes:

1. P.W., 106 Meadowbrook, Moore, Oklahoma - DOE
2. A.H., 209 S. Ruth, Shawnee, Oklahoma - SDOE
3. D.M., PO Box 577, Tecumseh, Oklahoma - SDOE
4. H.H., 10301 N. Short Street, Edmond, Oklahoma – SDOE
5. A.F., 1309 E. Connell Avenue, Stillwater, Oklahoma – DOE
6. B.L., 34910 E. 850 Road, Chandler, Oklahoma – SDOE
7. H.S., 45940 Cemetery Road, Maud, Oklahoma – SDOE
8. P.M., PO Box 144, Sparks, Oklahoma – DOE
9. H.F., 10245 Eastside, Oklahoma City (Cleveland Co.), OK, SDOE
10. D.H., 700 Willis, Noble, Oklahoma - SDOE
11. A.P., 17815 Big Jim, Norman, Oklahoma - SDOE

House in progress:

R.P., 724 N. Pennsylvania, Shawnee, Oklahoma

Staff members were able to fully explain the application procedure and the procedures put in place to ensure all eligible clients are served. Those who are not eligible are informed in writing.

The agency has a substantial waiting list for Pottawatomie and Cleveland counties. Payne County has low numbers and has been a challenge to obtain eligible clients. All other counties have an adequate pool of clients on the list. Staff will work to gather more applications from Payne County. Staff fully explained the procedures in place for DHS clients. All DHS outreach offices automatically send COCAA updated LIHEAP lists each year.

The agency maintains assessment, deferral and final stage photos in the client files. Most all files contained adequate photo documentation to show the measures that were applied to the homes. Lead Safe Weatherization activities were documented and photos were present in the file showing Lead Safe weatherization practices in place.

Agency staff explained that applications are updated yearly and this was generally found to be true; however, some applications such as the Liles home that was weatherized with payback funds from the 2010 contract had income documents dated 2008. As each client is pulled for weatherization from the wait list, all documents must be reviewed to ensure they are current. This was discussed with staff members.

The weatherization department was unaware of the new carbon monoxide action levels. During the monitoring, ODOC provided the weatherization staff with all updated weatherization policies. It is important that all staff members are made aware of the levels to ensure the proper recommendations or actions are performed on those homes. Because of this, the agency will be required to send letters or return to the homes of those clients whose carbon monoxide levels fell into the various action levels.

The following is the agency's current production data and ACPU information:

Contract	# of Units Planned	# of Units Completed	ACPU
14685 DOE 11	19	18*	\$6,609.03
13668 SDOE 09	705	635*	\$6,276.17
*As of February 2012			

The agency provided ODOC with thank-you letters from clients whom were complimentary of the work on the homes. During the site visits all clients said they could notice a difference after the work had been completed and all were very complimentary of the crews' courtesy and professionalism.

Staff has been active in training opportunities at both the state and national level. All but one staff member has been trained in OSHA 10 and OSHA 30. Nine of eleven staff members are BPI certified and all are certified renovators. The agency has had ASHRAE training at two different times over the past year. The agency maintains MSDS sheets in each crew vehicle.

In 2012, the agency hired a new weatherization director. New weatherization staff members were also placed in-house and new duties were designated among crew members and assessors. The new weatherization director has a strong line of communication with ODOC and often seeks clarification on questions.

In-house work on files, applications, etc., has improved since last year's monitoring. Files are well maintained and most all contained the required forms. The NEAT audits and actual expenses/measures for the homes reconciled with the BWRs and in most cases, any items outside of the audit could be explained. Current staff members are ensuring that all items are correctly reported on the BWRs.

Those entering data into the NEAT audit should closely compare the report to the work order and notes on the home, especially in the area of air infiltration. If significant air infiltration activities are noted on the work-write up and the NEAT audit does not give an SIR of 1.0 or higher the data entry process should be reviewed to ensure the input is correct. This was noted in the Varnell file. \$1,036 in air infiltration was done that was not recommended by the audit. It was noted that the employee doing this is no longer doing this job and that future audits will be closely reviewed and compared against assessment data.

Work on the homes has also improved. New staff members are working to implement changes in assessment procedures to ensure all measures are addressed. Minor instances of missing items such as pipe/tank insulation and shower heads were noted but all could be tracked and were generally awaiting reimbursement or stored in a van. It is important that all unused items are returned to the store and the credit receipt placed in the client's file.

As a cost saving measure, staff will closely watch the purchase of smoke/CO detectors. Homes that are fully electric do not need a combination unit installed in their home. By only purchasing smoke detectors, the agency will be able to save weatherization funds.

During the site visits, the blower door readings taken were consistently lower than the blower door readings documented during the final assessment of the home. In some cases the final assessment was only weeks earlier. This consistent difference could possibly stem from uncalibrated blower doors. This was discussed with staff who will test all blower door readings in the same environment to compare the readings. Those that are significantly over/under the other blower doors may need to be recalibrated.

During the review, a print-out of the agency's NEAT setup library was obtained. Upon review it was noted that all measures were not marked "Active" in the library. All items in NEAT must be marked active to ensure all measures are being considered. This was also noted as a problem on the agency's last monitoring review and in previous SDOE reviews. The agency has turned on all measures and if a questionable measure arises on a home, COCAA will contact ODOC for further guidance. The agency also provided ODOC with NEAT readings that show "Evaluate All" is being used when addressing windows in the audit.

The following weatherization problems or clarifications were noted:

Clarification #2 – DOE – The NEAT audit for Paula Whitford called for an A/C and furnace tune-up. In reviewing the expenses, a new heating/cooling system was installed in the home. The only notes present in the file stated that the fan ran continuously. Provide ODOC with the reasons that the heating/cooling system was completely replaced.

Problem #16 – SDOE – At the home of Alice Pratt, no initial carbon monoxide readings were noted on the Final Inspection checklist. The final reading for the Water Heater was 27 ppm and no documentation could be found that recommended a service call to address the carbon monoxide.

Corrective Action #16 – The agency will note the initial readings on the health and safety checklist. The agency will send Ms. Pratt a letter recommending a service call to address the carbon monoxide issue. Upon completion submit a copy of the letter and the final inspection checklist to ODOC.

Problem #17 – SDOE – The health and safety checklist for Darrell Mack has carbon monoxide readings for two burners at 33 ppm and 88 ppm and no documentation recommending a service call could be found in the client's file. During the site visit the blower door reading was 1331 which was below the MVR for the home.

Corrective Action #17 - The agency will send Mr. Mack a letter recommending a service call to address the carbon monoxide issue. Upon completion submit a copy of the letter to ODOC. As noted above, there may be a discrepancy among the agency's blower

doors. Crews will return to the home to see if a different blower door reading is noted that matches the reading taken at the final assessment. If the reading is still below the MVR, the agency must install mechanical ventilation in the home. Provide ODOC with the result of the blower door assessment and documentation of what measures were done to the home.

Clarification #3 – SDOE – Provide ODOC with a clarification on the following questions: Why was a home sealing foam kit purchased for the home of Richard Hinkle when NEAT did not call for air infiltration work? The final inspection checklist notes that lead was not present yet the Lead Test Kit shows that lead was present on a window. Two doors were replaced on the home and those replacement areas do not appear to have been tested. There were also no photos of lead safe weatherization work in the files. Provide ODOC a copy of the photos and an explanation as to why lead safe weatherization was not done. Also, significant air sealing was noted on the work write up yet the NEAT audit does not recommend air infiltration. Why was this work done outside of the NEAT audit?

Problem #18 – DOE – The Final Inspection Checklist for LuAnn Daniel has a carbon monoxide reading of 116ppm. While a Carbon Monoxide detector was purchased for the home, no documentation could be found that a service call was made to address the high carbon monoxide readings noted in the Health and Safety policy of the Implementation Manual.

Corrective Action #18 - The agency must address the problem with a service call to address the high carbon monoxide readings. Provide ODOC with the outcomes and the receipt for the service call.

Requirement #3 – The Implementation manual requires photos of all measures recommended by NEAT to be maintained in the client's file. The files for Sara Knight and LuAnn Henderson were missing some photos of the measures applied to the homes. Staff will locate the photos and place them in their files. Upon completion, notify ODOC for further instructions.

Problem #19 – DOE – The final cook stove oven reading for Brenda Yeager was 30 ppm and no documentation could be found recommending a service call to address the high carbon monoxide readings. Also, final photos of the worked completed at the home were not present. Only assessment and deferral photos were in the file. The NEAT audit did not call for the addition of insulation to the home. The BWR shows that 18 bags were added to the home. Why was this done outside of the NEAT audit and why, if no or insufficient insulation was present, did it not recommend the measure?

Corrective Action #19 – The agency will send Ms. Yeager a letter recommending a service call to address the carbon monoxide levels. Once staff locate the photos of the completed work, place them in Ms. Yeager's file and submit copies to ODOC. Provide ODOC with an explanation as to why insulation was installed outside of the NEAT audit. In such cases, when insulation is not present and it is not recommended by the audit, staff

should go back through the data entry process to ensure the information was correctly entered.

Problem #20 – DOE – The client file for Pamela Herlacher is missing the Health and Safety Checklist.

Corrective Action #20 – The agency will obtain a signed Health and Safety Checklist and place it in Ms. Herlacher's file. Upon completion, submit a copy to ODOC.

Requirement #4 – SDOE – The NEAT audit for Sedina Clock had an SIR value for the replacement of the cooling system at 0.8. While the audit did justify the replacement of the heating system, it appears both were replaced during the weatherization process. Please provide clarification as to why. Also, the initial blower door reading on the work write-up was noted as 10,123 but the initial reading on the final inspection checklist shows the pre blower door reading at 16,196. The agency will submit corrected documents to ODOC once the correct reading has been determined.

Problem #21 – Payback Home – The final carbon monoxide reading for Dale Liles had 30ppm for his cook stove oven. The audit's recommendation for replacing the heating unit was 0.7 and the A/C unit was 0.8. In reviewing the materials receipts, it was noted that both were replaced. The file was also missing the lead test kit documentation.

Corrective Action #21 – The agency will send Mr. Liles a letter recommending service for his cook stove. Provide ODOC with an explanation as to why the heat/air units were replaced and provide ODOC with a copy of the lead test documentation.

Problem #22 – Payback – The client file for the following clients had carbon monoxide levels that required action from the agency:

1. Diane Lance had a final cook stove reading of 30 ppm.
2. John Phillips had a final cook stove reading of 30 ppm.
3. Bobby Cotter had a final cook stove reading of 30 ppm.

Corrective Action #22 – The agency will send each client a letter recommending a service call to address the high carbon monoxide reading. Upon completion, submit copies of those letters to ODOC.

Problem #23 – Payback – The home of Paul Shofstall had French doors installed as part of the weatherization process (total cost \$540).

Corrective Action #24 – Because French Doors are not an allowed measure; the agency will provide an additional \$540 in weatherization services to another home. Upon completion, provide ODOC with copies of the materials receipts and the BWR of the home in which the funds were utilized.

Problem #24 – During the site visit for Paula Whitford, the blower door reading was 1388 which was below the MVR for the home. It does appear that the home owner did some remodeling activities which covered vents.

Corrective Action #24 – The agency will contact Ms. Whitford to determine if the work the client did was before or after the weatherization work. If it was after the work, the agency will provide client education to Ms. Whitford on MVR and the fact that there are safety issues when a house is below the MVR. If the work was before the weatherization, the crews will determine if the blower door reading is correct and if mechanical insulation must be installed. Provide ODOC with the results. As a reminder, if the agency must go back and install mechanical ventilation, those funds may not be charged to the contract.

Requirement #5 – During the site visits, it was noted that the blower door readings are consistently lower than the final readings in the client's file. It appears that there could be calibration issues. The agency will test all blower doors against each other to determine if the readings provided by each door are consistent/accurate. Provide ODOC with the outcomes of the tests.

Problem #25 – SDOE – During the site visit at Donna Hausch's home, the showerhead was not installed in the home but was reported in the receipts. It was located in the crew truck and will be installed or returned.

Corrective Action #25 - Submit a copy of the return receipt or a picture of the installed shower head to ODOC.

Audit

The agency's most recent audit is for the period ending March 31, 2011. The audit revealed the following Findings and Questioned Costs:

Financial Statement Findings and Questioned Costs

11-1 – Clients served that are employees/Board Members or are related to Employees/Board Members.

- A sister of the executive director received services and no documentation could be found that the policy of Board approval/review had been adhered to.

11-2 – Internal Controls Related to Rental Income

- The audit could not determine if the rent receipts and registers were being reconciled or reviewed by anyone other than those taking the rent and preparing the rental register for the months of February and March 2011.

11-4 - Completion and Maintenance of Fixed Asset Register

- The auditor noted that the agency was not performing routine inventory counts or reviews of fixed assets and reconciling the information back to the general ledger.

11-5 – Support and Approval for Credit Card Transactions

- During the review of credit card transactions, instances were noted where charges were not properly supported or properly approved in accordance with

organizational policies. Of the noted transactions that were not properly approved, the purchase requisition was either not fully completed or not fully signed as approved by the appropriate person(s).

11-6 – Balance Sheets not Properly Reconciled

- All balance sheet accounts were not properly reconciled. Review and reconciliation of accounts was performed as part of the audit process to ensure ending balances are materially correct.

Federal Awards Findings and Questioned Costs

11-3 – Data Collection Form Not Timely Filed

- The data collection form for fiscal year ending March 31, 2011, was/will not be submitted within the nine-month period ending March 31, 2011 (as per *OMB Circular A-133*).

11-4 – Completion and maintenance of fixed asset inventory - as noted above in Financial Statement Findings and Questioned Costs. CFDA Numbers referenced for CSBG, Weatherization Assistance and Stimulus CSBG.

COCAA has responded to the findings noted above and has worked with ODOC to clear them. ODOC will closely watch the agency's next audit to ensure progress is being made in addressing the problems.

Head Start/SAF/CAA-HS

COCAA serves as the fiscal flow-through agency for Crossroads and Wewoka Public Schools Co-Op Head Start Centers. ODOC conducted site-visits at both locations in April 2012. Copies of the reports were forwarded to COCAA for their records. No corrective actions were required at either location.

Captain

COCAA went live with the new Captain reporting software in July 2011. The agency moved from a centralized data entry point to a program-based entry system. Currently 10 staff members located at all outreach offices enters their own data into the system. The Director of Operations oversees the program and reviews data to ensure that all data is being correctly entered into the system.

The agency has been active in training opportunities provided for Captain. The Director of Operations has been meeting weekly with Captain staff for training sessions to address questions and learn all aspects of the system's reporting capabilities. The Director of Operations provides the training for any/all staff members who require/request it.

The data entry process was fully explained. Staff tracks the value of service for programs such as VITA, Weatherization and emergency assistance activities such as rent and utility payments. Data from the programs is not currently being provided to the Board; however, since the agency began weekly training sessions with Captain, staff feel more comfortable in the creation of reports and will soon work with program staff to provide the Board and agency management with program data from Captain.

Conclusion

The agency appears stable and has made progress over the past year. Staff must continue to meet their goals and acquire new partnerships in the upcoming year. The agency has worked hard to form new partnerships throughout the community and to seek out new sources of funding from various organizations and entities.

It is important that the agency work with other community action agencies and the State Association of Community Action Agencies. These partnerships will provide peer-to-peer mentorship opportunities that can greatly benefit the agency during the rebuilding process.

Both the new executive director and staff have a strong line of communication with ODOC regarding questions that arise. The significant changes in the financial department have created a challenge for the agency. The agency will continue to work to ensure all financial staff is fully trained, the new accounting system is fully implemented and the balance sheets are reconciled.

The weatherization program has made progress over the past year. New staff will continue to work hard to ensure positive progress is made. Assessors must have a clear line of communication with the weatherization director. Crews must work hard to ensure all measures are correctly and completely installed.

The Board is providing oversight and guidance to the new executive director and agency staff. New Board members will work closely with long-term members for peer-to-peer guidance as well as with the executive director to learn more about agency programs and their role as a Board member.

Central Oklahoma Community Action Agency Board Membership Roster

Agency: Central Oklahoma Community Action Agency

Last Updated: 25-Sep-12

List Names, Addresses, and Telephone Numbers:	Check Sector AND if currently vacant				Public Sector: Title of public official serving, or name and title of public official being represented. Private Section: Name of group represented and year group achieved representation on the Board.	CURRENT TERM		TERM LIMIT	Officers
	Public	Private	Low Income	Date Vacated		Start Date	End Date	END DATE (if applicable)	
VACANT as of 02/19/13			X		Cleveland County		4/30/2015	4/30/2018	
Lee Doolen PO Box 783, Meeker, OK 74855 bbinc3@valomet.com 405-258-0080 - 405-279-3313 (Co. Barn)	X				Lincoln County Commissioner	4/17/2012	4/30/2015	NA	
Kim Evans 100 Steele Ave., Chandler, OK 74834 kimaevans@sbcglobal.net 405-258-0593 (office) 405-258-0998 (home)		X			Chandler Chamber of Commerce	4/17/2012	4/30/2015	4/30/2018	
Mike Pearson Dist 2 County Barn 1550 Midwest Blvd, Guthrie, OK 73044 mmissiondistrict2@gmail.com 405-282-3405 /405-650-0384 (cell)	X				Logan County Commissioner	4/17/2012	4/30/2015	NA	Board Treasurer
Gloria Hesser Payne County Board of Commissioners 315 W. 6th Avenue, Ste. 203 Stillwater, OK 74074 gloriahesser@yahoo.com 405-624-0337 or 405-747-9503	X				Payne County Commissioner	4/17/2012	4/30/2015	NA	
Aaron Cole 120 S Doty, Stillwater, OK 74074 stillfirst@juno.com 405-747-7430			X		Mission of Hope Advisory Board Pastor, First Assembly of God	4/26/2011	4/30/2014	4/30/2017	Board Chair
Carol Clay-Levi Citizen Potawatomi Nation 1601 S Gordon Cooper Dr, Shawnee, OK 74801 cclaylevi@potawatomi.org 405-598-0797		X			Citizen Potawatomi Nation Advisory Board Employed By: CPN-E & T Director	4/26/2011	4/30/2014	4/30/2017	
Fred Combs 35047 EW 1240, Seminole, OK 74868 fredcombs49@yahoo.com 405-382-5062 (home) 405-584-2649 (cell)	X				Seminole County Commissioner	4/17/2012	4/30/2015	NA	Board Vice Chair
Paulette Williams 620 S Hitchite, Wewoka, OK 74884 405-257-3360			X		Seminole County	9/25/2012	4/30/2015	4/30/2018	Member at Large

Members of COCAA Board

Central Oklahoma Community Action Agency Board Membership Roster

Storia Wallace	DOB - 09/09/1956	X	1/26/2010	Pottowatomie County	4/26/2011	4/30/2014	4/30/2017	Secretary
PO Box 3218, Shawnee OK 74802								
storiaw@gctech.org								
405-273-7493 Ext. 2314								
Gordon Cooper Tech								
Career Specialist								
Magnus Scott		x		Payne County	4/26/2011	4/30/2014	4/30/2017	
PO Box 538 Langston OK 73050								
magnus_scott33@yahoo.com								
405-466-9748 405-361-9619 (cell)								
Pastor, A.M.E. Church								
Anita Chisholm			x	Cleveland County	4/26/2011	4/30/2014	4/30/2017	
17321 Avila Ln, OKC, OK 73170								
anitchisholm@cox.net								
405-760-2232								
Retired								

Regular Board of Commissioners

5.

Meeting Date: 05/06/2013

Proclamations

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Mayor's Proclamations:

"Better Hearing Month"

May 2013

"Community Action Month"

May 2013

Attachments

Better Hearing Month

Community Action Month

City of Shawnee



Proclamation

On behalf of the citizens of Shawnee, Oklahoma, I, Mayor Wes Mainord, do hereby proclaim the month of May 2013, as

“Better Hearing Month”

Whereas, Audiologists in Shawnee, Oklahoma and nationwide observe and celebrate Better Hearing Month each year during the month of May; and

Whereas, the Shawnee City Commission recognizes and values the efforts of all who work to eliminate or minimize the isolating effects of communication disorders in the one in five families affected by them; and

Whereas, more than half of the people with hearing loss are younger than 65; and

Whereas, hearing loss is the third most common health problem in the United States, affecting over 10% of the population. That equals to over 17,000 people in the Shawnee demographic area; and

Whereas, our citizens who have overcome communication disabilities through the services of Audiologists are now able to lead more independent, productive, and fulfilling lives; and

Whereas, Shawnee is proud and honored to have Audiologists offering quality education and health-care services to its citizens.

Now, Therefore I, Wes Mainord, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim May 2013, as

“Better Hearing Month”

In the city of Shawnee, Oklahoma
Dated this 6th day of May, 2013



ATTEST:

Phyllis Loftis, CMC, City Clerk

Wes Mainord, Mayor



City of Shawnee



Proclamation

"Community Action Month"

Whereas, Community Action Agencies were created when the Economic Opportunity Act of 1964 was signed into law; and

Whereas, Community Action Agencies have a 49 year history of promoting self-sufficiency for those with limited income; and

Whereas, the Central Oklahoma Community Action Agency is a member of a nationwide network of 1,100 Community Action Agencies, and one of 19 agencies in Oklahoma. Central Oklahoma Community Action Agency serves six counties in central Oklahoma: Cleveland, Lincoln, Payne, Logan, Pottawatomie, and Seminole; and

Whereas, the Central Oklahoma Community Action Agency continues to lead the effort to eradicate poverty by assisting families through a variety of programs and services that include transportation, prescription assistance, housing, utilities assistance, senior programs, home weatherization, and many others; and

Whereas, Community Action Agencies help people and change lives, embody a spirit of hope and make Oklahoma and America a better place to live, work, and play; and

Whereas, Shawnee joins the national effort to designate May "**Community Action Month**" to celebrate the success stories and honor the dedication of volunteers and the personal achievements of individuals who have benefited from the diverse programs of Community Action.

Now, Therefore, I, Wes Mainord, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the month of May 2013 as

"Community Action Month"

In the city of Shawnee, Oklahoma
Dated this 6th day of May, 2013

Wes Mainord, Mayor



ATTEST:

Phyllis Loftis, CMC, City Clerk



"Helping People ~ Changing Lives ~ Building Communities"

Regular Board of Commissioners

6.

Meeting Date: 05/06/2013

Sister City Delegates

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Introduction of Shawnee 2013 student/teacher delegation for exchange trip to Nikaho, Japan.

ADULT DELEGATES

Pam Hamman, Chair

Beth Polston, Teacher, Grove School

STUDENT DELEGATES

Shawnee Middle School

Grove School

Sabrina Bartley

Brennan Roark

Annika Stephens

Malachi Swedberg

Morgan Wallace

Brice Koons

William Larson

Macie May

Regular Board of Commissioners

7.

Meeting Date: 05/06/2013

Rezone P04-13

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance rezoning property located at East MacArthur, West of North Bryan from A-1; Agricultural to R-1; Residential Single Family Dwellings.

Case No. P04-13 Applicant: Greg Brown Homes, LLC

Attachments

Rezone P04-13

Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Greg Brown Homes, LLC
FOR: Rezone
LOCATION: East MacArthur, West of North Bryan
PROJECT#: 130355 Case# P04-13

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: A-1; Agricultural
REQUESTED CLASSIFICATION: R-1; Residential
PROPOSED PROPERTY USE: Single Family Homes

PLANNING COMMISSION MEETING DATE: May 1, 2013

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
BERGSTEN		X	X			
CARTER	X		X			
HOSTER			X			
TURNER (CHAIRMAN)			X			
SILVIA (VICE-CHAIRMAN)			X			
SALTER			X			

RESPECTFULLY SUBMITTED,

Linda Burg

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



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

STAFF REPORT
REZONE
CASE #P04-13

TO: Shawnee Planning Commission

AGENDA: May 1, 2013

RE: CASE #P04-13; Rezone Request, A-1 to R-1
Greg Brown Homes, LLC

PROPOSAL

The applicant is requesting to rezone the subject site of 26.35 acres (approximate) just west of the intersection of MacArthur Street and Bryan Street on the south side of MacArthur Street. The property is currently zoned A-1 (Agricultural) and the requested zoning classification is R-1 (Single Family Residential). The applicant wishes to construct a single-family residential development with 72 building lots. The property is currently vacant and has an agricultural/rural setting. It is adjacent to Grove School.

GENERAL INFORMATION

Applicant	Greg Brown Homes, LLC
Owner	Greg Brown Homes, LLC
Agent	Phil Hagen, PE
Site Location/Address	<i>See Figure 1</i>
Current Site Zoning	A-1 (Agricultural)
Parcel Size	26.35 Acres
Proposed Use	Residential Use
Comprehensive Plan Designation	Residential

Existing Land Use	Agricultural/Vacant
Surrounding Land Use	<u>North</u> : Residential, Public School <u>South</u> : Rural Residential <u>West</u> : Rural Residential, Vacant <u>East</u> : Commercial, Rural Residential
Surrounding Zoning	<u>North</u> : Agricultural <u>South</u> : Agricultural <u>West</u> : Agricultural <u>East</u> : Agricultural

STAFF ANALYSIS AND FINDINGS

The applicant is requesting approval for a zone change to facilitate the creation of a new residential development. The request for R-1, Single-Family Residential allows for single-family homes at a density of up to one home per 6,000 square feet. As proposed by the applicant, a total of 72 total lots are planned (see Case #S05-13).

The proposed development is currently surrounded by agriculturally-zoned land, but is near the intersection of MacArthur and Bryan Street which currently has multiple uses including a school and commercial development. Directly across the street from the proposed zone change, are single-family residential structures on agriculturally-zoned land.

According to the Shawnee Comprehensive Plan (Figure 2), the subject property is designated for low-density residential use, as is the property surrounding the site. As noted in the Comprehensive Plan, “Within the Residential category, conventional one-family detached dwellings represent the primary use.” The proposed rezone and future construction of single family homes falls under the low-density residential use and meets the requirements of the Comprehensive Plan.

Staff does hereby find that the proposed rezone is consistent with the Shawnee Comprehensive Plan.

RECOMMENDATION

Staff recommends **approval** of the proposed rezone from *A-1: Agricultural* to *R-1: Residential* at the subject property (see legal description).

Attachments

1. Figure 1: Zoning Map
2. Figure 2: Future Land Use Map, Shawnee Comprehensive Plan
3. Application Materials



Figure 1: Zoning map, with site outlined in red.

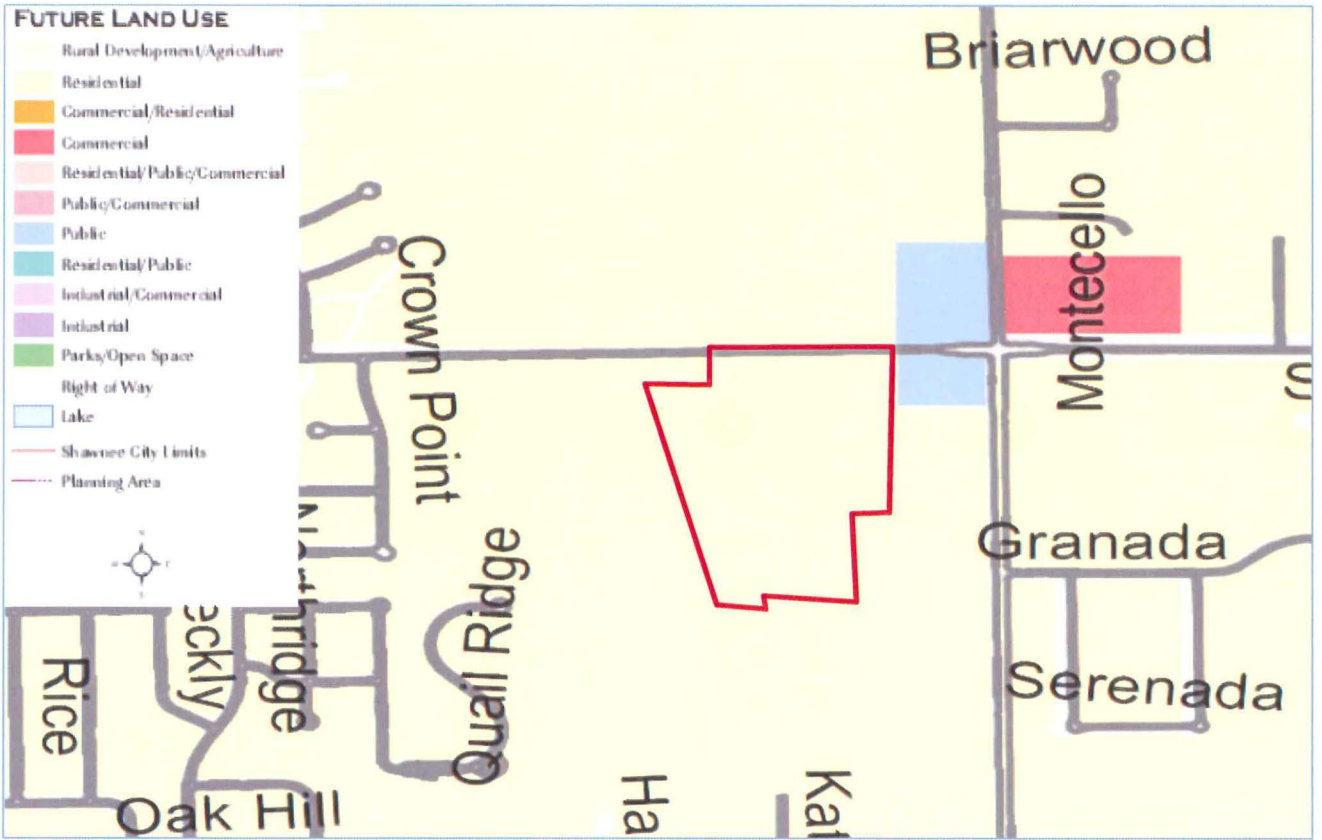


Figure 2: Future Land Use Map, with proposed zone change demarcated.

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P04-13

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on a proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land situated within a portion of the Northeast Quarter (NE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Northeast Corner of said Northeast Quarter (NE/4); thence S89°11'24"W along the North line of said NE/4 a distance of 448.57 feet to the point of beginning; thence S00°03'42"E a distance of 874.34 feet; thence S88°53'29"W a distance of 176.08 feet; thence S00°34'42"E a distance of 414.88 feet; thence S89°11'29"W a distance of 423.26 feet; thence S00°34'42"E a distance of 60.04 feet; thence S89°11'29"W a distance of 158.70 feet to a point on the apparent East Right-of-Way line of existing 60' pipeline easement; thence along the East line of said Right-of-Way N19°45'52"W a distance of 1146.79 feet; thence N88°55'43"E a distance of 263.44 feet; thence N01°30'45"E a distance of 264.56 feet to a point on said North line of the NE/4; thence N89°11'24"E along said North line a distance of 861.83 feet to the point of beginning.

General Location Known As:	<u>East MacArthur, West of North Bryan</u>
Current Zoning Classification:	<u>A-1; Agricultural</u>
Requested Zoning Classification:	<u>R-1; Residential</u>
Proposed Use of Property:	<u>Single Family Dwellings</u>
Applicant:	<u>Greg Brown Homes, LLC</u>

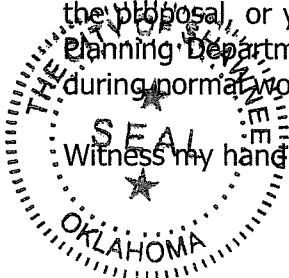
The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

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

May 1, 2013 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
May 6, 2013 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 rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition of the proposed rezone will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. 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 10th day of April, 2013.



Phyllis Loftis
Phyllis Loftis, City Clerk

Location Map

Figure 1 – Location Map- Property in question is highlighted in blue.



CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

PLANNING DEPARTMENT
PHONE: (405) 878-1666
FAX: (405) 878-1587

PLANNING COMMISSION APPLICATION
PROJECT NO. 130355 CASE NO. P04-13

REQUEST:

Rezoning X Rezoning w/Conditional Use Permit _____ 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 R-1 Single Family Res. District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): E. MacArthur, W. of N. Bryan

LEGAL DESCRIPTION: A Part of the NE/4, Sec. 8, T-10-N, R-4-E. I.M.

PROPERTY OWNER (S): Greg Brown Homes, LLC.

PROPERTY AGENT (APPLICANT): Greg Brown Homes, LLC.

APPLICANT'S ADDRESS: 2510 E. Independence, Suite 400

CITY: Shawnee STATE OK ZIP 74804

EMAIL ADDRESS: Phil.Hagen@craftontull.com (Crafton Tull & Assoc, Agent for Owner)

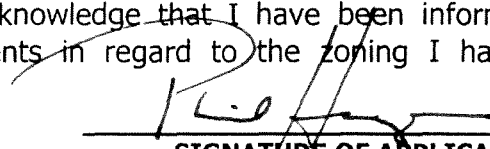
TELEPHONE NUMBER: (405-) 787-6270 CONTACT NUMBER: ()

DIMENSIONS OF PROPERTY: AREA 26.35 ± Acres WIDTH 1350.1548 feet
LENGTH 1134.9025 feet FRONTAGE 861.83 feet

CURRENT ZONING: A-1 **CURRENT USE:** Vacant

PROPOSED ZONING: R-1 **PROPOSED USE:** Single Family Residential

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.



SIGNATURE OF APPLICANT
Phil Hagen, PE, Agent for Owner

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 23 day of, March 2013



PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 01451248

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.:** _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

-: AFFIDAVIT OF BONDED ABTRACTOR :-

The undersigned Bonded Abstractor in and for the aforesaid County and State 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 lands:

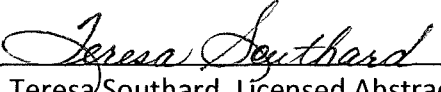
A tract of land situated within a portion of the Northeast Quarter (NE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Northeast Corner of said Northeast Quarter (NE/4); thence S89°11’24”W along the North line of said NE/4 a distance of 448.57 feet to the point of beginning; thence S00°03’42”E a distance of 874.34 feet; thence S88°53’29”W a distance of 176.08 feet; thence S00°34’42”E a distance of 414.88 feet; thence S89°11’29”W a distance of 423.26 feet; thence S00°34’42”E a distance of 60.04 feet; thence S89°11’29”W a distance of 158.70 feet to a point on the apparent East Right-of-Way line of existing 60’ pipeline easement; thence along the East line of said Right-of-Way N19°45’52”W a distance of 1146.79 feet; thence N88°55’43”E a distance of 263.44 feet; thence N01°30’45”E a distance of 264.56 feet to a point on said North line of the NE/4; thence N89°11’24”E along said North line a distance of 861.83 feet to the point of beginning.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from One (1) to Two (2), both inclusive.

The Abstractor makes no representation or warranty, either expressed or implied, regarding the accuracy of the information contained in this report. The Abstractor does not guarantee the validity of the title of such parties nor is this report intended to guarantee title thereof. The liability of the Abstractor shall be based solely on contract and shall be limited to the price paid for the report by the customer. The parties agree that the Abstractor shall not be liable for consequential damages. Acceptance of the instrument constitutes acceptance of this limitation on liability.

EXECUTED at Shawnee, Oklahoma, this 12th day of March, 2013.

FIRST AMERICAN TITLE AND TRUST COMPANY

By 
Teresa Southard, Licensed Abstractor #264

Order No. 1806030-SH99

Ownership List

Order No. 1806030-SH99

Date March 12, 2013

Page 1

OWNER

BRIEF legal:

Kermit M. Milburn, Trustee – P.O. Box 1244, Shawnee, OK 74802-1244

Beg. 626.1' W SE/C SE/4 NE/4; thence W 364'; thence N 1290'; thence E 364'; thence S 1290' to beg. & Beg. 626.1' N SE/C SE/4 NE/4; thence W 626.1'; thence N 663.9'; thence E 626.1'; thence S 663.9' to beg. Section 8, Township 10 North, Range 4 East

Ryan Franklin and Angela Franklin – 1009 Muirfield, Shawnee, OK 74801

N/2 NE/4 LESS TRACTS & Beg. 1290' N & 1437.5' W SE/C NE/4; thence W 302.2'; thence S 866.2'; thence E 302.2'; thence N 864.8' to beg. & Beg. 1118.32' E NW/C NE/4; thence E 208.37'; thence S02°W 259.38'; thence W 198.39'; thence N 259.17' to beg. Section 8, Township 10 North, Range 4 East

John E. Talley – 879 S. Cemetery Road, Tuttle, OK 73089

Beg. 1290' N & 1050.1' W SE/C NE/4 Section 8, Township 10 North, Range 4 East; thence W 387.42'; thence S 387.42'; thence E 387.42'; thence N 387.42' to beg.

Albert B. Rice and Linda Rice – 2300 N. Bryan, Shawnee, OK 74804

Beg. 1350' N SE/C E/2 NE/4 Section 8, Township 10 North, Range 4 East; thence W 417.4'; thence N 208.7'; thence E 417.4'; thence S 208.7' to beg.

Overland Communications, Inc. – c/o Danny Overland – 623 Pool Place, Shawnee, OK 74801

Beg. 1767.4' N & 450' W SE/C E/2 NE/4 Section 8, Township 10 North, Range 4 East; thence N to Section Line; thence E 450'; to NE/C NE/4; thence S to beg.

Grove School – 2800 N. Bryan, Shawnee, OK 74804

Beg. SE/C SE/4 Section 5, Township 10 North, Range 4 East; thence W 677.43' N to S line Lot 5; thence E to Section Line; thence S to beg.

Becky J. Morton – Route 2, Box 63, Elmore City, OK 73433

Beg. 667.43' W SE/C SE/4 Section 5, Township 10 North, Range 4 East; thence N to S line of Lot 5; thence W 210' thence S to Section Line; thence E to beg.

Charlene S. Nixon and Donna Sue Nixon – 1502 N. MacArthur, Shawnee, OK 74804

Beg. 1088' W SE/C SE/4; thence N 138'; thence W 185'; thence S 138'; thence E 185' to beg. & Beg. 1088' W & 138' N SE/C SE/4; thence N 339'; thence W 386.48'; thence S 477'; thence E 90.48'; thence N 234'; thence E 111'; thence S 96'; thence E 185' to beg. & Beg. 1088'1" W & 138' N SE/C SE/4; thence N 1693'5½"; thence W 1551'10½"; thence S 915'9"; thence E 582'8½"; thence S 765'8½"; thence E 173'; thence S 150'; thence E 500'2"; thence N 234'; thence E 111'; thence S 96'; thence E 185' to beg. Section 5, Township 10 North, Range 4 East

Donna Power – 1718 E. MacArthur, Shawnee, OK 74804

Beg. 1273'1" W SE/C SE/4 Section 5, Township 10 North, range 4 East; thence N 234'; thence W 111'; thence S 234'; thence E 111' to beg.

Ownership List

Order No. 1806030-SH99

Date March 12, 2013

Page No. 2

OWNER

BRIEG LEGAL:

Barney D. Sneed and Jeanette J. Sneed – P.O. Box 3585, Shawnee, OK 74802-3585

Beg. SW/C Lot 6; thence E 200'; thence N to S line Lot 5; thence W 200' to W line Lot 6;
thence S along W line Lot 6 to beg. Section 5, Township 10 North, Range 4 East

Greg Brown Homes, LLC – 2510 E. Independence, Shawnee, OK 74804

Beg. NW/C NE/4 NE/4; thence E 870.35'; thence S 874.34'; thence W 176.08'; thence S
414.88'; thence W 423.26'; thence S 60.04'; thence W 158.70'; thence NW 1146.79'; thence E
263.44'; thence N 264.35' to beg.

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY; A TRACT OF LAND SITUATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE S89°11'24"W ALONG THE NORTH LINE OF SAID NE/4 A DISTANCE OF 448.57 FEET TO THE POINT OF BEGINNING; THENCE S00°03'42"E A DISTANCE OF 874.34 FEET; THENCE S88°53'29"W A DISTANCE OF 176.08 FEET; THENCE S00°34'42"E A DISTANCE OF 414.88 FEET; THENCE S89°11'29"W A DISTANCE OF 423.26 FEET; THENCE S00°34'42"E A DISTANCE OF 60.04 FEET; THENCE S89°11'29"W A DISTANCE OF 158.70 FEET TO A POINT ON THE APPARENT EAST RIGHT-OF-WAY LINE OF EXISTING 60' PIPELINE EASEMENT; THENCE ALONG THE EAST LINE OF SAID RIGHT-OF-WAY N19°45'52"W A DISTANCE OF 1146.79 FEET; THENCE N88°55'43"E A DISTANCE OF 263.44 FEET; THENCE N01°30'45"E A DISTANCE OF 264.56 FEET TO A POINT ON SAID NORTH LINE OF THE NE/4; THENCE N89°11'24"E ALONG SAID NORTH LINE A DISTANCE OF 861.83 FEET TO THE POINT OF BEGINNING. REZONING SAID PROPERTY FROM A-1; AGRICULTURAL TO R-1; RESIDENTIAL, SINGLE FAMILY DWELLING; 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 was conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 6th day of May, 2013 upon an application to rezone certain property located in the City of Shawnee, Oklahoma from zoning classification A-1; Agricultural to R-1; Residential, Single Family Dwelling.

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 property to be zoned as considered.

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: A tract of land situated within a portion of the Northeast Quarter (NE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Northeast Corner of said Northeast Quarter (NE/4); thence S89°11'24"W along the North line of said NE/4 a distance of 448.57 feet to the point of beginning; thence S00°03'42"E a distance of 874.34 feet; thence S88°53'29"W a distance of 176.08 feet; thence S00°34'42"E a distance of 414.88 feet; thence S89°11'29"W a distance of 423.26 feet; thence S00°34'42"E a distance of 60.04 feet; thence S89°11'29"W a distance of 158.70 feet to a point on the apparent East Right-of-Way line of existing 60' pipeline easement; thence along the East line of said Right-of-Way N19°45'52"W a distance of 1146.79 feet; thence N88°55'43"E a distance of 263.44 feet; thence N01°30'45"E a distance of 264.56 feet to a point on said North line of the NE/4; thence N89°11'24"E along said North line a distance of 861.83 feet to the point of beginning, be and the same is hereby rezoned R-1; Single Family Dwelling and the official zoning map heretofore adopted is hereby amended so as to include said property as R-1; Residential, Single Family Dwelling.

PASSED AND APPROVED this 6th day of May, 2013.

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

8.

Meeting Date: 05/06/2013

Prelim Plat S05-13

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consideration of approval of a preliminary plat for Wyndemere Addition located at East MacArthur, West of North Bryan.

Case No. S05-13 Applicant: Greg Brown Homes, LLC

Attachments

Prelim Plat S05-13

RECOMMENDATION TO:

MAYOR

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Greg Brown Homes, LLC

FOR: Preliminary Plat

LOCATION: East MacArthur, West of North Bryan

PROJECT NUMBER 130357 CASE NUMBER S05-13

PLANNING COMMISSION MEETING DATE:

May 1, 2013

PLANNING COMMISSION RECOMMENDATION:

Approval with the following modifications and conditions:

Variations and Modifications

1. A variance of 100 feet to allow the cul-de-sac on Regency Court to terminate at the western property line instead of the specified code standard requiring the cul-de-sac to be 100 feet away from adjoining property lines.
2. A variance of 134 feet for Woodlawn Court to allow a cul-de-sac to be longer than the specified code standard of 500 feet.

Conditions

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. A six-foot sidewalk shall be installed along MacArthur Street prior to recording of the Final Plat – Phase I unless plat improvements are otherwise bonded.
4. Common Area “A” and “B” shall be maintained by the developer or homeowner’s association.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
BERGSTEN			X			
CARTER			X			
HOSTER		X	X			
TURNER (CHAIRMAN)			X			
SILVIA (VICE-CHAIRMAN)	X		X			
SALTER			X			

RESPECTFULLY SUBMITTED,

Linda Burg

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



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

STAFF REPORT
PRELIMINARY PLAT
CASE #S05-13

TO: Shawnee Planning Commission

AGENDA: May 1, 2013

RE: CASE #S05-13: Preliminary Plat for Wyndemere Addition

PROPOSAL

The applicant is requesting Preliminary Plat approval for 26.35 acres (approximate) just west of the intersection of MacArthur Street and Bryan Street on the south side of MacArthur Street. The applicant wishes to construct a single-family residential development with 72 building lots. This proposal is dependent upon approval of the associated rezone from A-1 to R-1 (Case #P05-13). According to the applicant, development will occur in two phases.

GENERAL INFORMATION

Applicant	Greg Brown Homes, LLC
Owner	Greg Brown Homes, LLC
Agent	Phil Hagen, PE
Site Location/Address	<i>See Figure 1</i>
Current Site Zoning	A-1 R-1 (if approved – see Case #P05-13)
Parcel Size	26.35 Acres
Proposed Use	Residential Use
Comprehensive Plan Designation	Residential
Existing Land Use	Agricultural/Vacant

Surrounding Land Use	<u>North:</u> Residential, Public School <u>South:</u> Rural Residential <u>West:</u> Rural Residential, Vacant <u>East:</u> Commercial, Rural Residential
Surrounding Zoning	<u>North:</u> Agricultural <u>South:</u> Agricultural <u>West:</u> Agricultural <u>East:</u> Agricultural

STAFF ANALYSIS AND FINDINGS

The applicant is requesting approval of a preliminary plat to allow for the creation of a new 72-lot residential development. The proposed development is currently surrounded by agriculturally-zoned land, but is near the intersection of MacArthur Street and Bryan Street which currently has multiple uses including a public school and commercial development. Directly across the street from the proposed zone change, are single family residential structures on agriculturally-zoned land.

As proposed, all residential lots meet the R-1 Zoning Code standards. The proposed density is 2.73 dwellings per acre, which is substantially less dense than what the code permits for a maximum density. There is a proposed 0.50 acre area set aside for stormwater detention. In addition, there is a 0.56 acre area of dense vegetation at the extreme northeast of the property that will be preserved as open space. Sidewalks are required along MacArthur Street.

The applicant has requested two variations to subdivision regulations associated with the project. The first is to allow the terminus of a cul-de-sac to be less than 100 feet from the property line. The applicant is requesting a variance to allow for the right-of-way associated with the cul-de-sac to be zero feet from the property line. The City Subdivision Regulations state in Article V, Section 40.2.1.T.1 that “The cul-de-sac’s terminus shall be no closer than one hundred (100’) feet from the right of way line to the boundary of the adjoining property.” According to the applicant, the property to the west of Regency Court has a 60 foot gas line easement making future development for that area unlikely. The applicant believes that extending the cul-de-sac to the property line would allow for the construction of standard lots which are currently expected to be a small section of patio homes. Staff believes this could be in the best interest of the City since allowing cul-de-sac placement at this location also provides for future development (via an extension of the public road) to the west at a later date, should that property be developed. This variance would allow for future growth and inner connection within a future development which is something Staff encourages developers to do.

The second modification request is to allow for a longer than permitted cul-de-sac on Woodlawn Court. The proposed cul-de-sac is to be 634 feet long and City Subdivision Regulations state in Article V, Section 40.2.1.T.1 that “A cul-de-sac shall not exceed five hundred (500) feet in length measured from the entrance turnaround having a radius of not less than fifty (50) feet at the property line and not less than forty (40) feet at the curb line; however, when deemed

advisable, the Planning commission may permit a variation from this length in order to adjust for topographic conditions.” The applicant states that there will be larger than normal estate-style homes along the street with the eastern lots backing up a drainage way making a longer cul-de-sac necessary. Staff does not object to the requested modifications and finds that they meet the standards set forth in Section 20.1 for such relief.

The City Engineer has reviewed the preliminary plat and has noted that some changes to the engineered drainage plan will be required to prevent runoff from discharging north toward MacArthur Street. A more detailed review of site engineering will take place concurrent with final plat submittal. It is his recommendation that the preliminary plat be approved contingent on the final construction plans being approved by the City Engineer and the required changes to the drainage area be made.

RECOMMENDATION

Staff recommends **approval** of the *Wyndemere Addition Preliminary Plat* with the following modifications and conditions:

Variations and Modifications

1. A variance of 100 feet to allow the cul-de-sac on Regency Court to terminate at the western property line instead of the specified code standard requiring the cul-de-sac to be 100 feet away from adjoining property lines.
2. A variance of 134 feet for Woodlawn Court to allow a cul-de-sac to be longer than the specified code standard of 500 feet.

Conditions

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. A six-foot sidewalk shall be installed along MacArthur Street prior to recording of the Final Plat – Phase I unless plat improvements.
4. Common Area “A” and “B” shall be maintained by the developer or homeowner’s association.

Attachments

1. Figure 1: Aerial Map of Site
2. Preliminary Plat
3. Letter from Applicant requesting variances
4. Application materials

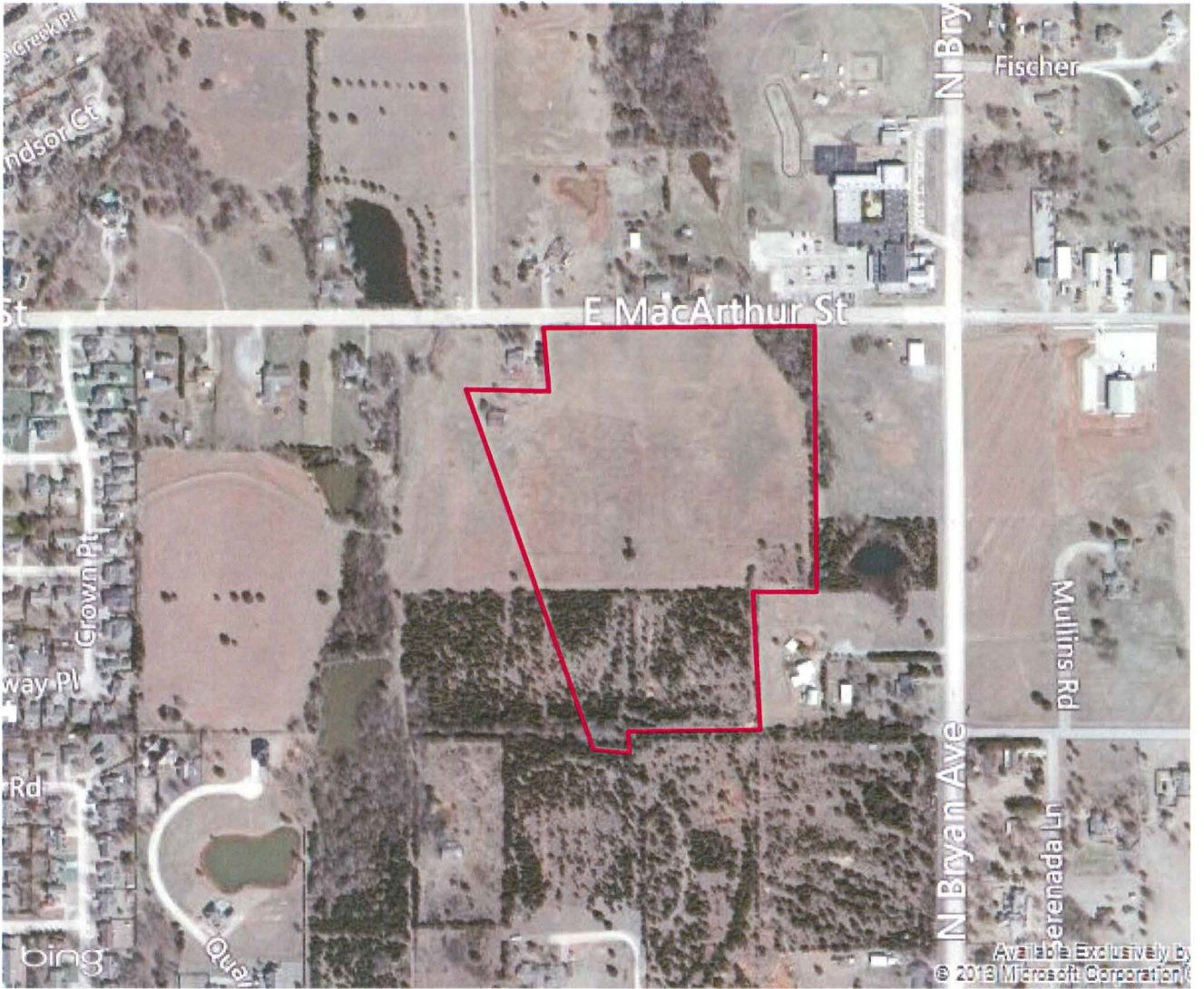


Figure 1: Aerial view with the plat area outlined.

PRELIMINARY PLAT APPLICATION FOR THE CITY OF SHAWNEE

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call 878-1665 with any questions.

APPLICANT Greg Brown Homes, LLC.

APPLICANT ADDRESS 2510 E. Independence, Suite 400, Shawnee, OK 74804

APPLICANT PHONE NUMBERS 405-273-5188

EMAIL ADDRESS Phil.Hagen@craftontull.com

NAME OF PLAT Wyndemere

LOCATION E. MacArthur Street, W. of N. Bryan Street

NUMBER OF ACRES 26.35 Acres± NUMBER OF LOTS 72

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

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

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

TOTAL COST _____

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 50 \$100.00

PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS 22 \$ 22.00

TOTAL COST \$347.00

OWNER/DEVELOPER INFORMATION:

NAME Same as above

ADDRESS _____

CONTACT NUMBERS _____

EMAIL ADDRESS _____

PROJECT ENGINEER INFORMATION:

NAME Phil Hagen, Crafton Tull & Associates

ADDRESS 214 East Main Street, Oklahoma City, OK 73104

CONTACT NUMBERS 405-787-6270

EMAIL ADDRESS Phil.Hagen@craftontull.com

FOR STAFF USE ONLY

PROJECT NUMBER: 130357 CASE NUMBER: 905-13

DATE: 3/25/13 AMOUNT PAID: \$347.00 RECEIPT NO. 01451248



architecture | engineering | surveying

Conway
Little Rock
Oklahoma City
Rogers
Russellville
Tulsa

April 23, 2013

City of Shawnee
Planning Commission
16 West 9th Street
Shawnee, Ok 74801

Re: Variance Requests for the Wyndemere Preliminary Plat

Commissioners,

On behalf of our clients, Greg and Tom Brown, we respectfully request the following variance associated with the Wyndemere Preliminary Plat:

1. Terminus of a cul-de-sac to be less than 100' from a property line.

The property to the west of Regency Court is encumbered by a gas line with a 60' easement, so if the property were to be developed, which is unlikely, no home could be built within 60' of the terminus of the cul-de-sac. Extending the cul-de-sac to the property line allows standard lots on regency court, which is going to be developed as a small section of patio homes within Wyndemere.

2. Length of a cul-de-sac to be greater than 500'.

The centerline length of Woodlawn Court is proposed to be 634'. Woodlawn Court is proposed to be developed as larger estate type homes within Wyndemere, with the east lots backing up to the tree lined drainage way.

It is the intent to develop Wyndemere in the same manner as the existing subdivision Windmill Ridge, with three separate housing products within the same addition. The approval of the requested variances would allow this type of development and we respectfully request your consideration and approval.

Thank you,

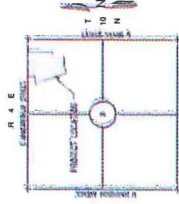
Phillip Hager, PE

PRELIMINARY PLAT

OF

WYNDEMERE

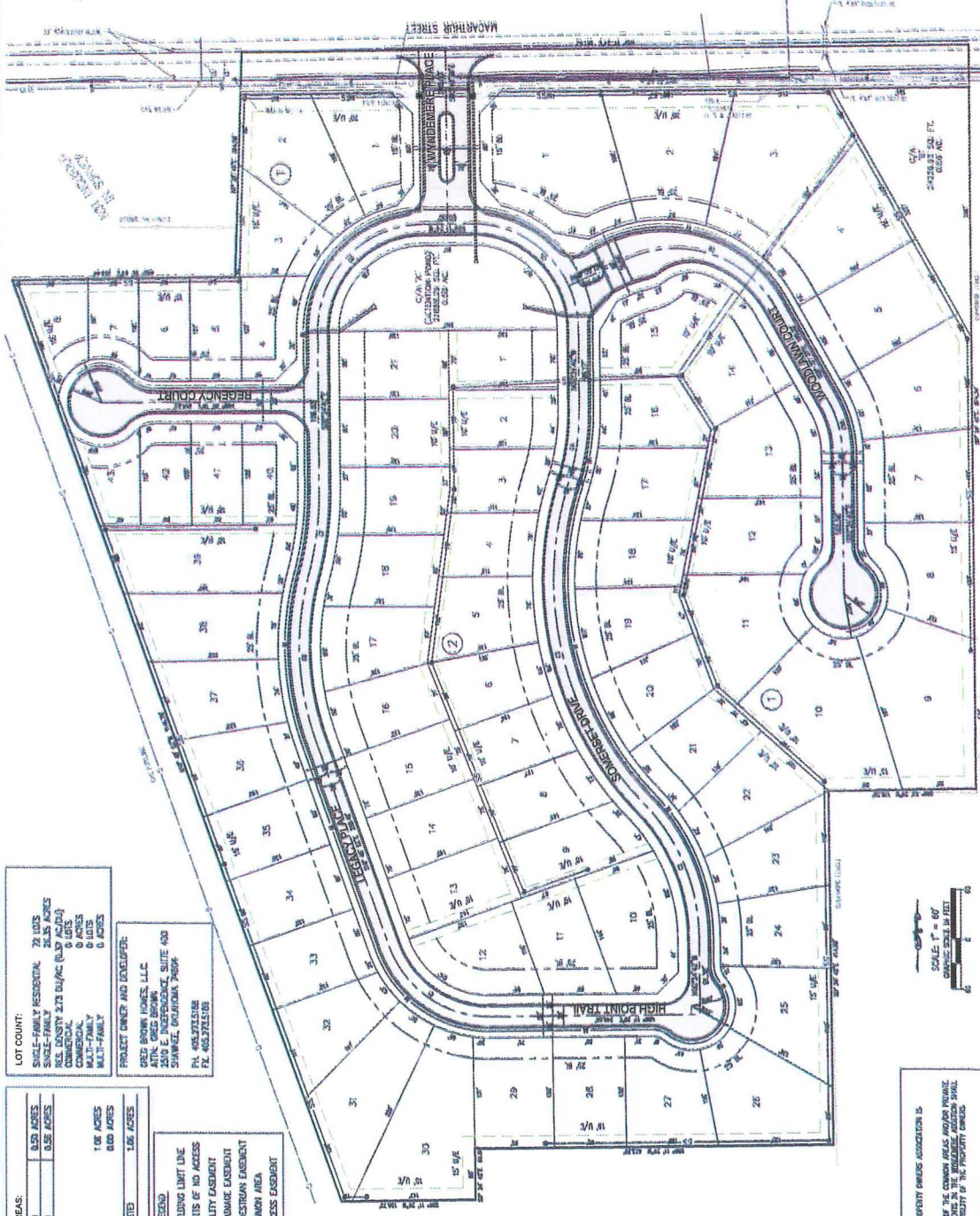
A PART OF THE N.E. 1/4 OF SECTION 8, T-10-N, R-4-E, 11-M., SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA



LOCATION MAP
SCALE 1" = 200'

LEGAL DESCRIPTION: A portion of the Northwest Quarter (NW 1/4) of Section 8, Township 10 North, Range 4 East, Meridian 11 West, Oklahoma County, Oklahoma, being more particularly described as follows: ...

CURVE TABLE with columns: CURVE #, LENGTH, RADIUS, DELTA, IS-CURVE DIRECTION, CHORD LENGTH. Lists 11 curves (C1-C11) with their respective measurements.



LOT COUNT table: SINGLE-FAMILY RESIDENTIAL (74 LOTS), SINGLE-FAMILY (26.33 ACRES), RES. DENSITY 2.73 DU/AC (6.57 AC/DU), COMMERCIAL (0 LOTS), MULTI-FAMILY (0 LOTS), MULTI-FAMILY (0 ACRES).

COMMON AREAS table: C/A 'X' RECD (3.23 ACRES), C/A 'Y' RECD (0.56 ACRES), TOTALS: RECD (3.79 ACRES), GWL (1.06 ACRES).

LEGEND: BUILDING LIMIT LINE (BL), LIMITS OF NO ACCESS (LINA), UTILITY EASEMENT (U/E), DRAINAGE EASEMENT (D/E), FLOODPLAIN EASEMENT (F/E), COMMON AREA (C/A), ACCESS EASEMENT (A/E).

- 1. MINORITY PROPERTY OWNERS ASSOCIATION IS RECORDED.
2. THE OWNER OF ANY LOT OR BUILDING OR EASEMENT IN THE WYNDEMERE ASSOCIATION SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS.
3. ZONING USE WILL BE S-1.
4. INTERIOR DIMENSIONS ARE NOT SHOWN.
5. ALL PROPOSED SHADOWED DIMENSIONS TO BE 'E'.



Crafton Juli logo and contact information: 650/591753, PROJECT NO.: 13601700.

Regular Board of Commissioners

9.

Meeting Date: 05/06/2013

Rezone P05-13

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance rezoning property located at 1102 West MacArthur from C-2; Suburban Office to PUD; Planned Unit Development, Medical Facilities, Hospital
Case No. P05-13 Applicant: Linda Brown, St. Anthony Shawnee Hospital

Attachments

Rezone P05-13

Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Linda Brown, St Anthony Shawnee Hospital
FOR: PUD
LOCATION: 1102 West MacArthur
PROJECT#: 130378 Case# P05-13

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: C-2; Suburban Office

REQUESTED CLASSIFICATION: Planned Unit Development

PROPOSED PROPERTY USE: Hospital

PLANNING COMMISSION MEETING DATE: May 1, 2013

PLANNING COMMISSION RECOMMENDATION: Approval subject to the following conditions:

1. Final infrastructure plans shall be submitted by the applicant and approved by the City and the City Engineer prior to construction.
2. Landscaping shall be installed substantially similar to the submitted PUD Site Plan and a detailed landscaping plan shall be submitted with the Building Permit plans.
3. Sidewalks shall be installed as shown on the submitted site plan, provided that the distance from the sidewalk to the curb shall be as approved by the City Engineer. The sidewalk shall be a minimum width of four feet.
4. The maximum building coverage ratio for the site is 40 percent.
5. The approved setbacks are as shown on the PUD Site Plan and as specified in the submitted PUD Design Statement.
6. The approved building height is up to 70 feet in height.
7. All FEMA Floodplain regulations shall be met.
8. The existing 9' x 18' parking spaces may remain, provided that full-size spaces be developed in accordance with the PUD specifications.
9. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
BERGSTEN			X			
CARTER	X		X			
HOSTER			X			
TURNER (CHAIRMAN)			X			
SILVIA (VICE-CHAIRMAN)		X	X			
SALTER			X			

RESPECTFULLY SUBMITTED,

Linda Burg

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



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

STAFF REPORT
Planned Unit Development
SSM Health Care
Case #P05-13

TO: Shawnee Planning Commission
AGENDA: May 1, 2013
RE: Request for PUD Zoning; SSM Health Care

PROPOSAL

The applicant proposes to rezone the subject site to facilitate the expansion and remodel of St. Anthony Shawnee Hospital. The hospital campus is located northeast of the intersection of MacArthur Street and Kethly Boulevard. The existing site zoning is C-2 (Commercial Office) and the applicant is proposing a zoning classification of Planned Unit Development (PUD). The proposed expansion of 122,000 square feet will occur within the existing campus and hospital property. The existing facility is approximately 168,000 square feet.

GENERAL INFORMATION

Owner/Applicant	SSM Health Care
Contact	Linda Brown
Site Location/Address	1102 W. MacArthur
Current Site Zoning	C-2 (Commercial Office)
Site Area	~9.556 acres
Comprehensive Plan Designation	Industrial, Residential/Public
Existing Land Use	St. Anthony Hospital Shawnee
Proposed Land Use	Medical / Hospital consistent with the approved

	PUD
Surrounding Land Use	The hospital campus is adjacent to Oklahoma Baptist University to the South and East. To the North and West are the Medical Clinic and Medical Plaza Development, owned by St. Anthony.
Surrounding Zoning	North: C-2, C-3 South: C-3 West: C-2, PUD East: R-3, C-3

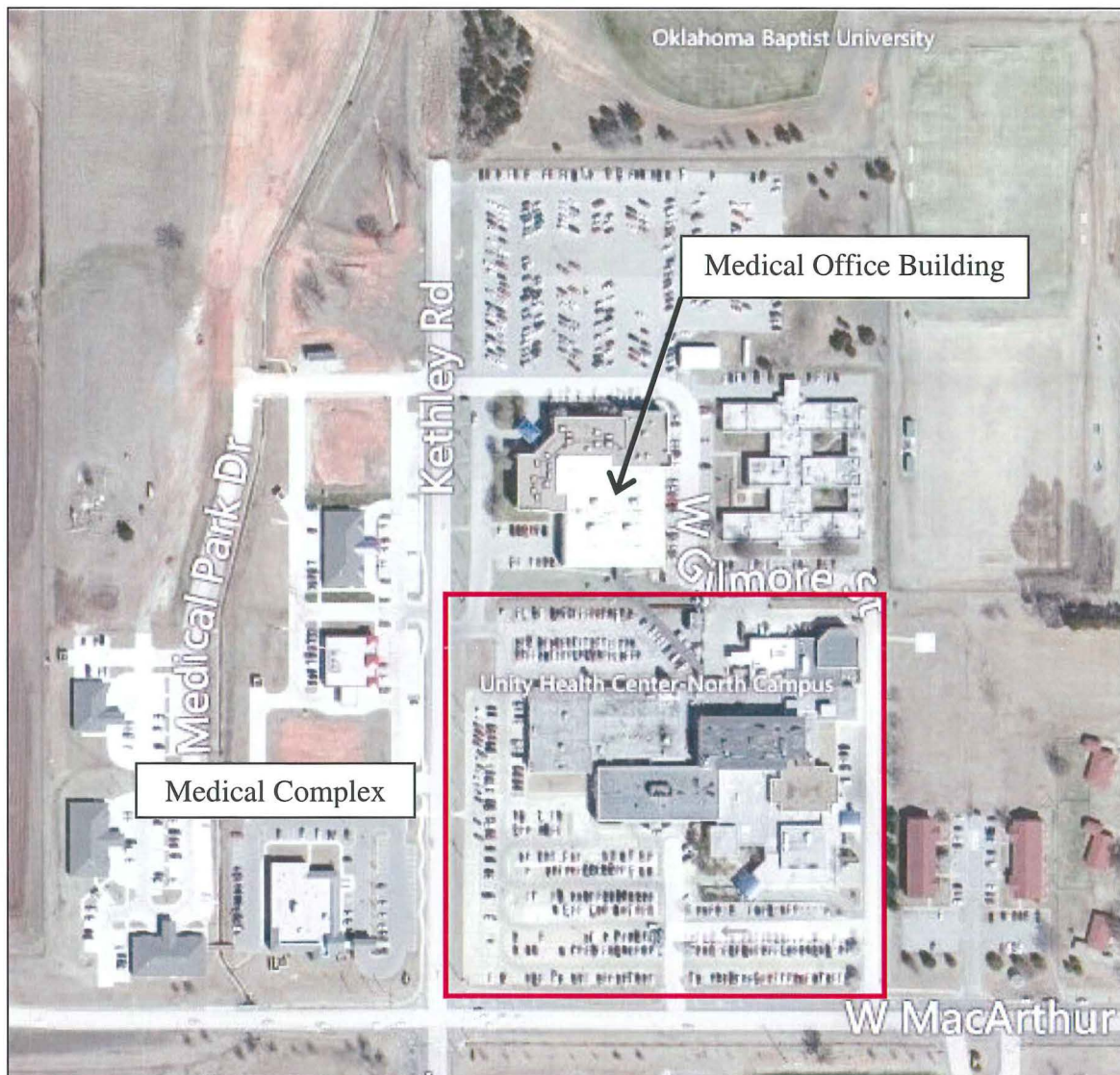


Figure 1: Aerial view with hospital boundaries outlined.

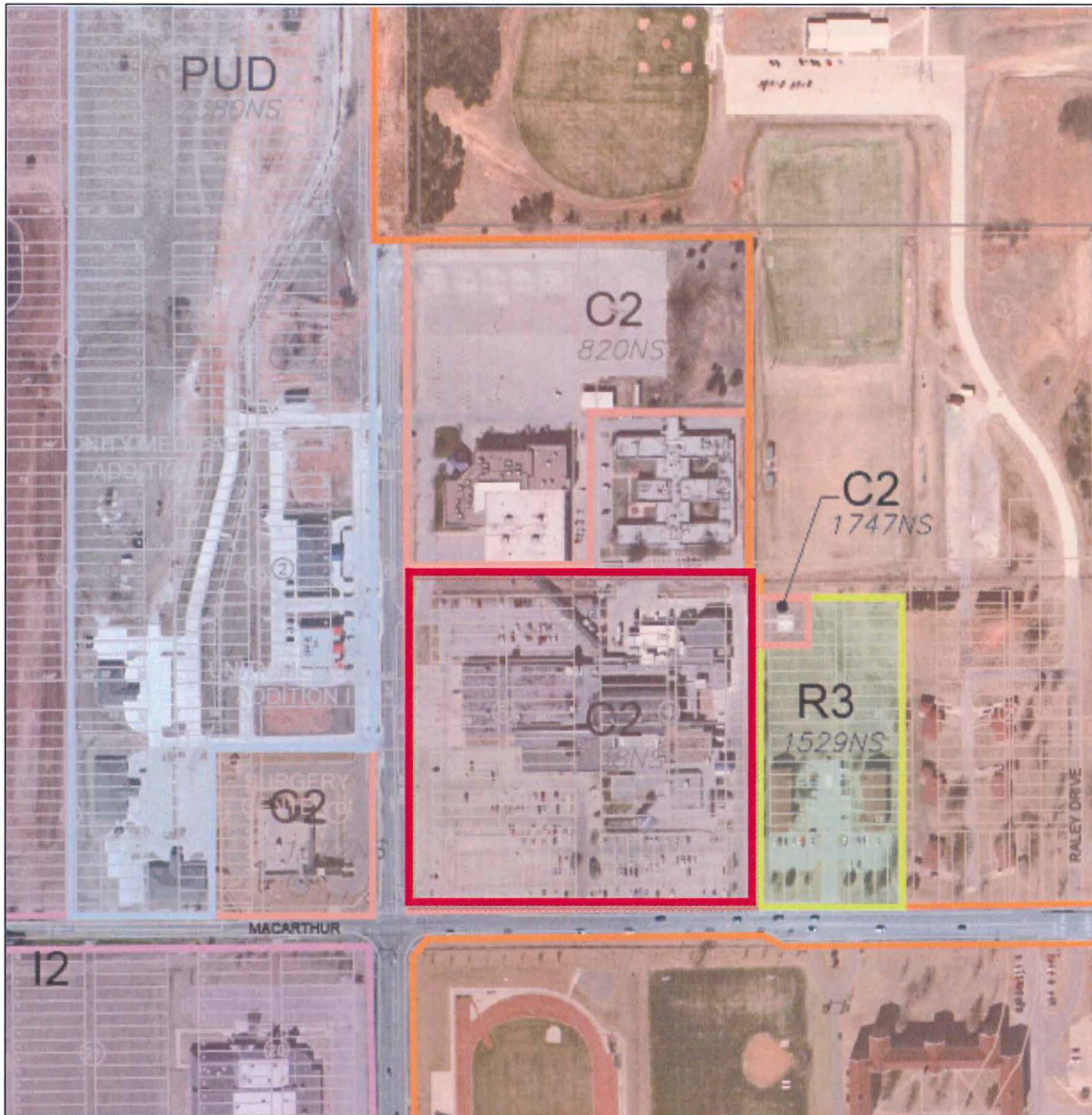


Figure 2: Zoning map of the subject site (outlined in red) and surrounding area.

STAFF REVIEW AND ANALYSIS

A PUD is a special zoning district that applies a master development plan to a specific property. A PUD differs from conventional development in several key aspects. First, a PUD tends to be a larger-scale development and may also include the mixing of uses and/or densities. Consistent and unified design is a key factor and development is generally more tightly controlled than under conventional development scenarios. In exchange for master planning, consistent design and innovative approaches, applicants may be granted special exceptions and deviations, which would under normal circumstances, require a variance or not be allowed at all.

A planned unit development consists of a Master Development Plan Map (same or similar to preliminary plat) and a Design Statement (detailed project narrative). Approval of a PUD adopts the master plan prepared by the applicant and replaces any previous zoning district classification on the parcel. The applicant has included the required design statement and development plan maps.

The proposed use of the subject site is the continuation and expansion of the existing medical (hospital) facility. The existing hospital is 168,000 square feet and the proposed addition will add 122,000 square feet. The expansion will occur in several phases and take approximately two years to complete. According to the applicant, the current Surgery Department and two of the existing Nursing Units need to be expanded and replaced. The proposed addition will include the following components:

- Basement – remodel for new IT Department and provision of tunnel connection to new bed tower;
- 1st Floor – Bed Tower, new Hospital and Surgery entries, Surgery suite, Physical Plant; associated remodel;
- 1st / 2nd Floor – Central Plant addition, major electrical mechanical equipment to serve the new bed tower;
- 2nd Floor, Bed Tower Addition, Women’s Center;
- 3rd Floor, Bed Tower Addition, ICU, Shell; and
- Penthouse/Rooftop Screenwall – mechanical/electrical equipment to serve the new bed tower air handling equipment.

This particular site and the existing and proposed use is distinct in Shawnee. As the only regional hospital and the largest medical complex in the area, it is clear that the existing zoning classification is insufficient to account for the unique land use pattern and development realities that such a medical center requires. In this case, the hospital is limited in its ability to expand, without exceeding typical height limitations in commercial zoning districts.

The proposed major expansion can be accommodated with existing City utilities that are adjacent to the site. The City has a 12-inch water line along MacArthur Street (north side) and a 6-inch line along Kethly Blvd. Waterline extensions and upsizing will occur to accommodate the needs of the facility and provide fire flow. Sewer service is also readily available. Because there is no net increase in impervious area, stormwater detention is not expected to increase. Site drainage and civil engineering drawings will be reviewed as part of subsequent building permit submittals.

The subject site is within close proximity to the Shawnee Regional Airport. According to City information, the proposed maximum height of approximately 67 feet would be permissible. Permits must still be submitted to the Oklahoma Aeronautics Association and the Federal Aviation Administration.

The submitted Planned Unit Development proposes the following deviations from City standards:

Building Height: The proposed building height associated with the new construction is approximately 67 feet. Based on the proximity of the building to the airport, it appears that a building of up to 100 feet (approximate) in height may be permissible based on adopted standards. The City's standard zoning classifications do not allow for a building this tall, which is part of the reason for the PUD request. Staff notes there is limited room on the site to expand with a lower-rise design. The proposed construction is not expected to negatively impact neighboring properties. Medical uses are adjacent to the north and west, while Oklahoma Baptist University is located to the south and east.

Parking: As detailed in the submitted PUD Design Statement, the existing parking lot has spaces that are 9 feet by 18 feet. The City of Shawnee Zoning Code requires that parking spaces be 9 feet by 20 feet, although 25% of allowable spaces may be compact, which are 8.5 feet by 16 feet. The applicant is requesting that they be allowed to retain the existing stall dimensions, while adding some full-size spaces (16% of west parking lot). Because the parking spaces are existing, Staff does not object to retaining the smaller spaces, provided the larger spaces are included as proposed.

Staff does have some concern with the overall number of parking spaces being provided. There are around 392 existing parking spaces. After expansion, 338 spaces will be provided or a reduction of 54 spaces. A potential parking shortage can be mitigated by the fact that the applicant owns the medical complex to the west and the medical clinic to the north. Both facilities provide ample parking for their present-day use and could provide additional spaces, particularly for staff. According to the Shawnee Zoning Code, a hospital must provide one space for each employee, one space per bed, and one space for every 500 square feet of gross floor area and outpatient care space.

Landscaping: Because the proposed development includes an existing developed site, it is difficult to ascertain compliance with landscaping standards found in the Shawnee Zoning Code. Landscaping standards are primarily based on the number of parking spaces provided. The proposed development eliminates some existing parking, redevelops other parking areas and does not result in a decrease in the present-day landscaped area. The redeveloped parking areas will actually be enhanced with landscaping and many new plantings are proposed (see Landscape Plan in PUD Narrative). Therefore, Staff finds that proposed plan is sufficient and meets the intent of the zoning code, while recognizing that the site is an existing developed location.

STAFF RECOMMENDATION

Staff recommends **approval** of the St. Anthony Shawnee Hospital PUD, subject to the following conditions:

1. Final infrastructure plans shall be submitted by the applicant and approved by the City and the City Engineer prior to construction.

2. Landscaping shall be installed substantially similar to the submitted PUD Site Plan and a detailed landscaping plan shall be submitted with the Building Permit plans.
3. Sidewalks shall be installed as shown on the submitted site plan, provided that the distance from the sidewalk to the curb shall be as approved by the City Engineer. The sidewalk shall be a minimum width of four feet.
4. The maximum building coverage ratio for the site is 40 percent.
5. The approved setbacks are as shown on the PUD Site Plan and as specified in the submitted PUD Design Statement.
6. The approved building height is up to 70 feet in height.
7. All FEMA Floodplain regulations shall be met.
8. The existing 9' x 18' parking spaces may remain, provided that full-size spaces be developed in accordance with the PUD specifications.
9. All other applicable City standards apply.

Attachments

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P05-13

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on an application for approval of a Planned Unit Development, which is a special zoning district, on property located within the City of Shawnee.

The applicant requests a Planned Unit Development for the following described property:

The Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW/4 SW/4 SE/4) of Section One (1), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, LESS AND EXCEPT 24 feet along the North side and 40 feet along the West side of said tract for Street purposes.

General Location Known As:	<u>1102 West MacArthur</u>
Current Zoning Classification:	<u>C-1; Neighborhood Commercial</u>
Requested Zoning Classification:	<u>PUD; Planned Unit Development</u>
Proposed Use of Property:	<u>Medical Facilities, Hospital</u>
Applicant:	<u>Linda Brown, St Anthony Shawnee Hospital</u>

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

May 1, 2013 AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
May 6, 2013 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 Planned Unit Development. The Commission reserves the right to limit discussion and debate on the proposed Planned Unit Development in the public hearing, in which event those persons appearing in support or opposition of the proposed Planned Unit Development will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. 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.

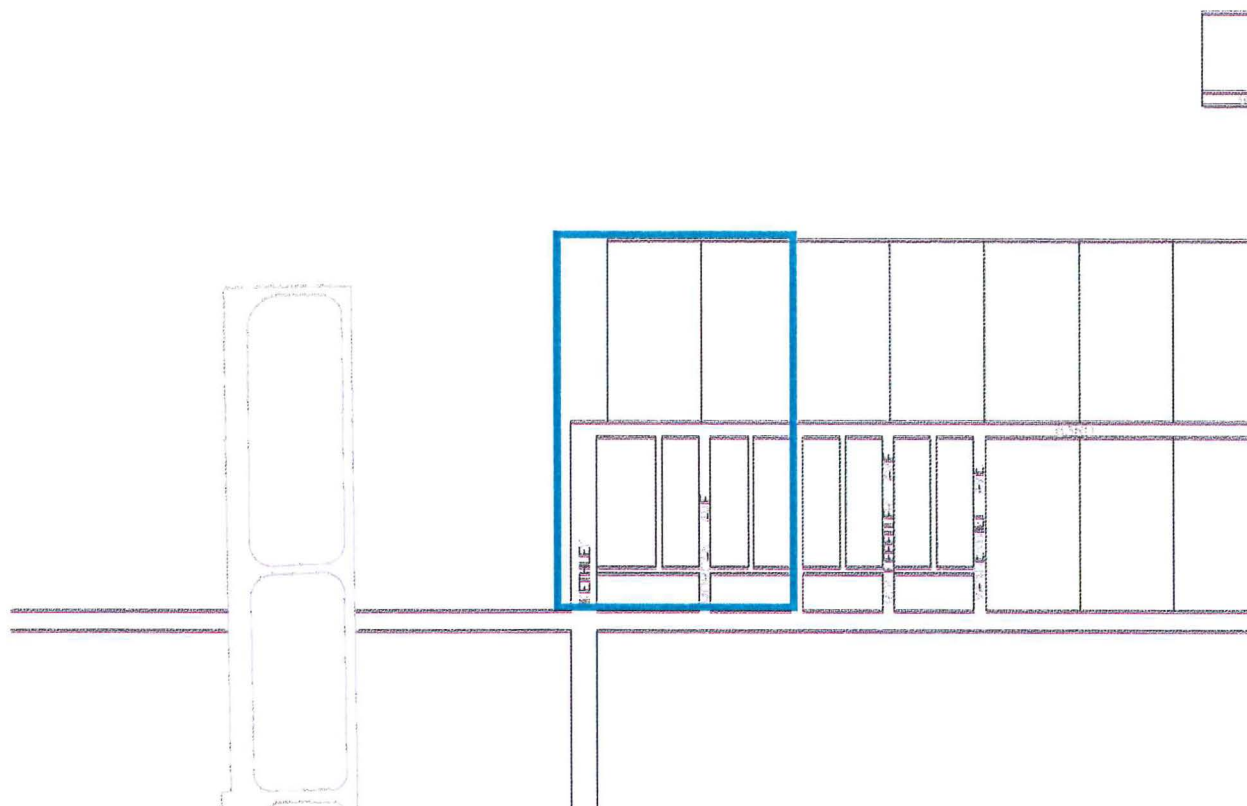
Witness my hand this 10th day of April, 2013.



Phyllis Loftis
Phyllis Loftis, City Clerk

Location Map

Figure 1 – Location Map- Property in question is highlighted in blue.



STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

-: AFFIDAVIT OF BONDED ABTRACTOR :-

The undersigned Bonded Abstractor in and for the aforesaid County and State 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 certain properties located within 300 feet in all directions of the following described lands:

The Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW/4 SW/4 SE/4) of Section One (1), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, LESS AND EXCEPT 24 feet along the North side and 40 feet along the West side of said tract for Street purposes.

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

The Abstractor makes no representation or warranty, either expressed or implied, regarding the accuracy of the information contained in this report. The Abstractor does not guarantee the validity of the title of such parties nor is this instrument intended to guarantee title thereof. The liability of the Abstractor shall be based solely on contract and shall be limited to the price paid for the report by the customer. The parties agree that the Abstractor shall not be liable for consequential damages. Acceptance of the instrument constitutes acceptance of this limitation on liability.

EXECUTED at Shawnee, Oklahoma, this 15th day of March, 2013.

FIRST AMERICAN TITLE AND TRUST COMPANY

BY *Teresa Southard*
Teresa Southard, Licensed Abstractor #264

Order No. 1807513-SH99

Ownership List

Order No. 1807513-SH99

Date March 15, 2013

Page No. 1

OWNER

BRIEF LEGAL:

Community Health Partners, Inc. – 1102 W. MacArthur, Shawnee, OK 74804
Lot 1, Block 1, UNITY MEDICAL PLAZA ADDITION to Shawnee

St. Anthony Shawnee Hospital, Inc. – 1000 N. Lee, Oklahoma City, OK 73102
East detention common area & channel common area & Lots 1 & 4, Block 2, UNITY
MEDICAL PLAZA ADDITION to Shawnee & SW/4 SW/4 SE/4 Section 1, Township 10 North, Range
3 East

Shawnee Real Estate Holdings – c/o SSM Health Care of Oklahoma – 1000 N. Lee, Oklahoma
City, OK 73102

Lot 2, Block 2, UNITY MEDICAL PLAZA ADDITION & Part Block 7 and All Block 8,
GILMORE'S ADDITION to Shawnee

Shawnee Pharmacy, LLC – 3210 Keithley, Shawnee, OK 74804

Lot 3, Block 2, UNITY MEDICAL PLAZA ADDITION to Shawnee

Oklahoma Baptist University – 500 W. University, Shawnee, OK 74804

SE/4 SW/4 SE/4 Section 1, Township 10 North, Range 3 East & All Blocks 4 thru 6,
GILMORE'S ADDITION to Shawnee & N/2 N/2 NE/4 Section 12, Township 10 North, Range 3 East

Shawnee Care Center, LLC – P.O. Box 668, Sallisaw, OK 74955

Beg. SE/C Lot 7, GILMORE'S ADDITION to Shawnee; thence N 300'; thence W 300';
thence S 300'; thence E 300' to beg.

City of Shawnee – P.O. Box 1448, Shawnee, OK 74802-1448

Blocks 6 thru 26, UNIVERSITY GROUNDS ADDITION to Shawnee

Shawnee Surgical Realty, LLC – 1102 W. MacArthur, Shawnee, OK 74804

Lot 1, Block 1, SURGERY CENTER AT UNITY ADDITION to Shawnee

CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

PLANNING DEPARTMENT
PHONE: (405) 878-1666
FAX: (405) 878-1587

PLANNING COMMISSION APPLICATION
PROJECT NO. 130378 CASE NO. P05-13

REQUEST:

Rezoning Rezoning w/Conditional Use Permit _____ Conditional Use Permit _____
Planned Unit Development *je*

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 C-2 District to PUD District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 1102 W. MacArthur

LEGAL DESCRIPTION: see attached

PROPERTY OWNER (S): SSM Health Care

PROPERTY AGENT (APPLICANT): Linda E. Brown

APPLICANT'S ADDRESS: 1102 W. MacArthur

CITY: Shawnee **STATE** OK **ZIP** 74804

EMAIL ADDRESS: Linda-E-Brown@ssmhc.com

TELEPHONE NUMBER: (405) 878-8183 **CONTACT NUMBER:** ()

DIMENSIONS OF PROPERTY: AREA 9.556 AC WIDTH 673'
LENGTH 660' FRONTAGE w. MacArthur 660'
Kathley Rd 673'

CURRENT ZONING: C-2 **CURRENT USE:** Hospital

PROPOSED ZONING: PUD **PROPOSED USE:** Hospital

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.

Linda E. Brown
SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 29 day of March 2013

PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 01452366

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.:** _____

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY; THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4 SE/4) OF SECTION ONE (1), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, LESS AND EXCEPT 24 FEET ALONG THE NORTH SIDE AND 40 FEET ALONG THE WEST SIDE OF SAID TRACT FOR STREET PURPOSES. REZONING SAID PROPERTY FROM C-2; SUBURBAN OFFICE TO PUD; PLANNED UNIT DEVELOPMENT, 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 was conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 6th day of May, 2013 upon an application to rezone certain property located in the City of Shawnee, Oklahoma from zoning classification C-2; Suburban to PUD; Planned Unit Development.

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 property to be zoned as considered.

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: The Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW/4 SW/4 SE/4) of Section One (1), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, LESS AND EXCEPT 24 feet along the North side and 40 feet along the West side of said tract for Street purposes, be and the same is hereby PUD; Planned Unit Development and the official zoning map heretofore adopted is hereby amended so as to include said property as PUD; Planned Unit Development.

PASSED AND APPROVED this 6th day of May, 2013.

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

10.

Meeting Date: 05/06/2013

Resoluton of support HB1875

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on a resolution of support for HB 1875 to correct imbalance in the cost of collection of Sales Tax.

Attachments

MEMO HB1875

Support HB1875

Mayor
WES MAINORD



The City of Shawnee
16 W. 9th St.
P.O. Box 1448
Shawnee, Oklahoma 74802-1448
Tel: (405) 878-1686
Fax: (405) 214-4249
www.ShawneeOK.org

Commissioners
PAM STEPHENS
LINDA AGEE
JAMES HARROD
KEITH HALL
JOHN WINTERRINGER
STEVE SMITH

RE: House Bill 1875 – Cost of Collection of Sales Tax

To: Mayor and City Commissioners

From: Brian McDougal, City Manager

Date: May 3, 2013

For a number of years, the State Tax Commission has charged municipalities 50% of the total costs of collection of sales and use taxes. As State sales taxes have increased, the percentage has not been adjusted, with the result that municipalities are paying more than their proportionate share.

The Oklahoma Municipal League and a number of cities have worked with the Oklahoma Tax Commission to provide a solution to this problem. There is now pending legislation that makes an adjustment and provides for a periodic review to keep the costs in line.

It is HB 1875. OML has asked its member cities to pass a resolution in support of the legislation and communicate their support to Senators and Representatives in the Oklahoma Legislature.

A Resolution of support is included.

Staff recommends that the Commission pass the Resolution.

Resolution No. _____

A Resolution in Support of HB 1875, Which Corrects Imbalance in the
Cost of Collection of Sales Tax

WHEREAS, Originally the retention fee charged cities for the collection of sales and use taxes approximated 50% of the total cost shared with the state; and

WHEREAS, the percentage charged cities has not been adjusted, and over time a significant imbalance has occurred resulting in cities now bearing a much larger fee than the cost of collection; and

WHEREAS House Bill 1875, which bill is a result of close and diligent work with the Oklahoma Tax Commission corrects the imbalance that has occurred and allows for review of cost every five years ensuring that this imbalance does not occur again, thereby providing a solution to this issue:

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

1. It declares its strong support for HB 1875; and
2. It respectfully requests that its Representatives and Senators give their support of HB 1875 to correct the imbalance of fees charged by the state for services that has accrued over the past 30 years.
3. That the City Clerk provide copies of this Resolution to

Senator Ron Sharp

Senator Harry Coates

Representative Justin Wood

Representative Tom Newell

Representative Todd Thomsen

Governor Mary Fallin

Passed and approved this 6th day of May, 2013.

Wes Mainord, Mayor

Attest:

Phyllis Loftis, CMC, City Clerk

Approved as to form and legality

Mary Ann Karns, City Attorney

Regular Board of Commissioners

11.

Meeting Date: 05/06/2013

Downtown Wi-fi

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action regarding research to determine the feasibility for Downtown Wi-fi.

Attachments

Downtown Wi-fi

Nature of the Request

Commissioner Hall mentioned to Staff and briefly at the Commission Retreat it was mentioned again that he would like to investigate the possibility of providing free wireless internet in downtown Shawnee as a way to assist downtown businesses and ostensibly to stimulate economic development that is needed in downtown. However, no official direction has been given to City Staff to research this subject.

Staff Analysis, Considerations:

Please see the initial information as provided by Stephen Nolen as presented at the Commission Retreat April 5, 2013.

Recommendation:

Staff's recommendation is NOT undertake this task at this time. Funding is limited this budget year due to lean budget projections in the General Fund and the third penny capital fund is lacking in funds due to debt service Commissioners approved in December 2011 and proposed budgeted debt service (301 fund). In addition, staff resources are stretched with only 3 Staff members in the City IT department.

However, should Commissioners desire to proceed with this task, Staff would respectfully request Commissioners allow 60 days to determine the size, scope, financial resources, ongoing maintenance and staffing, and report back to the Commission so they may dedicate the resources needed to complete the task satisfactorily.



Information Systems Department

Suite 233 / 16 W 9th St / Shawnee OK 74801

www.ShawneeOK.org

Shawnee Oklahoma Downtown Free WiFi Working Proposal

Written by Stephen W Nolen 04/2013 v1.00

Project Overview

This document discusses the basics of a potential City of Shawnee Downtown Open WiFi project including the questions that must be answered before any accurate projected project capital cost or continuing maintenance and operation cost can be validated. This document does make some assumptions in order to present a possible low end solution.

Contents

- Shawnee Oklahoma Downtown Free WiFi Working Proposal..... 1
- Project Overview..... 1
- Project Questions..... 2
- Document Assumptions..... 3
- Vendor options 3
- Security Requirements..... 4
- Build Out Assumptions..... 4
- Estimated Project Cost..... 5
 - Capital Cost 5
 - Maintenance and Support Cost 6
 - Project Deployment Cost 6
- Total Estimated Project Costs 6
- Closing Comments 6

Stephen W Nolen – Systems Administrator | **Barry Poe** – Network Technician | **Ryan Ayers** – Software Support Specialist

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Project Questions

Before definite cost can be established for this project, critical questions must first be asked and clarified. The following are basic questions with more technical and in-depth questions that will follow from any future vendors and/or based on the answers provided below.

Questions:

- 1) What is the desired outcome of the project:
 - a. Casual Internet access for visitors / citizens for those in the downtown area?
 - i. This is the simplest option which can be achieved with minimal investment
 - b. Business level access for downtown businesses and operations?
 - i. This solution will require a very robust wifi network as well as much higher speed gateways
 - c. Is the project to be self-sustainable through subscription options?
 - i. Is free the lowest tier with faster / longer access times higher tiers
 1. This information is needed to insure the selected solution handles billing, accounts, access control, etc.
- 2) What is the "Downtown" area desired
 - a. Is this downtown proper, a larger vision of downtown, or what?
 - i. Without a known coverage area true build out / maintenance cost estimates cannot be made
- 3) Is the project desired to be in-house build and supported or totally outsourced?
 - a. An in house build out will likely be achievable for casual access.
 - b. Business level access will have to be outsourced due to IT staffing levels at this time.
- 4) How are gateway connections to be provided?
 - a. Purchasing any bandwidth from the existing providers and then giving it away will likely have financial and political ramifications.

Stephen W Nolen – Systems Administrator | **Barry Poe** – Network Technician | **Ryan Ayers** – Software Support Specialist

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- b. At this point the system will be in direct competition with existing broadband providers.
 - c. How are these concerns going to be addressed?
- 5) Are there partnership options available with existing providers?
- a. This should be reviewed and discussed with local providers as there may be recurring cost reduction options here.

Document Assumptions

Without answers to the above questions, this document is based on the assumptions of:

- 1) Casual citizen/visitor access for a limited area of downtown consisting of blocks from Beard Ave to Philadelphia Ave and from Main St to 9th St for coverage of approximately eight (8) square blocks.
- 2) To a degree it should be possible to extend coverage block by block using an estimated per block cost from this project. However, that assumes gateway access points can be established at the needed locations if the build out continues.
- 3) The assumption is the City can purchase high speed broadband access (5-10mbs) at commercial rates at the following locations for gateway access:
 - a. City Hall Facility – 9th and Broadway Corner
 - b. Library Facility – Philadelphia and Main St Corner
- 4) From these gateway points access will be directed over the proposed coverage area though either mesh or direct backhaul point to points.
- 5) Future expansion from these locations could be effected through additional access points

Vendor options

There are several hardware equipment vendors that provide differing WiFi / Mesh build out solutions including Meraki, Tropos, Aruba and more. For this document the assumption is using the Meraki equipment as COS IT has used Meraki for Mobile Device Management (MDM) and is familiar with the vendor, management consoles, and equipment. Meraki is also used in other cities in Oklahoma from discussions with other IT directors.

For larger build outs there are other implementation options including those that design, engineer, deploy and support such solutions. One known company is AOS out of Kansas City, Kansas. They are

Stephen W Nolen – Systems Administrator | **Barry Poe** – Network Technician | **Ryan Ayers** – Software Support Specialist

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known for having deployed larger scale Municipal WiFi solutions. This vendor has not been contacted at this time but has been referred to by hardware vendors

Security Requirements

Regardless of the method of deployment or vendor or equipment selected, it MUST have security, centralized management, and the ability to report, trend, and analyze the traffic flow to insure the system is sustainable and operating at an effective level as this would be a public facing service. With that said, only solutions that provide such services are considered to be viable. Small consumer grade solutions are not considered viable.

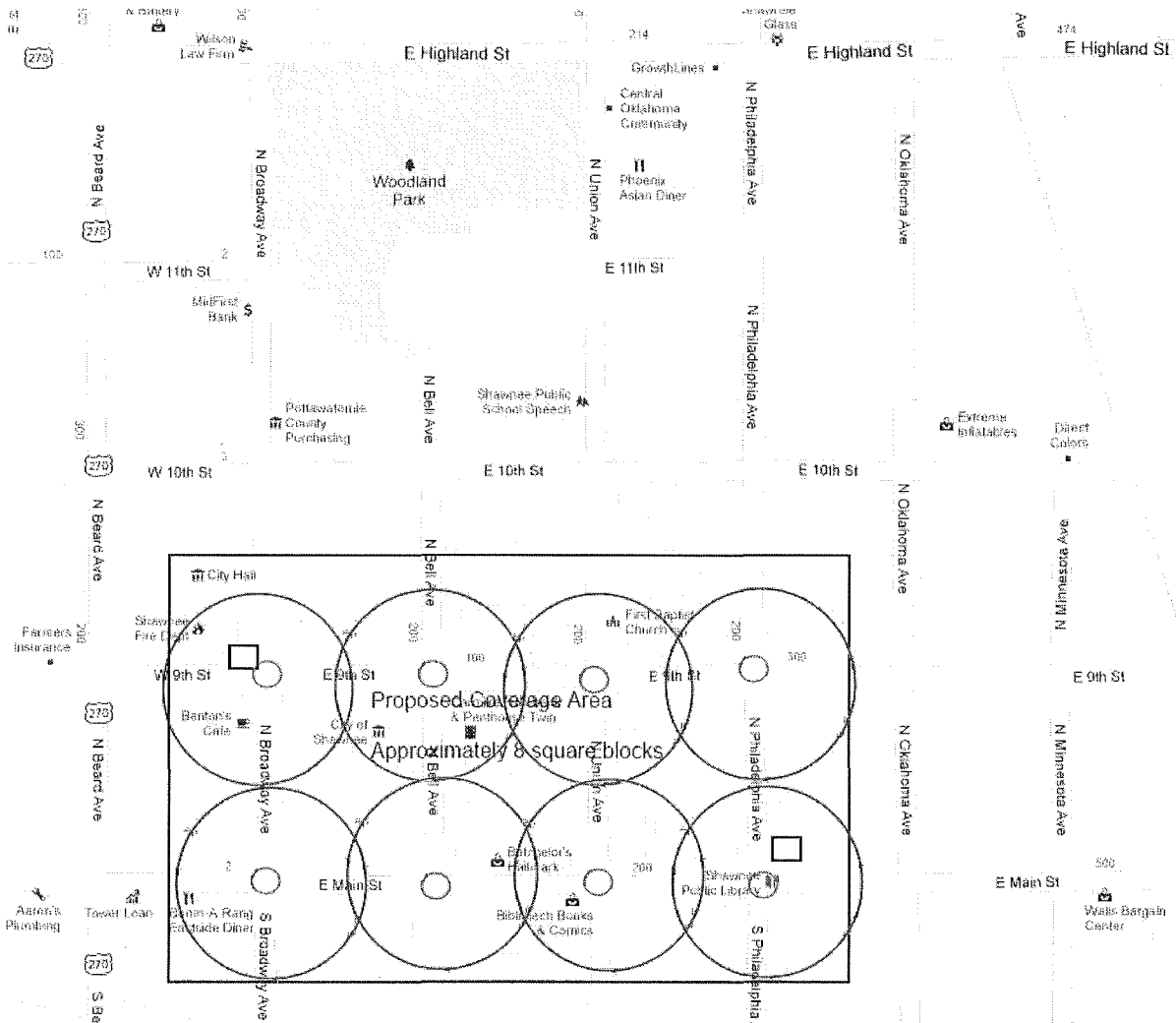
Build Out Assumptions

The following physical area is included in this document assumption as mentioned above. See the map below for reference. The large blue square denotes the estimated coverage area, the small blue squares are gateways, or connections to the Internet for the network. The red circles are estimated acceptable wifi coverage based on a downtown environment that includes tall buildings, and blocked direct line of sight unlike an open area such as a park where fewer access point would be needed. The small purple circles are proposed access points. Generally access points can provide access range within 150-250 ft thus the deployment scheme. Many times the limit for distance is not the access point equipment but the end user equipment which is more range limited.

The build out assumes the equipment needed to provide directional sector antennae to support the remote access points as well as a localized access point at the gateway locations. This includes two directional antennae nodes at City Hall and the Library in addition to the localized access point antennae.

Stephen W Nolen – Systems Administrator | **Barry Poe** – Network Technician | **Ryan Ayers** – Software Support Specialist

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Proposed Rough Deployment Area 1

Estimated Project Cost

As with any such project, there are initial capital cost and there are online maintenance, support, and recurring cost. The costs are broken down into the estimated categories.

Capital Cost

The initial Capital Cost includes the purchase of the equipment, estimated installation cost, and startup cost for each node and gateway. The equipment lifespan is expected to be at least five (5) years at this

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time. Again, this is based on current Meraki and Sonicwall pricing structure including the annual required maintenance fees.

Maintenance and Support Cost

The maintenance and support estimated cost include the recurring cost for broadband access, the required maintenance / support contracts for the equipment and gateway, the required annual support for the firewall / security system, and other associated either internal or external maintenance cost for the installation points. Again, these are estimated values based on current knowledge and information.

Project Deployment Cost

Additionally there is an initial cost of the actual physical deployment of the solution. This is an estimated based on prior knowledge of time required for deploying equipment but may or may not be extremely accurate at this time.

Total Estimated Project Costs

Based on the need to deploy twelve (12) access points including the required sector or Omni antennae (three units required at gateway location, 1 local, and one for each sector connection to the other devices), two Sonicwall firewalls at gateway locations, paying for the first year maintenance which is required, and assuming a reasonable installation process cost for contracting the physical install the estimated total for the small eight block area initial deployment is **\$65,919**. This is estimated capital deployment costs based on a configured deployable solution and rounds to approximately \$8,239 per rough block covered.

Estimated annual cost including the required commercial account medium speed Internet connection at the gateway locations, annual maintenance and support required for the equipment and centralized management, and estimated time allowances for either internal or contracted network / system support is approximately **\$33,338** per year which rounds to roughly \$4,167 per block per year.

Again, these values are based on a casual citizen / visitor access solution providing easy Internet access. It may or may not support business level access for multiple simultaneous high bandwidth users.

Closing Comments

In closing I would like to again comment that the questions listed above should be addressed first as these greatly affect the direction the project would take. Providing free local downtown WiFi for citizens and visitors can be a nice addition to downtown but it must be weighed against existing providers, cost, feasibility and true need.

Stephen W Nolen – Systems Administrator | **Barry Poe** – Network Technician | **Ryan Ayers** – Software Support Specialist

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Regular Board of Commissioners

12.

Meeting Date: 05/06/2013

Red Cedar Eradication

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action regarding research to determine the feasibility of Red Cedar eradication.

Attachments

Staff Report

Mayor
WES MAINORD



The City of Shawnee
Office of the Manager
P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1601 Fax (405) 878-1571
www.ShawneeOK.org

Commissioners
PAM STEPHENS
LINDA AGEE
JAMES HARROD
KEITH HALL
JOHN WINTERRINGER
STEVE SMITH

Date: April 30, 2013

To: Mayor and City Commissioners

From: Brian McDougal, City Manager
James Bryce, Operations Director
David Short, Fire Chief
John Krywicki, City Engineer
Steve Nelms, Interim Utility Director

RE: Red cedars

Commissioners:

Nature of the Request

Commissioner Agee mentioned in a Commissioner Comments portion of a previous Commission meeting that she was interested in investigating the possibility of addressing the Red cedar tree population around Shawnee Twin Lakes. Thereafter, Dr. Don Turton of the Oklahoma Water Resources Research Institute presented to Commissioners regarding the impact of Red cedars on stream flow. In addition the subject was briefly approached at the City Commission Retreat on April 5, 2013. However, no direction has been given to Staff to research the subject.

Staff Analysis, Considerations:

Staff needs to determine the size and scope of the area to be targeted, in an effort to determine our effectiveness in working toward an attainable goal. New equipment prices need to be examined for presentation to the Commission. Existing equipment needs to be assessed for its age and project worthiness. Any additional tools need to be identified to perform the task.

Staff resources need to be examined. The use of existing staff, county staff, prison labor and the number of staffing resources needed to determine achievable eradication goals as set by the Commission. Existing Staff resources need to also be examined to determine existing task loads

in the Street, Fire and Parks Departments to determine availability of Staff, minimizing overtime, and ensuring the safety of the employees.

Financial resources need to be identified. The properties selected need to be identified as either being within the boundaries of SMA or the City of Shawnee in an effort to determine how much will be paid for out of the SMA budget or the General Fund budget. Time is also needed to identify Pottawatomie County grants, State Grants or other funding sources.

Recommendation:

Staff's recommendation is to NOT undertake this task at this time. Funding is limited this budget year due to lean budget projections in the General Fund. The third penny capital fund is lacking in funds due to debt service Commissioners approved in December 2011 and proposed budgeted debt service (301 fund) for remodeling the pool and the placement of a new 800 MHz radio tower in the North part of the City. In addition, staff resources are stretched given a reduction in Staff dating back 30 years in each of the Fire, Street and Park departments.

However, should Commissioners desire to proceed with this task, Staff would respectfully request Commissioners allow 90 days to determine the size, scope, financial resources, ongoing maintenance and staffing, and report back to the Commission so they may dedicate the resources needed to complete the task satisfactorily. Commissioner Agee has put considerable time into research regarding funding equipment and contractors. We will consider these resources during our research. Further, if Commissioners should desire for this task to be undertaken, we would likely request that it be performed during the winter (non-growing) season.

Regular Board of Commissioners

13.

Meeting Date: 05/06/2013

Match funds for tree removal with Pott. County

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action regarding expenditure of \$2,500.00 from the 2012 Budget to match with \$2,500.00 of Pottawatomie County funding for the removal of Red Cedar trees on city property around Shawnee Lake.

Regular Board of Commissioners

14.

Meeting Date: 05/06/2013

CDBG SURA Action Plan

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action of approval of the CDBG FY 2014 One (1) Year Action Plan for fiscal year beginning July 1, 2013 through June 30, 2014.

Attachments

[sura cdbg](#)

**Consolidated One (1) Year Action Plan
Fiscal Year 2013-2014**

4th Year Action Plan

**to the
Five (5) Year Consolidated Plan FY 2010 – FY 2014**

**Submitted to
Deborah Parks, CPD Representative
Housing and Urban Development (HUD)
301 NW 6th Street, Suite 200
Oklahoma City, OK 73102-2220**

**Submitted by
The City of Shawnee
23 East 9th, Room 319
P.O. Box 1848
Shawnee, OK 74802-1848
MAY 10, 2013**



City of Shawnee, Urban Renewal Authority
Housing programs in compliance with Federal Fair Housing Laws



SF 424 – 4th Year 2013-2014

The SF 424 is part of the CPMP Annual Action Plan. SF 424 form fields are included in this document. Grantee information is linked from the 1CPMP.xls document of the CPMP tool.

SF 424 – 91.220

Complete the fillable fields (blue cells) in the table below. The other items are pre-filled with values from the Grantee Information Worksheet.

Date Submitted		Applicant Identifier		Type of Submission	
Date Received by state		State Identifier		Application	Pre-application
Date Received by HUD		Federal Identifier		<input type="checkbox"/> Construction	<input type="checkbox"/> Construction
				<input type="checkbox"/> Non Construction	<input type="checkbox"/> Non Construction
Applicant Information					
City of Shawnee			OK402718 SHAWNEE		
23 E 9th, Room 319			091602441		
Street Address Line 2			City of Shawnee, Oklahoma		
Shawnee		Oklahoma		Planning	
74801		Country U.S.A.		Division	
Employer Identification Number (EIN):			Pottawatomie County		
73-6005424			07/01/2013		
Applicant Type:			Specify Other Type if necessary:		
Local Government: City			Specify Other Type		
Program Funding			U.S. Department of Housing and Urban Development		
Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding					
Community Development Block Grant			14.218 Entitlement Grant		
CDBG Project Titles Program Administration, Owner-Occupied Housing Rehabilitation, Demolition, Acquisition and Rehabilitation			Description of Areas Affected by CDBG Project(s) City of Shawnee Limits		
\$CDBG Grant Amount \$ 300,781		\$Additional HUD Grant(s) Leveraged		Describe	
\$Additional Federal Funds Leveraged			\$Additional State Funds Leveraged		
\$Locally Leveraged Funds			\$Grantee Funds Leveraged		
\$Anticipated Program Income \$ 50,000			Other (Describe)		
Total Funds Leveraged for CDBG-based Project(s) \$ 350,781					
Home Investment Partnerships Program			14.239 HOME		
HOME Project Titles CDBG Project Titles			Description of Areas Affected by HOME Project(s)		
\$HOME Grant Amount		\$Additional HUD Grant(s) Leveraged		Describe	
\$Additional Federal Funds Leveraged			\$Additional State Funds Leveraged		

CITY OF SHAWNEE

\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOME-based Project(s)			
Housing Opportunities for People with AIDS		14.241 HOPWA	
HOPWA Project Titles		Description of Areas Affected by HOPWA Project(s)	
\$HOPWA Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOPWA-based Project(s)			
Emergency Shelter Grants Program		14.231 ESG	
ESG Project Titles		Description of Areas Affected by ESG Project(s)	
\$ESG Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for ESG-based Project(s)			
Congressional Districts of:		Is application subject to review by state Executive Order 12372 Process?	
Applicant Districts 3	Project Districts 3		
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.		<input type="checkbox"/> Yes	This application was made available to the state EO 12372 process for review on DATE
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> No	Program is not covered by EO 12372
		<input type="checkbox"/> N/A	Program has not been selected by the state for review

Person to be contacted regarding this application		
Mike Wolf, Program Manager; 405.878.1543; mwolf@shawneeok.org		
Carla	Y	Clemons
Planning Assistant	405.878.1542	405.878.1732
cclemons@shawneeok.org	www.shawneeok.org	Other Contact
Signature of Authorized Representative		Date Signed
MAYOR		MAY 6, 2013



FY 2013–FY 2014 4th Year Annual Action Plan

The CPMP Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations.

Narrative Responses

ACTION PLAN

Annual Action Plan includes the [SF 424](#) and is due every year no less than 45 days prior to the start of the grantee's program year start date. HUD does not accept plans between August 15 and November 15.

Executive Summary

1. The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.

Program Year 4 Action Plan Executive Summary:

§91.220

The City anticipates receiving **\$300,781** CDBG funds, with a projected **\$50,000** in program income, for FY 2013-2014 for an overall projected budget of **\$350,781** (with program income). This is the City's 4th year Action Plan of a 5-year Strategic Plan that identifies activities we will undertake in FY 2013 – FY 2014 to address priority needs in the community. The Plan describes the resources available, the programs and projects to be funded and the proposed accomplishments for FY 2013 – FY 2014.

Programs and activities described in this plan are intended to primarily benefit low-income and moderate-income residents of the City of Shawnee, neighborhoods with high concentrations of low-income and moderate-income residents, and the city as a whole.

The proposed activities include general administration, housing program activities, public improvements and public and human service programs. The Action Plan outlines other housing and community development actions to be taken in accordance with the Strategic Plan. These include removal of barriers to affordable housing development, the reduction of lead-based paint hazards, and addressing of underserved needs.

Summary of Objectives:

The objective for 2013-2014 is to provide safe, decent, affordable housing for low and moderate-income families. The 2013-2014 program is designed to rehabilitate

owner-occupied structures to meet housing quality standards, conduct home repair projects for system replacements, provide emergency assistance and demolishing blighted structures.

Summary of Outcomes:

Outcomes for the 2013-2014 program year will include the completion of twelve (12) projects. Projected to perform three (3) home repairs and nine (9) emergency assistance projects this fiscal year.

Evaluation of Past Performance

During FY 2012-2013, the City assisted twelve (12) low to moderate-income families. The following projects were performed:

- Six (6) emergency assistance projects
- Three (3) home repair projects
- Two (2) owner-occupied rehabilitation projects
- One (1) demolition performed

General Questions

2. Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.
3. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.
4. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.
4. Identify the federal, state, and local resources expected to be made available to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

Program Year 4 Action Plan General Questions response:

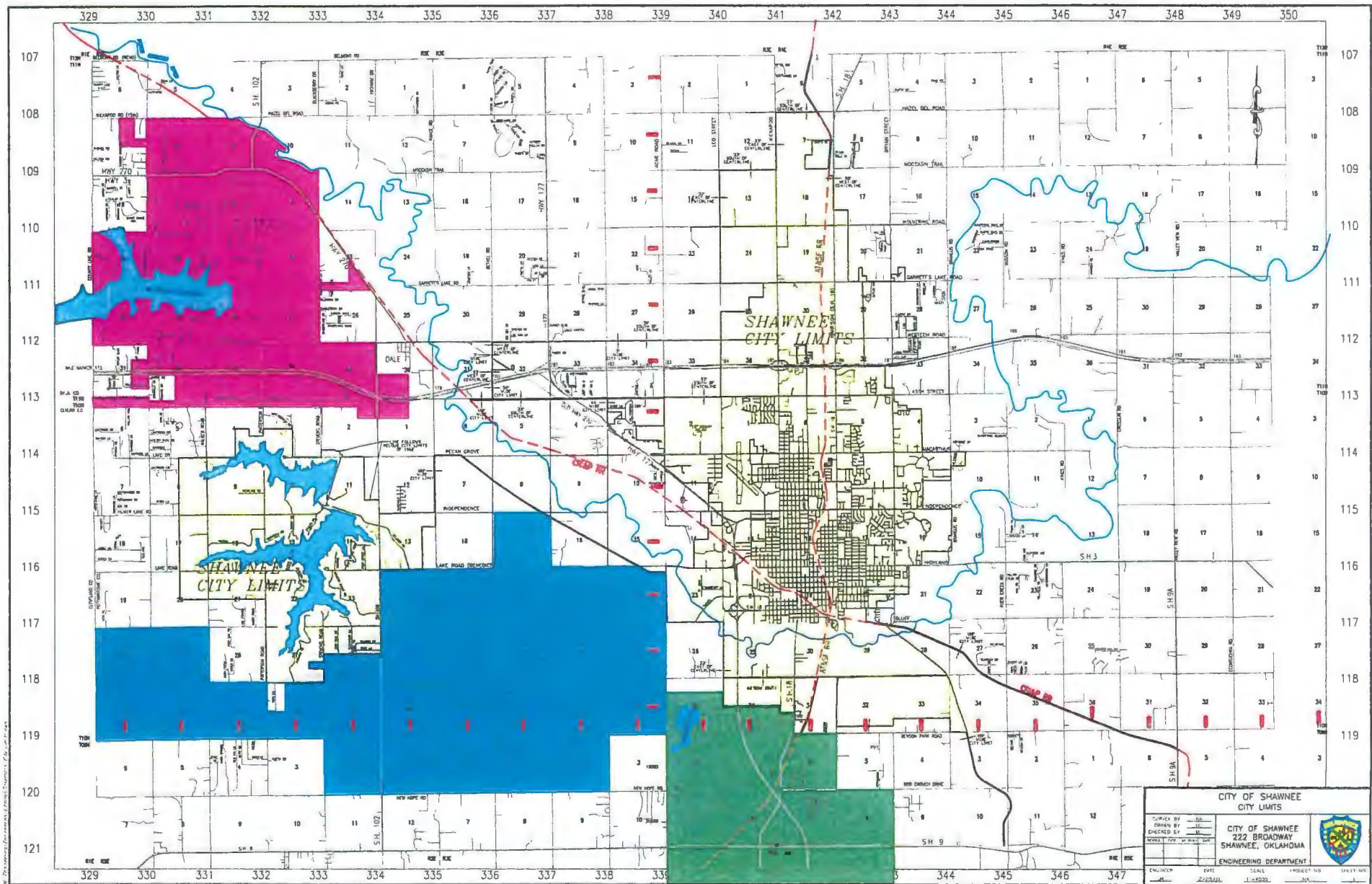
Geographic Distribution/Allocation Priorities

Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.

Describe the reasons for the allocation priorities, the rationale for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) during the next year, and identify any obstacles to addressing underserved needs.

Shawnee city limits are delineated on **Map 1**. Most of the developed portions of the City are contained in Census Tracts 5002, 5003.01, 5003.02, 5004, 5005, 5006, 5007 and 5008 Please see **Map 2**. Concentrations of low income and minority families are identified on **Map 3** and **Map 4**. As shown, the highest concentrations of low income and minority families are in Census Tracts 5002, 5003.01 and 5003.02.

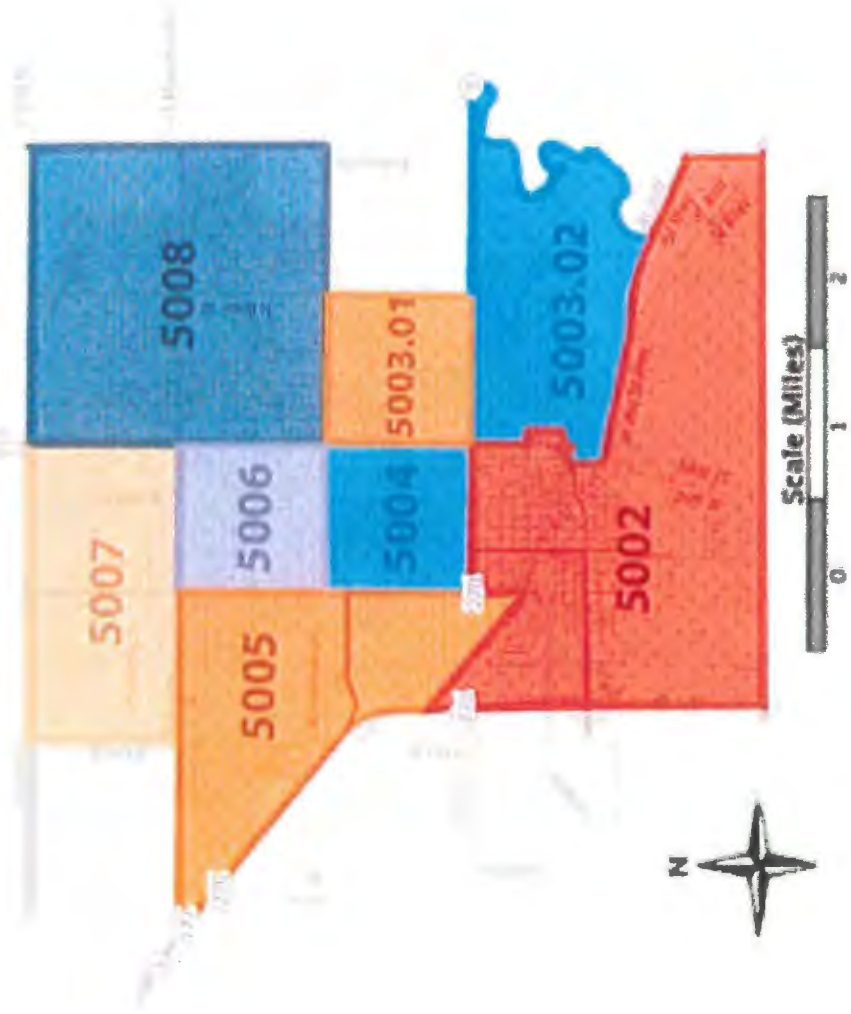
While most assistance is provided in the areas of most need, the city of Shawnee has expanded its target area to include the entire City. This allows the City flexibility to provide assistance to low income and minority populations outside areas of concentration. It also provides the possibility of providing assistance so that families could move out of areas of low income and minority concentrations. The only proposed program that will be specifically targeted to a geographic area is the demolition program, which will only serve that part of the City south of Wallace Street. This includes the southern half of Census Tracts 5004 and 5003.01, the southern tip of 5005 and all of Tracts 5002 and 5003.02. Until more resources and funds for assistance programs are available, many of the needs of lower income households will continue to be underserved.



CITY OF SHAWNEE CITY LIMITS			
DESIGNED BY	DATE	CITY OF SHAWNEE 222 BROADWAY SHAWNEE, OKLAHOMA ENGINEERING DEPARTMENT	
DRAWN BY	SCALE		
CHECKED BY	PROJECT NO.		
ENGINEER	DATE	SCALE	PROJECT NO.

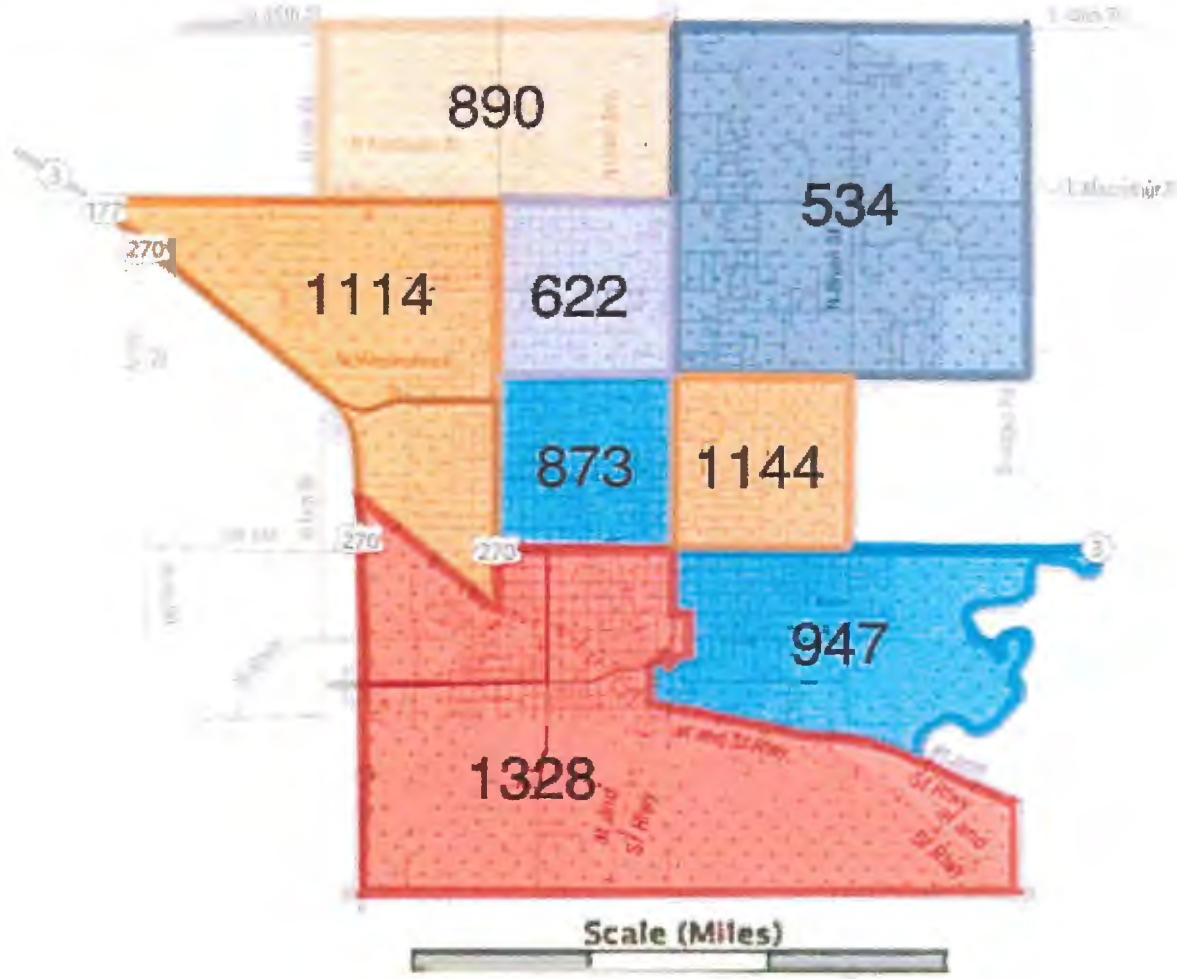
© 2010 Shawnee Engineering Department, City of Shawnee

MAP 2 SHAWNEE CENSUS TRACTS

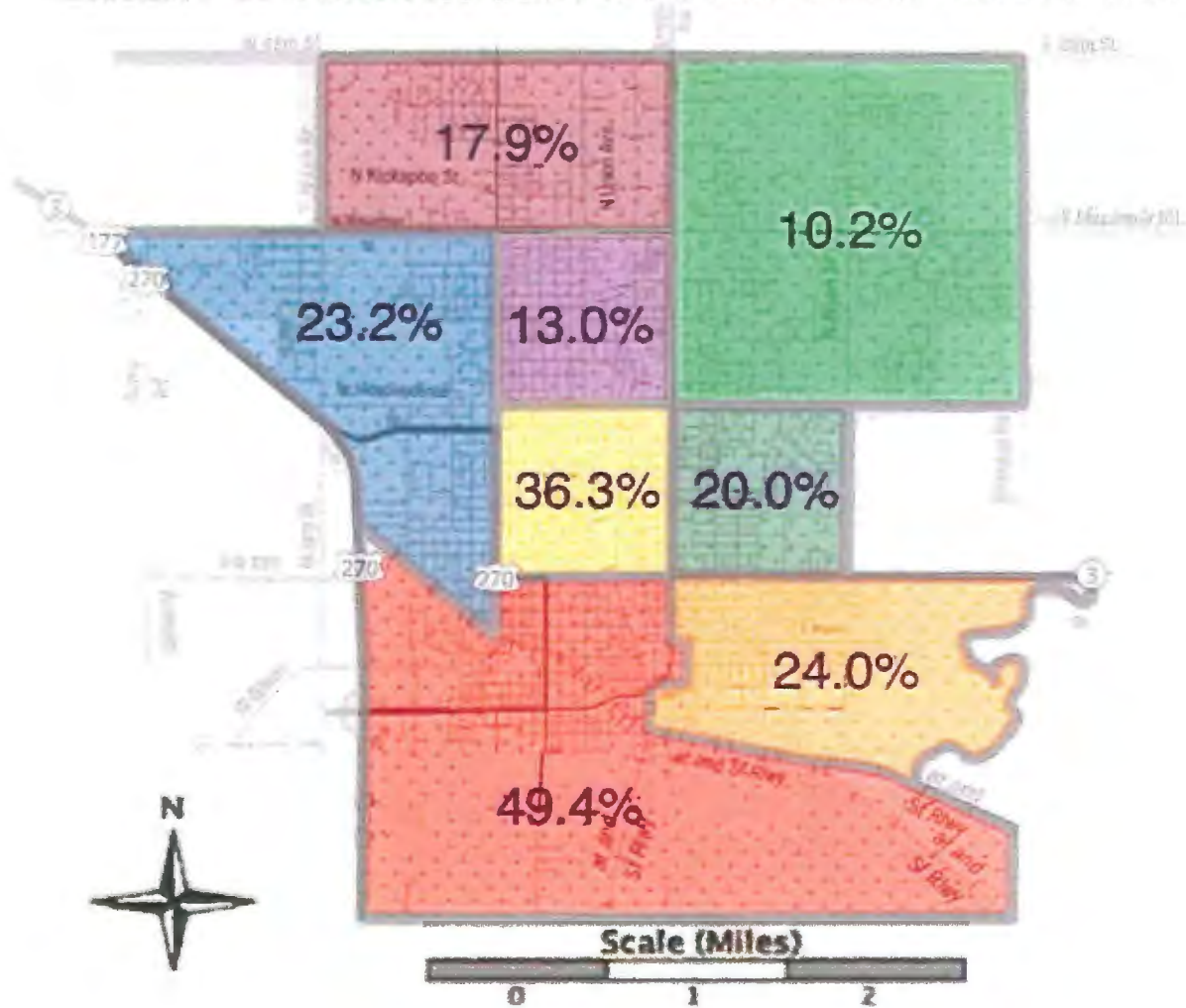


Source Data: American Community Survey Census 2010

MAP 3 NUMBER OF MINORITY PERSONS BY CENSUS TRACT: 2010



MAP 4 PERCENT OF PERSONS BELOW POVERTY FOR CENSUS TRACTS



Source Data: American Community Survey Census 2010

Other Actions

Describe the actions that will take place during the next year to address obstacles to meeting underserved needs, foster and maintain affordable housing, evaluate and reduce the number of housing units containing lead-based paint hazards, reduce the number of poverty-level families develop institutional structure, enhance coordination between public and private agencies (see 91.215(a), (b), (i), (j), (k), and (l)).

Describe the actions to coordinate its housing strategy with local and regional transportation planning strategies to ensure to the extent practicable that residents of affordable housing have access to public transportation.

Underserved Needs describe many people in Shawnee having special needs (other than homeless) that require supportive housing to allow them to remain in their homes or in the communities in which they reside. Included in this group of people who need supportive housing are the elderly, the frail elderly, persons with alcohol or other drug addiction and persons diagnosed with AIDS and related diseases.

Underserved needs are being addressed with the assistance of CDBG funding, community based service organizations and funding sources. Organizations through the Continuum are working together to coordinate services to provide for underserved needs.

Efforts to provide and maintain more affordable housing are being addressed by the City through improvements in subdivision regulations and building codes. The Urban Renewal Authority is providing affordable housing through the use of CDBG funds to rehabilitate and reconstruct affordable housing.

Resources

Identify the federal, state, and local resources (including program income) the jurisdiction expects to receive to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

Explain how federal funds will leverage resources from private and non-federal public sources.

The City anticipates receiving **\$300,781** CDBG funds, with a projected \$50,000 in program income, for FY 2013-2014 for an overall projected budget of **\$350,781** (with program income). This is the City's 4th year Action Plan of a 5-year Strategic Plan that identifies activities we will undertake in FY 2013 – FY 2014 to address priority needs in the community. The Action Plan describes the resources available, the programs and projects to be funded and the proposed accomplishments for FY 2013- FY 2014.

Programs and activities described in this plan are intended to primarily benefit low-income and moderate-income residents of the City of Shawnee, neighborhoods with high concentrations of low-income and moderate-income resident, and the city as a whole.

The proposed activities include general administration, housing program activities, public improvements and public and human service programs. The Action Plan outlines other housing and community development actions to be taken in accordance with the Strategic Plan. These include removal of barriers to affordable housing development, the reduction of lead-based paint hazards, and addressing of underserved needs.

These funds will be used to further affordable housing through the CDBG program. There are no matching requirements of the HUD CDBG Programs administered by the City.

PROGRAM SPECIFIC REQUIREMENTS

CDBG

1. Identify program income expected to be received during the program year, including: amount expected to be generated by and deposited to revolving loan funds; total amount expected to be received from each new float-funded activity included in this plan; and amount expected to be received during the current program year from a float-funded activity described in a prior statement or plan.
2. Program income received in the preceding program year that has not been included in a statement or plan.
3. Proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in its strategic plan.
4. Surplus funds from any urban renewal settlement for community development and housing activities.
5. Any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.
6. Income from float-funded activities.
7. Urgent need activities, only if the jurisdiction certifies.

****Estimated amount of CDBG funds that will be used for activities that benefit persons of low- and moderate income.****

Revenues:

CDBG funds expected to be available during the program year are:

- | | |
|---------------------------|------------------|
| a. CDBG Entitlement Grant | \$300,781 |
| b. Program Income | <u>\$ 50,000</u> |

Total \$350,781

Expenditures:

Administration and Planning **\$ 37,101**

[570.205 & 570.206]

Program administration costs include staff and related costs required for overall program management, coordination, monitoring, reporting and evaluation. Other

activities include, rent and maintenance of office space to house staff, citizens participation costs, development and submission of application for Federal programs, and other eligible costs to further safe, decent and affordable housing.

**Housing Rehabilitation \$313,680
[570.202(a)(1) & 570.201(a)]**

CDBG funds to be used for the rehabilitation of approximately nine (9) emergency assistance and three (3) home repair owner occupied projects and project delivery costs.

Total funds outlined above \$350,781

Managing the Process

8. Identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.
9. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.
10. Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.

Program Year 4 Action Plan Managing the Process response:

The Lead Agency is the City of Shawnee with the Shawnee Urban Renewal Authority overseeing the development of the Action Plan and administering the CDBG Program.

The Urban Renewal Authority is responsible for insuring all community entities involved with providing housing of all types and purposes were consulted to obtain their needs, views and suggestions.

Consultation with housing, social service agencies and other entities was conducted by personal interviews, telephone, letters, meetings and other means when needed. The information gained was analyzed to determine how services were provided and the local networks that are being used to augment and coordinate services and facilities.

The following entities and data sources were consulted during the development of the 4th Year Annual Action Plan:

- ✓ Shawnee Housing Authority
- ✓ Central Oklahoma Economic Development District (COEDD)
- ✓ City of Shawnee Community Development Department
- ✓ Salvation Army
- ✓ Continuum of Care, Oklahoma Balance of State, East Region
- ✓ Continuum of Care, Lead Agency, El Reno
- ✓ Project SAFE
- ✓ Central Oklahoma Community Action Agency (COCAA)
- ✓ Shawnee Rescue Mission
- ✓ Family Promise

- ✓ Family Resources Center
- ✓ Youth and Family Resource Center
- ✓ Sac & Fox Nation
- ✓ Citizen Potawatomi Nation
- ✓ South Central Housing
- ✓ United Way
- ✓ Red Rock
- ✓ Angel Acres
- ✓ Dana's Garden

Citizen Participation

1. Provide a summary of the citizen participation process.
2. Provide a summary of citizen comments or views on the plan.
3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.
4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.

*Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.

Program Year 4 Action Plan Citizen Participation response:

CITIZEN PARTICIPATION

The City of Shawnee's Citizen Participation Plan (CPP) details a process by which citizens and local governments are involved in the development of the Consolidated Plan and subsequent Annual Action Plans. **A copy of the updated adopted CPP is included.**

Shawnee's citizen participation process is designed to encourage citizens, interested parties and public and private agencies opportunity for reasonable and timely access to information and records relating to the Action Plan. An Agenda and Notice and the Notice of Public Hearing was published in the legal section of the local newspaper on March 3rd and March 17th, 2013 that the hearing was to be held for citizen's review and comment on April 2, 2013 at City Hall located in the City Commissioner Chambers at 10:00 a.m.

The City provides written response to every written or verbal complaint within 15 working days, where practical. No comments written or verbal were received from any citizens of Shawnee.

Participation of all citizens of Shawnee is encouraged. Special attention is provided to minorities, non-English speaking persons with mobility and visual and hearing impairments. Upon request the City provides accommodations for citizens with special needs who wish to attend public meetings. In addition to provisions to accommodate citizens with special needs, the City posts virtually all notices in areas of low income and minority concentrations (places likely to be visited by low income families, minorities and people with special needs).

The City reserves the right to make non-substantive changes to the Action Plan without opening the Plan for public comment. Changes to the Plan which will require a public comment period include a change which adds or deletes a priority, proposal of an activity that is not consistent with an existing strategy, or deletion of an activity that was previously included.

A **"DRAFT"** for the FY 2013-2014 4th Annual Action Plan was made available to the public at the Shawnee Urban Renewal Authority Office, 23 E. 9th, Room 319, Shawnee, OK, and at the Public Hearing. The Public Hearing requested the views of Citizens, Public Agencies and other interested parties. A public hearing was held on Tuesday, April 2, 2013. An Agenda and Notice and the Notice of Public Hearing was published in the legal section of the local newspaper on March 3rd and March 17th, 2013 that the hearing was to be held for citizen's review and comment on April 2, 2013 at City Hall located in the City Commissioner Chambers at 10:00 a.m. requesting any comments or views to be taken into consideration for inclusion in the 4th Year Action Plan to the Five Year Consolidated Plan FY 2010-2014. Several agencies were contacted by mail on February 18, 2013 for their input in the Action Plan, with follow up telephone calls for current available information. An extended invitation to the Public Hearing April 2, 2013 was also given to the agencies.

Consideration of the views of citizens, public agencies and other interested parties were solicited. No written or verbal comments were received.

The **"FINAL"** FY 2013-2014 4th Annual Action Plan was approved by the Shawnee City Commissions regularly scheduled meeting of May 6, 2013 and submitted to the Housing and Urban Development Local Field Office on May 10, 2013.

Institutional Structure

1. Describe actions that will take place during the next year to develop institutional structure.

Program Year 4 Action Plan Institutional Structure response:

The City has been successful in establishing working relationships with area banks and other areas of private enterprise. Several public agencies have been developed as true partners. This trend is expected to continue development.

Monitoring

1. Describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.

Program Year 4 Action Plan Monitoring response:

The Shawnee Urban Renewal Authority and City Community Development Department closely monitor development projects. The City conforms to City, HUD and other State and Federal program requirements through the administrative staff of both the City and the Urban Renewal Authority. The Shawnee Urban Renewal Authority Board, the City Commission and the Planning Boards all review and provide

direction to their respective staffs. The Urban Renewal Authority and Community Development Department are well-established entities in local government and are expected to continue their current roles into the foreseeable future. The permanence of these entities assures that community development projects and compliance with program requirements and comprehensive planning requirements are well performed, monitored and comply with funding agency requirements.

Lead-based Paint

1. Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.

Program Year 4 Action Plan Lead-based Paint response:

EVALUATE AND REDUCE LEAD-BASED PAINT HAZARDS

The City is in compliance with HUD Title X, regulations regarding paint poisoning, notification that the property may contain lead-based paint and the advisability of blood lead level screening for children under seven years of age. Homes having lead base paint hazards are treated in compliance with HUD's lead paint regulations.

Measures to reduce the number of poverty level families includes enhanced training and education opportunities and expansion of business and industry and jobs for every citizen, especially very low and low-income persons.

The Urban Renewal Authority, the City administration, Public Housing Authority and the Continuum provide forums for coordination and integration of programs to serve the low-income and underserved families of Shawnee.

HOUSING

Specific Housing Objectives

*Please also refer to the Housing Needs Table in the Needs.xls workbook.

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Program Year 4 Action Plan Specific Objectives response:

Annual Objectives

****If not using the CPMP Tool:*** Complete and submit Table 3A.

****If using the CPMP Tool:*** Complete and submit the Summary of Specific Annual Objectives Worksheets or Summaries.xls

Goals and objectives to be carried out during the action plan period are indicated by placing a check in the following boxes.

<input type="checkbox"/>	Objective Category Decent Housing Which includes:	<input type="checkbox"/>	Objective Category: Expanded Economic Opportunities Which includes:	<input type="checkbox"/>	Objective Category: Expanded Economic Opportunities Which includes:
<input type="checkbox"/>	assisting homeless persons obtain affordable housing	X	improving the safety and livability of neighborhoods	<input type="checkbox"/>	job creation and retention
<input type="checkbox"/>	assisting persons at risk of becoming homeless	X	eliminating blighting influences and the deterioration of property and facilities	<input type="checkbox"/>	establishment, stabilization and expansion of small business (including micro-businesses)
X	retaining the affordable housing stock	<input type="checkbox"/>	increasing the access to quality public and private facilities	<input type="checkbox"/>	the provision of public services concerned with employment
X	increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability	<input type="checkbox"/>	reducing the isolation of income groups within areas through spatial de-concentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods	<input type="checkbox"/>	the provision of jobs to low-income persons living in areas affected by those programs and activities under programs covered by the plan
<input type="checkbox"/>	increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence	<input type="checkbox"/>	restoring and preserving properties of special historic, architectural, or aesthetic value	<input type="checkbox"/>	availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices
X	providing affordable housing that is accessible to job opportunities	<input type="checkbox"/>	conserving energy resources and use of renewable energy sources	<input type="checkbox"/>	access to capital and credit for development activities that promote the long-term economic social viability of the community

Provide a summary of specific objectives that will be addressed during the program year.

The objective for the FY 2013-2014 program year is to perform owner-occupied rehabilitation to bring structures to housing quality standards, home repair projects for system replacements, emergency assistance and demolition for the elimination of blighted structures. The objective is to provide safe, decent, affordable housing for low to moderate-income families.

Description of Activities

**If not using the CPMP Tool: Complete and submit Table 3C*

**If using the CPMP Tool: Complete and submit the Projects Worksheets and the Summaries Table.*

Provide a summary of the eligible programs or activities that will take place during the program year to address the priority needs and specific objectives identified in the strategic plan.

Describe the outcome measures for activities in accordance with Federal Register Notice dated March 7, 2006, i.e., general objective category (decent housing, suitable living environment, economic opportunity) and general outcome category (availability/accessibility, affordability, sustainability).

The proposed activities include general administration, housing program activities, public improvements and public and human service programs. The Action Plan outlines other housing and community development actions to be taken in accordance with the Strategic Plan. These include removal of barriers to affordable housing development, the reduction of lead-based paint hazards, and addressing of underserved needs.

Housing assistance needs of low and moderate-income households indicates the majority of the housing problems identified by most household categories can be traced to affordability problems. For example, approximately 17% percent of the elderly households indicate a housing problem and nearly all of the problems relate to affordability issues. Fifty-eight percent of extremely low-income owner occupied households (at or below 30 percent of median income) have some sort of housing problems. Thirty-three percent of low-income owner occupied households (at or below 50 percent of median income) have some sort of housing problems).

SUMMARY OF OUTCOMES

The Outcome for the 2013-2014 program year will be to perform Twelve (12) projects. Three (3) home repairs and nine (9) emergency assistance projects.

Needs of Public Housing

1. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.
2. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

Program Year 4 Action Plan Public Housing Strategy response:

Public housing in Shawnee is composed of housing of differing ages and construction. The need for modernization and repairs is considerable. Capital and modernization needs over the next five years are estimated to be over 3.5 million dollars as shown below:

PUBLIC HOUSING CAPITAL & MODERNIZATION NEEDS FOR NEXT 5 YEARS

	0 & 1 Bedroom	2 Bedroom	3+ Bedroom	Total
Occupied Units	235	81	124	440
Vacant Units	3	0	0	2
Total Units	237	81	124	442
Rehab Needs	\$2,257,636	\$525,227	789,899	\$3,572,762

Resources of the Shawnee Housing Authority are unable to meet the overwhelming low and moderate income housing needs for Shawnee. The Authority has 306 applicants on the public housing waiting list. Of the families on the waiting list 6 are elderly and 54 applicants are disabled. Waiting time for senior housing is between 8 and 10 weeks. The Housing Authority has four units for hearing and visually disabled persons, and thirty wheel chair accessible units.

The Authority also administers a Section 8/Housing Choice Voucher program. The Authority administers 497 vouchers. The Section 8/Housing Choice Voucher program has 559 applicants on the waiting list.

Management and Operations

The Housing Authority of the City of Shawnee, a HUD recognized High Performing Housing Authority, is proactively facing the financial challenges presented to them. For several years HUD has proposed changes to programs that are encouraging Housing Authorities to become more entrepreneurial and less dependent upon subsidies. In an effort to meet these challenges and take advantage of the changes, the Housing Authority of the City of Shawnee has marketed staff's services to entities serving Central Oklahoma. It has resulted in management agreements with three local Housing Authorities, Prague, Stroud, and Tecumseh and a services agreement with a local housing non-profit, D.E.C.O. Portfolio's of the entities follows:

Agency	#of Public Housing Units	# of Housing Choice Vouchers	# of Tax Credit Units	# of Market Rate Units	Total Units/ Vouchers
Shawnee Housing Authority	442	497	0	0	939
Prague housing Authority	40	0	0	0	40
Stroud Housing Authority	44	0	0	0	44
Tecumseh Housing Authority	63	31	0	2	96
D.E.C.O. (non-profit)	0	0	185	0	185
	589	528	185	2	1304

All five agencies have benefitted from the pooled resources and more efficient provision and operation of housing.

Revitalization and Restoration

In 2008, HUD required public housing to go from a centralized management model to a project based concept. Management of the facilities, buildings and units were assigned to one of two AMP's and a Central Office Cost Center was created. Under this management model, the Shawnee Housing Authority continues to maintain its public housing units in a decent, safe and sanitary condition. This is accomplished through the use of funding from operations and the Capital Fund Program (CFP). Funding is received for both AMP's under the CFP. At the Shawnee Housing Authority modernization work continues to be a priority throughout the developments.

Each year a thorough needs assessment is conducted of the public housing developments. Residents, administrative staff and the maintenance department are given an opportunity to provide input on the capital improvement needs. After the collection of all the needs, they are prioritized with health and safety issues having the highest priority and other needs following below. Highest priority items are then funded until funds are fully obligated. The remaining items are incorporated into the five year plan for future year's funding. Funding for the fiscal year 2012 Capital Fund Program (CFP) is \$519,475.00.

AMP 10 will have approximately \$99,049 expended from the 2012 CFP budget for items such roof replacements, funds for general operations of AMP 10, CFP Management/Administration fee, and A&E for roof replacement.

Over \$420,426 will be set aside for AMP 20. Included in the budget are funds for general operations of the AMP, CFP Management fee – Administration fee, maintenance equipment for the AMP. Plans also include the replacement of two elevators in the AMP which will also have A&E services.

Included in both AMP's totals include management improvements such as costs associated with resident initiative programs, and a contract with the City of Shawnee for Additional Security and Police Services that ensure safe housing free from drugs and crime.

Barriers to Affordable Housing

1. Describe the actions that will take place during the next year to remove barriers to affordable housing.

Program Year 4 Action Plan Barriers to Affordable Housing response:

Development policies of the City of Shawnee are designed to protect the health, safety and welfare of its citizens. The City is continually reviewing its regulations to address changing conditions and barriers to affordable housing. The City does not provide assistance to builders that build affordable housing. Low-income housing projects do not receive special tax breaks.

However, according to the City Community Development Department, costs for developing land is considerably less in Shawnee than many of the other suburban communities in the Oklahoma metropolitan area and inspection and permit fees are waived for community development housing projects.

The rehabilitation assistance program is directed toward providing a safe living environment in affordable housing. However, given that approximately 2,000 housing units in Shawnee have problems, the direct impact of the annual rehabilitation of about twelve (12) houses is small. However, housing rehabilitation tends to encourage other properties in the neighborhood to make improvements, as they are able.

The City comprehensive Plan adopted in 2005 proposes residential design changes that are designed to reduce costs of development. These proposals include narrowing street width requirements in local neighborhoods and reducing lot size requirements. These changes will reduce amount of paved street, water, sewer, electric, natural gas and other capital improvements and services required for each

house. The International Building Codes will be adopted by the City by mid-year allow reduced requirements for remodeling of houses while still protecting the safety, health and welfare of residents.

HOME/ American Dream Down payment Initiative (ADDI)

1. Describe other forms of investment not described in § 92.205(b).
2. If the participating jurisdiction (PJ) will use HOME or ADDI funds for homebuyers, it must state the guidelines for resale or recapture, as required in § 92.254 of the HOME rule.
3. If the PJ will use HOME funds to refinance existing debt secured by multifamily housing that is that is being rehabilitated with HOME funds, it must state its refinancing guidelines required under § 92.206(b). The guidelines shall describe the conditions under which the PJ will refinance existing debt. At a minimum these guidelines must:
 - a. Demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
 - b. Require a review of management practices to demonstrate that disinvestments in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
 - c. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
 - d. Specify the required period of affordability, whether it is the minimum 15 years or longer.
 - e. Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a Federally designated Empowerment Zone or Enterprise Community.
 - f. State that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.
4. If the PJ is going to receive American Dream Down payment Initiative (ADDI) funds, please complete the following narratives:
 - a. Describe the planned use of the ADDI funds.
 - b. Describe the PJ's plan for conducting targeted outreach to residents and tenants of public housing and manufactured housing and to other families assisted by public housing agencies, for the purposes of ensuring that the ADDI funds are used to provide down payment assistance for such residents, tenants, and families.
 - c. Describe the actions to be taken to ensure the suitability of families receiving ADDI funds to undertake and maintain homeownership, such as provision of housing counseling to homebuyers.

Program Year 4 Action Plan HOME/ADDI response:

The American Dream Down Payment Initiative (ADDI) funding is no longer available in the State of Oklahoma to apply for through the Oklahoma Housing Finance Agency

(OHFA). The City, Urban Renewal Authority has not applied for ADDI funds since 2005.

HOMELESS

Specific Homeless Prevention Elements

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

1. Sources of Funds—Identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento Homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly-owned land or property. Please describe, briefly, the jurisdiction's plan for the investment and use of funds directed toward homelessness.
2. Homelessness—In a narrative, describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.
3. Chronic homelessness—The jurisdiction must describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2013. Again, please identify barriers to achieving this.
4. Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.
5. Discharge Coordination Policy—Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

Program Year 4 Action Plan Special Needs response:

CONTINUUM OF CARE (CoC)

Continuum of Care is funded under Oklahoma Balance of State, East Region by HUD. The funded organization is Youth and Family Services located in El Reno, Oklahoma. Local transitional housing cases are referred to the El Reno office and case management is currently conducted locally by COCAA. The program provides first month's rent, case management and long-term assistance programs. The Continuum meets the second Tuesday of each month on the Oklahoma Baptist University Campus. Participants in the Continuum of Care include, but are not limited to, the following:

COCAA (Shawnee, Seminole, Prague, Guthrie)
Family Promise of Shawnee
Shawnee Rescue Mission

Salvation Army
Family Resource Center (Seminole, OK)
Shawnee Urban Renewal Authority (Shawnee, OK)
Youth and Family Resource Center (Shawnee, OK)
Oklahoma Baptist University
Maranatha Outreach Center (Stroud, OK)
Project SAFE (Shawnee, OK)
Creoks Behavioral Health Services (Okemah, OK)
Shawnee Public Schools (Shawnee, OK)
United Way of Pottawatomie County Success By 6 (Shawnee, OK)
The Chosen House (Chandler, OK)

Additional community service entities are actively encouraged to participate in the Continuum. Areas included in the Point in Time (PIT) count include Pottawatomie County, Logan County, Seminole County and Lincoln County. The following numbers include the Shawnee area only:

Family Promise served twenty-five (25) families. Forty-five (45) individuals were children, with 30% under the age of 5 years. An additional 524 individuals were served by providing case management only and referrals. The Salvation Army had six hundred twenty-six (626) homeless individuals and thirteen (13) families. Four hundred thirty-three (433) of the homeless were male and one hundred ninety-three (193) were female. Project SAFE assisted 1,015 individuals. Youth and Family Resource Center sheltered over six hundred (600) children in Hope House who are under the age of eighteen years of age. Supported Living served twenty-six (26) clients. Shawnee Rescue Mission provides weekly food, clothing and counseling to 400 to 500 impoverished and homeless individuals and families. The United Way of Pottawatomie County plays a large part by assisting in the operations of their shelters. United Way of Pottawatomie County raised \$564,973 during their 2012-2013 campaign. Twenty (20) local partner agencies benefit from the United Way funding.

Staff from CDBG became a member of the CoC East Region in 2010. While no CDBG funds are being used to directly address the needs of homeless persons, the City continues to partner with Family Promise on homeless needs. The city purchased and rehabilitated three, transitional housing structures for the homeless, two single-family houses and one duplex. One of the structures has been made accessible for the handicapped. One of the properties is leased to and operated by Family Promise. Family Promise accepts referrals for occupancy from the community.

SALVATION ARMY

Salvation Army has handicapped accessible shelter facilities for homeless persons. It has 20 beds for men and 10 beds for women. Women and men dorms are separate. Facilities and services include a transitional housing program, soup kitchen, clothing provisions, parenting classes, job searching classes, problem solving classes, medical clinic (no pain killers or psychiatric drugs), furniture, coat drive, missing persons service, adult rehabilitation for drug and alcohol related problems, and Salvation Army Boys and Girls Club. The Salvation Army's fiscal year runs from October 1st through September 30th. In FY 2011 - FY 2012 through March 2013, 626 individuals stayed in the shelter; including 433 men, 193 women and 13 families. The Salvation Army provided 5,561 nights of lodging. Salvation Army served 6,731 breakfast and lunches for shelter residents. The Salvation Army soup kitchen served a total of

meals for the Boys and Girls Club and the community totaling 17,283. The case management is designed to help residents to find employment and permanent housing. Case management includes goal setting, employment assistance (how to do a resume, dress for success), budgeting and savings.

Coordinative activities include Shawnee Police and Courts, Mission Shawnee, Family Promise, Red Rock, Shawnee Schools, COCAA, Red Cross, Rescue Mission, Public Housing and others as needed and opportunities develop.

CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY (COCAA)

Central Oklahoma Community Action Agency (COCAA) provides direct help for families and individuals to meet basic needs for food, clothing, utilities, and housing cost. COCAA provides homebuyer education and family budgeting counseling. COCAA housing program is income-based program that give families the tools to pursue self-sufficiency. Each household receives personal attention in a process that leads to their own ultimate goal of permanent housing, financial security, and holistic wellness for all family members. With limited facilities and huge demand for homeless accommodations, COCAA assists in contacting other groups that may be able to provide assistance. Individuals and families in danger of becoming homeless are assisted with counseling and direct assistance with mortgage, rent, and utility bills. Mortgage and rental assistance was provided for fourteen (14) clients. Utility assistance was provided for twenty-three (23) clients. Weatherization was provided on fourteen (14) homes, and eleven thousand nine hundred forty-five (11,945) were provided transportation assistance through COTS.

PROJECT SAFE

Project Safe provides domestic violence shelter for women and children. The duplex can house twelve (12) clients. Project safe will house men in hotels for a couple of days. Services provided are listed below:

- Emergency shelter
- 24-hour crisis line
- Court advocacy
- Individual and group support and advocacy
- Public education and awareness
- Volunteer training and education
- Transitional living
- First responder for sexual assault team
- Child advocacy
- Systems advocacy
- Information and referral
- Parenting skills and support
- Consultation to professionals
- Assistance filing protective orders

Project Safe, Inc. complies with all standards and criteria established by the Oklahoma Office of the Attorney General. The Fire Marshall of the City of Shawnee inspects both the administrative offices and the Freedom House shelter for safety.

Project Safe, Inc. staff provided presentations about the agency including domestic violence, sexual assault and stalking.

Project Safe, Inc. had formal referral, consultation, and cooperative agreements with: Youth and Family Services; Red Rock Behavioral Health Center; Latino Community Development Agency, Legal Aid Services of Oklahoma; Travelers Aid of Oklahoma; Department of Human Services; County Health Department; Shawnee Housing Authority; Tecumseh Housing Authority; Central Oklahoma Community Action Agency; City of Shawnee; Gateway to Recovery and Prevention; Salvation Army; Sac and Fox Nation; Citizen Potawatomi Nation; Absentee Shawnee Tribe; Kickapoo Tribe; Chickasaw Nation; Pottawatomie County Child Abuse Team; Sexual Assault Nurse Examiners (SANE) Program; Oklahoma Coalition Against Domestic Violence and Sexual Assault, including all member programs throughout Oklahoma; Gordon Cooper Technology Center; Shawnee Public Schools; Local health care facilities; and local, county, state, and tribal law enforcement agencies, prosecutors, and court systems.

Monthly financial statements are prepared by a contracted bookkeeper, and presented to the Board at monthly meetings. An independent financial audit is performed by Saunders and Associates and is reviewed and approved by the Board of Directors of Project Safe, Inc.

The total budget for Project Safe, Inc. for FY 2012 was \$418,803.08.

Primary sources of income were:

Oklahoma Office of the Attorney General	\$369,985.37
Victim of Crime Act	\$186,866.31
United Way of Pottawatomie County	\$50,000.00
Other Sources	\$33,627.09

FAMILY PROMISE

Family Promise of Shawnee mobilizes faith communities to embrace homeless families with children and to equip them for self-sustaining independence.

Host Churches provide overnight lodging, dinner and hospitality for up to four families for one week in a rotation schedule with other host churches. Host Churches are:

- Calvary Baptist Church
- Evangelistic Center Church
- First Baptist Church of Shawnee
- First Church of the Nazarene
- Lakeview Church of Christ
- Liberty Baptist Church
- Northridge Church of Christ
- Emmanuel Episcopal Church
- St. Paul's United Methodist
- University Baptist Church

Helper Churches coordinate with host churches to help provide meals and hospitality. Helper Churches include:

- Farrall Street Church of Christ
- St. Benedict Catholic Church
- St. John Lutheran Church
- Hilltop Baptist Church
- Redeemer Lutheran Church
- Wesley United Methodist Church

In addition Support Churches provide ongoing financial support for the network. Each congregation provides an average of 20 to 30 volunteers. They provide hot meals, fellowship and overnight hospitality.

Local social service providers (Shawnee Housing Authority, DHS, etc.), schools and churches refer homeless families to the Family Promise network director.

Program services include:

- Food/shelter
- Transportation
- Day Center
- Case Management
- Money management education
- Home furnishings
- Transitional housing

2012 Statistics:

- **Outside of Network** – referral/case management services only: 524 families served; 683 adults / 668 children
- **Inside of Network** – lodging, meals, transportation, case management, family mentoring, etc.: 25 families served; 36 adults / 39 children

TOTAL NUMBER OF FAMILIES SERVED: 549 / 1,426 INDIVIDUALS

Family Promise of Shawnee is funded through community donations, churches, grants, fundraisers and United Way.

SHAWNEE RESCUE MISSION

Shawnee Rescue Mission (SRM) provides services to the impoverished and homeless in Shawnee. SRM is currently operating out of a 28,000 sq ft building to increase level of services.

Current services provided include:

- Lunch once a week to 100 to 200 clients at the Shawnee Rescue Mission
- Clothing

- Groceries to 100 families weekly
- Weekly outreaches with food and supplies at Shawnee Rescue Mission
- Weekly food, clothing and counseling to 400 to 500 homeless and impoverished in Pottawatomie County

The Mission plans to provide meals, transportation, counseling, fiscal benevolence, programs for literacy, self-care programs, clothing distribution, laundry services, limited medical, dental services, employment training and provide transitional and permanent affordable housing.

The Shawnee Rescue Mission partners with COCAA, Family Promise, Mission Shawnee, Shawnee Housing Authority, St. Anthony’s Hospital, Red Rock Behavioral Health Services and Project Safe.

UNITED WAY

The United Way of Pottawatomie County funds partner agencies that touch 1 in 3 lives. United Way of Pottawatomie County raised \$564,973 during the 2012-2013 campaign.

- Allocated for 2013 calendar year \$550,403 at June 2012 allocation meeting. UW Board will distribute dollars raised over the amount back to partner agencies in the spring of 2013.

Partner Agency	2013 Funded Program or Agency Service
American Red Cross #3001	Local Disaster Services, Health & Safety Services
Big Brothers Big Sisters #7007	Provides Community & School Based Mentoring to local children
Boy Scouts #7018	Youth Development for local youth
Crossroads Smart SMRT	Seats for Safety Program
Family Promise #7222	Provides support for local homeless families
Family Resource Center, Seminole	Domestic Violence Shelter Services
Gateway to Prevention & Recovery #7203	Shawnee Youth Coalition
Girl Scouts #7029	Girl Scout Leadership Experience at COJC
Heartline 211	211 24/7 Information and Referral Services
Legal Aid Services #7019	Provides civil non-criminal legal services free of charge
Mission Shawnee	Shepherd Kid’s Café Summer Lunch Program, Assistance to Families, Food Pantry
Pottawatomie County 4-H	Sends Local students to Leadership Trips and Camps

Project Safe #7205	Freedom House Emergency Shelter for Domestic Violence
South Central Industries	School of Learning Program
The Salvation Army #7207	Provides Basic & Emergency Needs including over 21,000 meals through the soup kitchen
The Salvation Army Boys & Girls Club	After school and summer mentorship
Volunteer Health Center	Provides over 4,900 prescriptions free of charge to those in need
Y.M.C.A. #7226	Provides scholarships to participate in Y activities
Youth and Family #7227	Hope House Shelters children 0 - 17

- Days of Caring 2013, August 21, 22, and 23
- This community-wide volunteer effort is a great way to see your United Way donations at work while learning about United Way Partner Agencies
- United Way of Pottawatomie County has added the Charity Tracker Pottawatomie County online tracking database in 2012. This network of non-profit agencies including faith-based organizations can share client cases and information to help prevent duplication of services and better allocation of resources. The United Way of Pottawatomie County pays all membership fees for the use of this network for qualified organizations. To apply go to: www.pottawatomiecounty.charitytracker.net/request/
- The United Way of Pottawatomie County also provides Prescription Drug Discount Cards through the FamilyWize program; www.familywize.org

For more information on United Way of Pottawatomie County go to our website at www.unitedwaypottco.org.

YOUTH AND FAMILY RESOURCE CENTER

Youth and Family Resource Center provides emergency housing for children (under 18 years of age) without a home or in crisis. Over 600 children are sheltered in Hope House each year.

ANGEL ACRES

Angel Acres provides independent living for mentally and developmentally disabled persons. Housing units include 13 one bedroom and 17 efficiencies. Two units are handicapped accessible. Rent is 30% of income, evening meals \$93.00 per month, medical tracking \$100 per month. Assistance is provided to find additional services.

SOUTH CENTRAL HOUSING

South Central Housing is a group home for developmentally disabled men and women over 18 years of age. There are 12 units, six for men and six for women. All units are handicapped accessible.

DANA'S GARDEN

Dana's Garden provides housing for the developmentally disabled. Of the 15 units available, one is physically handicapped accessible; one is available for blind and one for deaf clients.

RED ROCK BEHAVIORIAL HEALTH SERVICES

Red Rock's facility at 101 N. Union in Shawnee provides the following outpatient services to Shawnee and Pottawatomie County residents:

- Screening, Assessment, and Referral
- Case Management
- Medication Clinic
- Crisis Intervention
- Individual and Group Therapy-Children and Adults
- Adult Psychiatric Social
- Rehabilitation – Circle of Friends
- Outreach in Public Schools
- Pottawatomie County System of Care (SOC)
- Program for Assertive Community Treatment (PACT)

SUPPORTED LIVING

Supported Living is funded by a State of Oklahoma contract with funds from DHS and DDS. Supported Living provides placement of clients in housing and 24 hour in home support and assistance with paying bills, groceries, Etc. They currently serve 26 clients with an office located on the St. Gregory's Campus.

SAC & FOX NATION & CITIZEN POTAWATOMI NATION

Efforts are being made to coordinate assistance programs with the Sac and Fox and Citizen Potawatomi Nations. Sharing of resources would improve housing program assistance programs for both Tribal and non-Tribal residents of Shawnee.

Action steps to end chronic homelessness: Any family or individual in Shawnee that is in a position where all their resources are committed, from month to month is in jeopardy of falling into homelessness, particularly if they have no savings or have no external support from friends or family members.

The City continues to partner with Central Oklahoma Community Action Agency (COCAA) on homeless needs. The city purchased and rehabilitated two transitional housing structures for the homeless. One of the structures has been made accessible for the handicapped. The city is partnering with Family Promise on the duplex and it is leased to Family Promise.

Many people in Shawnee require supportive housing to allow them to remain in their homes or in the communities in which they reside. In 2000, there were 4,401 elderly people (those 65 years or older) in Shawnee. Most of them (84 percent) express a preference to remain in their home if they are able. The City will perform approximately seven (7) rehabilitations during this reporting period for the elderly citizens of the City.

Emergency Shelter Grants (ESG)

(States only) Describe the process for awarding grants to State recipients, and a description of how the allocation will be made available to units of local government.

Program Year 4 Action Plan ESG response:

NOT APPLICABLE

PROGRAM SPECIFIC REQUIREMENTS

Community Development

*Please also refer to the Community Development Table in the Needs.xls workbook.

1. Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), public facilities, public improvements, public services and economic development.
2. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

*Note: Each specific objective developed to address a priority need, must be identified by number and contain proposed accomplishments, the time period (i.e., one, two, three, or more years), and annual program year numeric goals the jurisdiction hopes to achieve in quantitative terms, or in other measurable terms as identified and defined by the jurisdiction.

Program Year 4 Action Plan Community Development response:

Antipoverty Strategy

1. Describe the actions that will take place during the next year to reduce the number of poverty level families.

Program Year 4 Action Plan Antipoverty Strategy response:

NON-HOMELESS SPECIAL NEEDS HOUSING

Non-homeless Special Needs (91.220 (c) and (e))

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. Describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.
2. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Program Year 4 Action Plan Specific Objectives response:

Housing Opportunities for People with AIDS

*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. Provide a Brief description of the organization, the area of service, the name of the program contacts, and a broad overview of the range/ type of housing activities to be done during the next year.
2. Report on the actions taken during the year that addressed the special needs of persons who are not homeless but require supportive housing, and assistance for persons who are homeless.
3. Evaluate the progress in meeting its specific objective of providing affordable housing, including a comparison of actual outputs and outcomes to proposed goals and progress made on the other planned actions indicated in the strategic and action plans. The evaluation can address any related program adjustments or future plans.
4. Report on annual HOPWA output goals for the number of households assisted during the year in: (1) short-term rent, mortgage and utility payments to avoid homelessness; (2) rental assistance programs; and (3) in housing facilities, such as community residences and SRO dwellings, where funds are used to develop and/or operate these facilities. Include any assessment of client outcomes for achieving housing stability, reduced risks of homelessness and improved access to care.
5. Report on the use of committed leveraging from other public and private resources that helped to address needs identified in the plan.
6. Provide an analysis of the extent to which HOPWA funds were distributed among different categories of housing needs consistent with the geographic distribution plans identified in its approved Consolidated Plan.
7. Describe any barriers (including non-regulatory) encountered, actions in response to barriers, and recommendations for program improvement.

8. Please describe the expected trends facing the community in meeting the needs of persons living with HIV/AIDS and provide additional information regarding the administration of services to people with HIV/AIDS.
9. Please note any evaluations, studies or other assessments that will be conducted on the local HOPWA program during the next year.

Program Year 4 Action Plan HOPWA response:

NOT APPLICABLE

Specific HOPWA Objectives

Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the Action Plan.

Program Year 4 Specific HOPWA Objectives response:

NOT APPLICABLE

Other Narrative

Include any Action Plan information that was not covered by a narrative in any other section.

NOT APPLICABLE

Continuum of Care Homeless Population and Subpopulations Chart

Part 1: Homeless Population	Sheltered		Un-sheltered	Total	City of Shawnee Data Quality
	Emergency	Transitional			
1. Homeless Individuals	583	0	210	793	(E) estimates <input type="button" value="v"/>
2. Homeless Families with Children	6	21	60	87	
2a. Persons in Homeless with Children Families	13	0	0	13	
Total (lines 1 + 2a)	602	21	270	893	
Part 2: Homeless Subpopulations	Sheltered		Un-sheltered	Total	Data Quality
	Emergency	Transitional			
1. Chronically Homeless		97	0	97	(N) enumerations <input type="button" value="v"/>
2. Severely Mentally Ill		22	0	22	
3. Chronic Substance Abuse		76	0	76	
4. Veterans		4	0	4	
5. Persons with HIV/AIDS		1	0	1	
6. Victims of Domestic Violence		124	0	124	
7. Youth (Under 18 years of age)		0	0	0	

Part 3: Homeless Needs Table: Individuals		Needs	Currently Available	Gap	5-Year Quantities										Total			Priority H, M, L	Plan to Fund? Y/N	Fund Source: CDBG, HOME, HOPWA, ESG or Other
					Year 1		Year 2		Year 3		Year 4		Year 5							
					Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal			
Beds	Emergency Shelters	30	30	0	0	0	0	121	121	120	150	0	0	0	271	241	89%	N	O	
	Transitional Housing	59	33	26	24	21	20	22	27	25	20	0	0	0	91	68	75%	N	O	
	Permanent Supportive Housing	27	27	0	0	4	4	0	0	0	0	0	0	4	4	100%	N	O		
	Total	116	90	26	24	25	0	143	148	145	170	0	0	0	342	313	92%			
Chronically Homeless																				

Part 4: Homeless Needs Table: Families		Needs	Currently Available	Gap	5-Year Quantities										Total			Priority H, M, L	Plan to Fund? Y/N	Fund Source: CDBG, HOME, HOPWA, ESG or Other
					Year 1		Year 2		Year 3		Year 4		Year 5							
					Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal			
Beds	Emergency Shelters	30	30	0	0	16	20	0	130	0	150	0	0	0	300	16	5%			
	Transitional Housing	59	33	26	24	0	1	8	9	0	0	0	0	34	8	24%				

Homeless Table 1.A

Rec	Permanent Supportive Housing	27	27	0	0	0	0	0	0	0	0	0	0	0	0	0	###			
	Total	116	90	26	24	16	21	8	139	0	150	0	0	0	334	24	7%			

Completing Part 1: Homeless Population. This must be completed using statistically reliable, unduplicated counts or estimates of homeless persons in sheltered and unsheltered locations at a one-day point in time. The counts must be from: (A) administrative records, (N) enumerations, (S) statistically reliable samples, or (E) estimates. The quality of the data presented in each box must be identified as: (A), (N), (S) or (E).

Completing Part 2: Homeless Subpopulations. This must be completed using statistically reliable, unduplicated counts or estimates of homeless persons in sheltered and unsheltered locations at a one-day point in time. The numbers must be from: (A) administrative records, (N) enumerations, (S) statistically reliable samples, or (E) estimates. The quality of the data presented in each box must be identified as: (A), (N), (S) or (E).

Sheltered Homeless. Count adults, children and youth residing in shelters for the homeless. "Shelters" include all emergency shelters and transitional shelters for the homeless, including domestic violence shelters, residential programs for runaway/homeless youth, and any hotel/motel/apartment voucher arrangements paid by a public/private agency because the person or family is homeless. Do not count: (1) persons who are living doubled up in conventional housing; (2) formerly homeless persons who are residing in Section 8 SRO, Shelter Plus Care, SHP permanent housing or other permanent housing units; (3) children or youth, who because of their own or a parent's homelessness or abandonment, now reside temporarily and for a short anticipated duration in hospitals, residential treatment facilities, emergency foster care, detention facilities and the like; and (4) adults living in mental health facilities, chemical dependency facilities, or criminal justice facilities.

Unsheltered Homeless. Count adults, children and youth sleeping in places not meant for human habitation. Places not meant for human habitation include streets, parks, alleys, parking ramps, parts of the highway system, transportation depots and other parts of transportation systems (e.g. subway tunnels, railroad car), all-night commercial establishments (e.g. movie theaters, laundromats, restaurants), abandoned buildings, building roofs or stairwells, chicken coops and other farm outbuildings, caves, campgrounds, vehicles, and other similar places.

CPMP Version 1.3

Grantee Name: City of Shawnee		3-5 Year Quantities															Priority Need: H, M	Plan to Fund? Y N	Fund Source: CDBG,	
Non-Homeless Special Needs Including HOPWA		Needs	Currently Available	GAP	Year 1		Year 2		Year 3		Year 4*		Year 5*		Total					
					Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Actual	% of Goal					
Housing Needed	52. Elderly	464	0	464	8	23	25	0	35	0	0	0	0	0	68	23	34%			
	53. Frail Elderly	358	0	358	0	17	20	0	0	0	0	0	0	0	20	17	85%			
	54. Persons w/ Severe Mental Illness	16	0	16	0	7	7	0	0	0	0	0	0	0	7	7	100%			
	55. Developmentally Disabled	32	25	7	0	2	2	0	0	0	0	0	0	0	2	2	100%			
	56. Physically Disabled	460	0	460	0	20	25	0	0	0	0	0	0	0	25	20	80%			
	57. Alcohol/Other Drug Addicted	12	0	12	0	2	0	0	0	0	0	0	0	0	0	2	###			
	58. Persons w/ HIV/AIDS & their families	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	###			
	59. Public Housing Residents	0	0	0	0	24	21	0	0	0	0	0	0	0	21	24	114%			
	Total	1342	25	1317	8	95	100	0	35	0	0	0	0	0	143	95	66%			
Supportive Services Needed	60. Elderly	464	0	464	0	221	150	0	0	0	0	0	0	0	150	221	147%			
	61. Frail Elderly	358	0	358	0	181	130	0	0	0	0	0	0	0	130	181	139%			
	62. Persons w/ Severe Mental Illness	16	16	0	0	38	25	0	0	0	0	0	0	0	25	38	152%			
	63. Developmentally Disabled	32	32	0	0	3	5	0	0	0	0	0	0	0	5	3	60%			
	64. Physically Disabled	460	0	460	0	72	50	0	0	0	0	0	0	0	50	72	144%			
	65. Alcohol/Other Drug Addicted	12	12	0	12	9	0	0	0	0	0	0	0	0	9	12	75%			
	66. Persons w/ HIV/AIDS & their families	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	###			
	67. Public Housing Residents	762	442	320	0	57	50	0	0	0	0	0	0	0	50	57	114%			
Total	2104	502	1602	12	581	410	0	0	0	0	0	0	0	422	581	138%				

Non-Homeless Table 1.B

NOT APPLICABLE - CITY OF SHAWNEE HOPWA Performance Chart 1	Needs	Current	Gap	Year 1						
				Outputs Households				Funding		
				HOPWA Assistance		Non-HOPWA		HOPWA Budget	HOPWA Actual	Leveraged Non-HOPWA
				Goal	Actual	Goal	Actual			
Tenant-based Rental Assistance	0	0	0							
Short-term Rent, Mortgage and Utility payments	0	0	0							
Facility-based Programs	0	0	0							
Units in facilities supported with operating costs	0	0	0							
Units in facilities developed with capital funds and placed in service during the program year	0	0	0							
Units in facilities being developed with capital funding but not yet opened (show units of housing planned)	0	0	0							
Stewardship (developed with HOPWA but no current operation or other costs) Units of housing subject to three- or ten-year use agreements	0	0	0							
Adjustment for duplication of households (i.e., moving between types of housing)										
Subtotal unduplicated number of households/units of housing assisted	0	0	0	0	0	0	0	0	0	0
Supportive Services				Outputs Individuals						
Supportive Services in conjunction with housing activities (for households above in HOPWA or leveraged other units)	0	0	0							
Housing Placement Assistance				Outputs Individuals						
Housing Information Services	0	0	0							
Permanent Housing Placement Services	0	0	0							
Housing Development, Administration, and Management Services										
Resource Identification to establish, coordinate and develop housing assistance resources										
Project Outcomes/Program Evaluation (if approved)										
Grantee Administration (maximum 3% of total) (i.e., costs for general management, oversight, coordination, evaluation, and reporting)										
Project Sponsor Administration (maximum 7% of total) (i.e., costs for general management, oversight, coordination, evaluation, and reporting)										
Other Activity (if approved in grant agreement) Specify:										
1	0	0	0							
2	0	0	0							
3	0	0	0							
4	0	0	0							

HOPWA Performance Chart 2

NOT APPLICABLE - CITY OF SHAWNEE

Type of Housing Assistance	Total Number of Households Receiving Assistance	Average Length of Stay [in weeks]	Number of Households Remaining in Project at the End of the Program Year	Number of Households that left the Project	What happened to the Households that left			
						PY1	PY2	PY3
Tenant-based Rental Assistance	0	PY1	PY1	#VALUE!	Emergency Shelter			
					Temporary Housing			
					Private Hsg			
	0	PY2	PY2	#VALUE!	Other HOPWA			
					Other Subsidy			
	0	PY3	PY3	#VALUE!	Institution			
					Jail/Prison			
	0	PY4	PY4	#VALUE!	Disconnected			
					Death			
	0	PY5	PY5	#VALUE!				
Short-term Rent, Mortgage, and Utility Assistance	0	PY1	PY1	#VALUE!	Emergency Shelter			
					Temporary Housing			
					Private Hsg			
	0	PY2	PY2	#VALUE!	Other HOPWA			
					Other Subsidy			
	0	PY3	PY3	#VALUE!	Institution			
					Jail/Prison			
	0	PY4	PY4	#VALUE!	Disconnected			
					Death			
	0	PY5	PY5	#VALUE!				
Facility-based Housing Assistance	0	PY1	PY1	#VALUE!	Emergency Shelter			
					Temporary Housing			
					Private Hsg			
	0	PY2	PY2	#VALUE!	Other HOPWA			
					Other Subsidy			
	0	PY3	PY3	#VALUE!	Institution			
					Jail/Prison			
	0	PY4	PY4	#VALUE!	Disconnected			
					Death			
	0	PY5	PY5	#VALUE!				

Housing Market Analysis		<i>Complete cells in blue.</i>					
Housing Stock Inventory		Vacancy Rate	0 & 1 Bedroom	2 Bedrooms	3+ Bedroom	Total	Substandard Units
Affordability Mismatch							
Occupied Units: Renter			1344	1810	1324	4478	1597
Occupied Units: Owner			204	1973	4647	6824	239
Vacant Units: For Rent		10%	110	235	75	420	149
Vacant Units: For Sale		3%	35	40	110	185	11
Total Units Occupied & Vacant			1693	4058	6156	13205	1996
Rents: Applicable FMRs (in \$s)			545	662	894		
Rent Affordable at 30% of 50% of MFI (in \$s)			446	446	446		
Public Housing Units							
Occupied Units		440	235	81	124	440	0
Vacant Units		2	3	0	0	3	0
Total Units Occupied & Vacant			238	81	124	443	0
Rehabilitation Needs (in \$s)			2,257,636	525,227	789,899	3,572,762	

Housing Needs Table			Grantee: City of Shawnee													Priority Need?	Plan to Fund?	Fund Source	Households with a Disabled Member		Disproportionate Racial/Ethnic Need?	# of Households in lead-Hazard Housing	Total Low Income, HIV/AIDS Population											
			Only complete blue sections. Do NOT type in sections other than blue.																% of Goal	% HSHLD				# HSHLD										
			Current % of Households	Current Number of Households	3-5 Year Quantities																													
Year 1		Year 2			Year 3		Year 4*		Year 5*		Multi-Year		%	H	Y	B																		
Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal								Actual	%	H	Y	B										
Household Income <=30% MFI	Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	250										0	####				100%	2671	Y	2946	93										
			Any housing problems	66.4	166										0	####				25.5	681													
			Cost Burden > 30%	66.4	166										0	####																		
			Cost Burden >50%	32.4	81										0	####																		
	Renter	Small Related	Elderly	NUMBER OF HOUSEHOLDS	100%	448									0	####																		
				With Any Housing Problems	69.2	310									0	####																		
				Cost Burden > 30%	69.2	310									0	####																		
				Cost Burden >50%	48.9	219									0	####																		
				Large Related	Elderly	NUMBER OF HOUSEHOLDS	100%	40									0	####																
						With Any Housing Problems	100.0	40									0	####																
		Cost Burden > 30%	65.0			26									0	####																		
		Cost Burden >50%	30.0			12									0	####																		
		All other hshold	Elderly			NUMBER OF HOUSEHOLDS	100%	400									0	####																
						With Any Housing Problems	76.5	306									0	####																
				Cost Burden > 30%	76.5	306									0	####																		
				Cost Burden >50%	60.3	241									0	####																		
	Owner			Elderly	Elderly	NUMBER OF HOUSEHOLDS	100%	278									5	5	5	5	5	5	5	5	5	15	300%	H	Y	B				
						With Any Housing Problems	45.0	125									0	####																
		Cost Burden > 30%	45.0			125									0	####																		
		Cost Burden >50%	20.9			58									0	####																		
		Owner	Small Related	Elderly	NUMBER OF HOUSEHOLDS	100%	136									4	4	4	4	4	4	4	4	4	12	300%	H	Y	B					
					With Any Housing Problems	72.1	98									0	####																	
					Cost Burden > 30%	72.1	98									0	####																	
					Cost Burden >50%	52.9	72									0	####																	
Large Related			Elderly	NUMBER OF HOUSEHOLDS	100%	18									0	####																		
				With Any Housing Problems	44.4	8									0	####																		
				Cost Burden > 30%	22.2	4									0	####																		
				Cost Burden >50%	22.2	4									0	####																		
All other hshold	Elderly	NUMBER OF HOUSEHOLDS	100%	86									0	####																				
		With Any Housing Problems	81.4	70									0	####																				
		Cost Burden > 30%	81.4	70									0	####																				
		Cost Burden >50%	43.0	37									0	####																				
Elderly	Elderly	NUMBER OF HOUSEHOLDS	100%	230									0	####							100%													
		With Any Housing Problems	29.6	68									0	####								0												
		Cost Burden > 30%	27.8	64									0	####																				
		Cost Burden >50%	6.1	14									0	####																				

Household Income	MFI														H	Y	B																										
>30 to <=50%	Renter	Small Related	NUMBER OF HOUSEHOLDS	100%	353																																						
			With Any Housing Problems	58.4	206																				0	####																	
			Cost Burden > 30%	51.6	182																				0	####																	
			Cost Burden >50%	9.3	33																				0	####																	
		Large Related	NUMBER OF HOUSEHOLDS	100%	114																																						
			With Any Housing Problems	77.2	88																				0	####																	
			Cost Burden > 30%	64.0	73																				0	####																	
			Cost Burden >50%	7.0	8																				0	####																	
		All other hshold	NUMBER OF HOUSEHOLDS	100%	302																																						
			With Any Housing Problems	67.2	203																				0	####																	
			Cost Burden > 30%	37.2	112																				0	####																	
			Cost Burden >50%	9.3	28																				0	####																	
>30 to <=50%	Owner	Elderly	NUMBER OF HOUSEHOLDS	100%	490																																						
			With Any Housing Problems	8.2	40	2	2	2	2	1	1	2	2	2	5	250%	H	Y	B																								
			Cost Burden > 30%	8.2	40																				0	####																	
		Cost Burden >50%	3.3	16																				0	####																		
		Small Related	NUMBER OF HOUSEHOLDS	100%	278																																						
			With Any Housing Problems	39.6	110	1	1	1	1	1	1	1	1	3	300%	H	Y	B																									
			Cost Burden > 30%	36.7	102																				0	####																	
			Cost Burden >50%	7.9	22																				0	####																	
		Large Related	NUMBER OF HOUSEHOLDS	100%	36																																						
			With Any Housing Problems	50.0	18																				0	####																	
			Cost Burden > 30%	50.0	18																				0	####																	
			Cost Burden >50%	11.1	4																				0	####																	
All other hshold	NUMBER OF HOUSEHOLDS	100%	94																																								
	With Any Housing Problems	17.0	16																				0	####																			
	Cost Burden > 30%	17.0	16																				0	####																			
	Cost Burden >50%	4.3	4																				0	####																			
>30 to <=80%	Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	78																																						
			With Any Housing Problems	10.3	8																																						
			Cost Burden > 30%	10.3	8																																						
			Cost Burden >50%	5.1	4																																						
		Small Related	NUMBER OF HOUSEHOLDS	100%	423																																						
			With Any Housing Problems	13.5	57																																						
			Cost Burden > 30%	11.6	49																																						
			Cost Burden >50%	2.4	10																																						
		Large Related	NUMBER OF HOUSEHOLDS	100%	88																																						
			With Any Housing Problems	17.0	15																																						
			Cost Burden > 30%	0.0	0																																						
			Cost Burden >50%	0.0	0																																						
other hshold	NUMBER OF HOUSEHOLDS	100%	300																																								
	With Any Housing Problems	15.0	45																																								
	Cost Burden > 30%	10.0	30																																								

Household Income >=		All	Owner													Total Disabled										
			All other household													Total Disabled	681									
Household Income >=	All	Cost Burden >50%	0.0	0													0	####								
	Elderly	NUMBER OF HOUSEHOLDS	100%	692																						
		With Any Housing Problems	8.8	61															0	####						
		Cost Burden > 30%	8.8	61															0	####						
		Cost Burden >50%	2.3	16															0	####						
	Small Related	NUMBER OF HOUSEHOLDS	100%	454																						
		With Any Housing Problems	29.5	134	4	4	4	4	3	3	3								11	367%	H	Y	B			
		Cost Burden > 30%	29.5	134															0	####						
		Cost Burden >50%	5.5	25															0	####						
	Large Related	NUMBER OF HOUSEHOLDS	100%	106																						
		With Any Housing Problems	32.1	34															0	####						
		Cost Burden > 30%	17.0	18															0	####						
		Cost Burden >50%	0.0	0															0	####						
	All other household	NUMBER OF HOUSEHOLDS	161%	161																						
		With Any Housing Problems	38.5	62															0	####						
		Cost Burden > 30%	38.5	62															0	####						
Cost Burden >50%		2.5	4															0	####							
		Total Any Housing Problem			16	16	16	16	14	14	15	0	15	0	15	46										
		Total 215 Renter														0										
		Total 215 Owner														0										
		Total 215			0	0	0	0	0	0	0	0	0	0	0	0										
																	Total Disabled		681							
																	Tot. Elderly	468	Total Lead Hazard	2946						
																	Tot. Sm. Related	2172	Total Renters	3489						
																	Tot. Lg. Related	370	Total Owners	1787						

City of Shawnee

Only complete blue sections.

Housing and Community Development Activities		Needs	Current	Gap	5-Year Quantities												% of Goal	Priority Need H.M.L.	Dollars to Address	Plan to Fund? Y/N	Fund Source
					Year 1		Year 2		Year 3		Year 4		Year 5		Cumulative						
					Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual					
01 Acquisition of Real Property 570.201(a)		0	0	0											0	0	####				
02 Disposition 570.201(b)		0	0	0											0	0	####				
Public Facilities and Improvements	03 Public Facilities and Improvements (General) 570.201(c)		0	0	0										0	0	####				
	03A Senior Centers 570.201(c)		0	0	0										0	0	####				
	03B Handicapped Centers 570.201(c)		0	0	0										0	0	####				
	03C Homeless Facilities (not operating costs) 570.201(c)		0	0	0										0	0	####				
	03D Youth Centers 570.201(c)		0	0	0										0	0	####				
	03E Neighborhood Facilities 570.201(c)		0	0	0										0	0	####				
	03F Parks, Recreational Facilities 570.201(c)		0	0	0										0	0	####				
	03G Parking Facilities 570.201(c)		0	0	0										0	0	####				
	03H Solid Waste Disposal Improvements 570.201(c)		0	0	0										0	0	####				
	03I Flood Drain Improvements 570.201(c)		0	0	0										0	0	####				
	03J Water/Sewer Improvements 570.201(c)		0	0	0										0	0	####				
	03K Street Improvements 570.201(c)		0	0	0										0	0	####				
	03L Sidewalks 570.201(c)		0	0	0										0	0	####				
	03M Child Care Centers 570.201(c)		0	0	0										0	0	####				
	03N Tree Planting 570.201(c)		0	0	0										0	0	####				
	03O Fire Stations/Equipment 570.201(c)		0	0	0										0	0	####				
03P Health Facilities 570.201(c)		0	0	0										0	0	####					
03Q Abused and Neglected Children Facilities 570.201(c)		0	0	0										0	0	####					
03R Asbestos Removal 570.201(c)		0	0	0										0	0	####					
03S Facilities for AIDS Patients (not operating costs) 570.201(c)		0	0	0										0	0	####					
03T Operating Costs of Homeless/AIDS Patients Programs		0	0	0										0	0	####					
04 Clearance and Demolition 570.201(d)		10	0	10	2	2	2	3	2	2	0		2	8	7	88%	H	35000	Y	C	
04A Clean-up of Contaminated Sites 570.201(d)		0	0	0										0	0	####					
Public Services	05 Public Services (General) 570.201(e)		0	0	0									0	0	####					
	05A Senior Services 570.201(e)		0	0	0									0	0	####					
	05B Handicapped Services 570.201(e)		0	0	0									0	0	####					
	05C Legal Services 570.201(e)		0	0	0									0	0	####					
	05D Youth Services 570.201(e)		0	0	0									0	0	####					
	05E Transportation Services 570.201(e)		0	0	0									0	0	####					
	05F Substance Abuse Services 570.201(e)		0	0	0									0	0	####					
	05G Battered and Abused Spouses 570.201(e)		0	0	0									0	0	####					
	05H Employment Training 570.201(e)		0	0	0									0	0	####					
	05I Crime Awareness 570.201(e)		0	0	0									0	0	####					
	05J Fair Housing Activities (if CDBG, then subject to 570.201(e))		0	0	0									0	0	####					
	05K Tenant/Landlord Counseling 570.201(e)		0	0	0									0	0	####					
	05L Child Care Services 570.201(e)		0	0	0									0	0	####					
	05M Health Services 570.201(e)		0	0	0									0	0	####					
	05N Abused and Neglected Children 570.201(e)		0	0	0									0	0	####					
	05O Mental Health Services 570.201(e)		0	0	0									0	0	####					
05P Screening for Lead-Based Paint/Lead Hazards Poison 570.201(e)		0	0	0									0	0	####						
05Q Subsistence Payments 570.204		0	0	0									0	0	####						
05R Homeownership Assistance (not direct) 570.204		0	0	0									0	0	####						
05S Rental Housing Subsidies (if HOME, not part of 5% 570.204)		0	0	0									0	0	####						

	05T Security Deposits (if HOME, not part of 5% Admin c	0	0	0										0	0	####				
	06 Interim Assistance 570.201(f)	0	0	0										0	0	####				
	07 Urban Renewal Completion 570.201(h)	0	0	0										0	0	####				
	08 Relocation 570.201(i)	0	0	0										0	0	####				
	09 Loss of Rental Income 570.201(j)	0	0	0										0	0	####				
	10 Removal of Architectural Barriers 570.201(k)	0	0	0										0	0	####				
	11 Privately Owned Utilities 570.201(l)	0	0	0										0	0	####				
	12 Construction of Housing 570.201(m)	0	0	0										0	0	####				
	13 Direct Homeownership Assistance 570.201(n)	0	0	0										0	0	####				
	14A Rehab; Single-Unit Residential 570.202	0	0	0	18	14	16	10	14	13	12		15	75	37	49%	H	150000	Y	C, O
	14B Rehab; Multi-Unit Residential 570.202	0	0	0										0	0	####				
	14C Public Housing Modernization 570.202	0	0	0										0	0	####				
	14D Rehab; Other Publicly-Owned Residential Buildings 570.202	0	0	0										0	0	####				
	14E Rehab; Publicly or Privately-Owned Commercial/Indu 570.202	0	0	0										0	0	####				
	14F Energy Efficiency Improvements 570.202	0	0	0										0	0	####				
	14G Acquisition - for Rehabilitation 570.202	0	0	0										0	0	####				
	14H Rehabilitation Administration 570.202	0	0	0										0	0	####				
	14I Lead-Based/Lead Hazard Test/Abate 570.202	0	0	0										0	0	####				
	15 Code Enforcement 570.202(c)	0	0	0										0	0	####				
	16A Residential Historic Preservation 570.202(d)	0	0	0										0	0	####				
	16B Non-Residential Historic Preservation 570.202(d)	0	0	0										0	0	####				
	17A CI Land Acquisition/Disposition 570.203(a)	0	0	0										0	0	####				
	17B CI Infrastructure Development 570.203(a)	0	0	0										0	0	####				
	17C CI Building Acquisition, Construction, Rehabilitat 570.203(a)	0	0	0										0	0	####				
	17D Other Commercial/Industrial Improvements 570.203(a)	0	0	0										0	0	####				
	18A ED Direct Financial Assistance to For-Profits 570.203(b)	0	0	0										0	0	####				
	18B ED Technical Assistance 570.203(b)	0	0	0										0	0	####				
	18C Micro-Enterprise Assistance	0	0	0										0	0	####				
	19A HOME Admin/Planning Costs of PJ (not part of 5% Ad	0	0	0										0	0	####				
	19B HOME CHDO Operating Costs (not part of 5% Admin ca	0	0	0										0	0	####				
	19C CDBG Non-profit Organization Capacity Building	0	0	0										0	0	####				
	19D CDBG Assistance to Institutes of Higher Education	0	0	0										0	0	####				
	19E CDBG Operation and Repair of Foreclosed Property	0	0	0										0	0	####				
	19F Planned Repayment of Section 108 Loan Principal	0	0	0										0	0	####				
	19G Unplanned Repayment of Section 108 Loan Principal	0	0	0										0	0	####				
	19H State CDBG Technical Assistance to Grantees	0	0	0										0	0	####				
	20 Planning 570.205	0	0	0										0	0	####				
	21A General Program Administration 570.206	5	0	5	1	1	1	1	1	1	1		1	5	3	60%	H	50000	Y	C
	21B Indirect Costs 570.206	0	0	0										0	0	####				
	21D Fair Housing Activities (subject to 20% Admin cap) 570.206	0	0	0										0	0	####				
	21E Submissions or Applications for Federal Programs 570.206	0	0	0										0	0	####				
	21F HOME Rental Subsidy Payments (subject to 5% cap)	0	0	0										0	0	####				
	21G HOME Security Deposits (subject to 5% cap)	0	0	0										0	0	####				
	21H HOME Admin/Planning Costs of PJ (subject to 5% cap)	0	0	0										0	0	####				
	21I HOME CHDO Operating Expenses (subject to 5% cap)	0	0	0										0	0	####				
	22 Unprogrammed Funds	0	0	0										0	0	####				
IOPWA	31J Facility based housing - development	0	0	0										0	0	####				
	31K Facility based housing - operations	0	0	0										0	0	####				
	31G Short term rent mortgage utility payments	0	0	0										0	0	####				
	31F Tenant based rental assistance	0	0	0										0	0	####				
	31E Supportive service	0	0	0										0	0	####				
	31I Housing information services	0	0	0										0	0	####				

F	31H Resource identification	0	0	0											0	0	####				
	31B Administration - grantee	0	0	0											0	0	####				
	31D Administration - project sponsor	0	0	0											0	0	####				
CDBG	Acquisition of existing rental units	0	0	0											0	0	####				
	Production of new rental units	0	0	0											0	0	####				
	Rehabilitation of existing rental units	0	0	0											0	0	####				
	Rental assistance	0	0	0											0	0	####				
	Acquisition of existing owner units	0	0	0											0	0	####				
	Production of new owner units	0	0	0											0	0	####				
	Rehabilitation of existing owner units	0	0	0											0	0	####				
	Homeownership assistance	0	0	0											0	0	####				
HOME	Acquisition of existing rental units	0	0	0											0	0	####				
	Production of new rental units	0	0	0											0	0	####				
	Rehabilitation of existing rental units	0	0	0											0	0	####				
	Rental assistance	0	0	0											0	0	####				
	Acquisition of existing owner units	0	0	0											0	0	####				
	Production of new owner units	0	0	0											0	0	####				
	Rehabilitation of existing owner units	0	0	0											0	0	####				
	Homeownership assistance	0	0	0											0	0	####				
Totals		15	0	15	21	18	19	14	17	16	13	0	18	0	92	18	####				



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
DH-1 Availability/Accessibility of Decent Housing								
DH-1 (1)	Specific Objective: 270.202; 14A Rehab; Single-Unit Residential. Objective: three (3) home repair projects, and nine (9) emergency assistance projects.	CDBG		2010	18	0	0%	
		CDBG		2011	12	16	133%	
		CDBG		2012	14	8	57%	
		CDBG		2013	15	12	80%	
		CDBG		2014	15		0%	
		MULTI-YEAR GOAL				75	36	48%
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!	
		Source of Funds #2	Performance Indicator #2	2011			#DIV/0!	
		Source of Funds #3	Performance Indicator #2	2012			#DIV/0!	
		Source of Funds #3	Performance Indicator #2	2013			#DIV/0!	
		Source of Funds #3	Performance Indicator #2	2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!
		Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
		Source of Funds #2	Performance Indicator #3	2011			#DIV/0!	
		Source of Funds #3	Performance Indicator #3	2012			#DIV/0!	
		Source of Funds #3	Performance Indicator #3	2013			#DIV/0!	
		Source of Funds #3	Performance Indicator #3	2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
DH-2 Affordability of Decent Housing								
DH-2 (1)	570.201(D): 04 Clearance and Demolition: Objective: Two (2) demolition projects to eliminate blighted structures in neighborhoods.	CDBG		2010	2	0	0%	
				2011	2	2	100%	
		CDBG		2012	2	1	50%	
				2013	2	0	0%	
		CDBG		2014	2		0%	
		MULTI-YEAR GOAL				10	3	30%
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!
		Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
		2013				#DIV/0!		
	Source of Funds #3	2014				#DIV/0!		
	MULTI-YEAR GOAL					0	#DIV/0!	



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
DH-3 Sustainability of Decent Housing								
DH-3 (1)	NOT APPLICABLE	Source of Funds #1	Performance Indicator #1	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
					MULTI-YEAR GOAL		0	#DIV/0!
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
	Source of Funds #3	2014				#DIV/0!		
				MULTI-YEAR GOAL		0	#DIV/0!	
	Specific Annual Objective	Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
					MULTI-YEAR GOAL		0	#DIV/0!



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
SL-1 Availability/Accessibility of Suitable Living Environment								
SL-1 (1)	NOT APPLICABLE	Source of Funds #1	Performance Indicator #1	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
					MULTI-YEAR GOAL		0	#DIV/0!
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
	Source of Funds #3	2014				#DIV/0!		
				MULTI-YEAR GOAL		0	#DIV/0!	
	Specific Annual Objective	Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
					MULTI-YEAR GOAL		0	#DIV/0!



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
SL-2 AvailabAffordability of Suitable Living Environment								
SL-2 (1)	NOT APPLICABLE	Source of Funds #1	Performance Indicator #1	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
	Source of Funds #3	2014				#DIV/0!		
	MULTI-YEAR GOAL					0	#DIV/0!	
	Specific Annual Objective	Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
				Source of Funds #2	2012			#DIV/0!
					2013			#DIV/0!
				Source of Funds #3	2014			#DIV/0!
		MULTI-YEAR GOAL					0	#DIV/0!



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
SL-3 Sustainability of Suitable Living Environment								
SL-3 (1)	NOT APPLICABLE	Source of Funds #1	Performance Indicator #1	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!
	Specific Annual Objective	Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed		
EO-1 Availability/Accessibility of Economic Opportunity									
EO-1 (1)	NOT APPLICABLE	Source of Funds #1	Performance Indicator #1	2010			#DIV/0!		
				2011			#DIV/0!		
				2012			#DIV/0!		
				2013			#DIV/0!		
		Source of Funds #2	Performance Indicator #1	2014			#DIV/0!		
				MULTI-YEAR GOAL				0	#DIV/0!
				Source of Funds #3	Performance Indicator #2	2010			#DIV/0!
						2011			#DIV/0!
		2012					#DIV/0!		
		2013					#DIV/0!		
		Source of Funds #1	Performance Indicator #2	2014			#DIV/0!		
				MULTI-YEAR GOAL				0	#DIV/0!
	Source of Funds #2			Performance Indicator #3	2010			#DIV/0!	
					2011			#DIV/0!	
		2012				#DIV/0!			
		2013				#DIV/0!			
	Source of Funds #3	Performance Indicator #3	2014			#DIV/0!			
			MULTI-YEAR GOAL				0	#DIV/0!	
Specific Annual Objective			Performance Indicator #3	2010			#DIV/0!		
				2011			#DIV/0!		
	2012				#DIV/0!				
	2013				#DIV/0!				
Source of Funds #1	Performance Indicator #3	2014			#DIV/0!				
		MULTI-YEAR GOAL				0	#DIV/0!		



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
EO-2 Affordability of Economic Opportunity								
EO-2 (1)	NOT APPLICABLE	Source of Funds #1	Performance Indicator #1	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
	Source of Funds #3	2014				#DIV/0!		
	MULTI-YEAR GOAL					0	#DIV/0!	
	Specific Annual Objective		Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #1		2012			#DIV/0!	
		Source of Funds #2		2013			#DIV/0!	
		Source of Funds #3		2014			#DIV/0!	
		MULTI-YEAR GOAL					0	#DIV/0!



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed	
NR-1 Neighborhood Revitalization								
NR-1 (1)	NOT APPLICABLE	Source of Funds #1	Performance Indicator #1	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3	2014			#DIV/0!		
		MULTI-YEAR GOAL					0	#DIV/0!
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
	Source of Funds #3	2014			#DIV/0!			
	MULTI-YEAR GOAL					0	#DIV/0!	
	Specific Annual Objective	Source of Funds #1	Performance Indicator #3	2010			#DIV/0!	
				2011			#DIV/0!	
		Source of Funds #2		2012			#DIV/0!	
				2013			#DIV/0!	
		Source of Funds #3	2014			#DIV/0!		
		MULTI-YEAR GOAL					0	#DIV/0!



Summary of Specific Annual Objectives

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
O-1 Other							
O-1 (1)	NOT APPLICABLE	Source of Funds #1	Performance Indicator #1	2010			#DIV/0!
				2011			#DIV/0!
		Source of Funds #2		2012			#DIV/0!
				2013			#DIV/0!
		Source of Funds #3	2014			#DIV/0!	
			MULTI-YEAR GOAL				0
		Source of Funds #1	Performance Indicator #2	2010			#DIV/0!
				2011			#DIV/0!
		Source of Funds #2		2012			#DIV/0!
				2013			#DIV/0!
	Source of Funds #3	2014			#DIV/0!		
		MULTI-YEAR GOAL				0	#DIV/0!
	Specific Annual Objective	Source of Funds #1	Performance Indicator #3	2010			#DIV/0!
				2011			#DIV/0!
		Source of Funds #2		2012			#DIV/0!
				2013			#DIV/0!
		Source of Funds #3	2014			#DIV/0!	
			MULTI-YEAR GOAL				0

TABLE 3B ANNUAL HOUSING COMPLETION GOALS

ANNUAL AFFORDABLE RENTAL HOUSING GOALS (SEC. 215)	Annual Expected Number Completed	Resources used during the period			
		CDBG	HOME	ESG	HOPWA
Acquisition of existing units		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Production of new units		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Total Sec. 215 Rental Goals		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL AFFORDABLE OWNER HOUSING GOALS (SEC. 215)					
Acquisition of existing units		<input type="checkbox"/>	<input type="checkbox"/>		
Production of new units	1	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Rehabilitation of existing units	11	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Homebuyer Assistance		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Total Sec. 215 Owner Goals		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL AFFORDABLE HOUSING GOALS (SEC. 215)					
Homeless		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-Homeless		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special Needs		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Sec. 215 Affordable Housing		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANNUAL HOUSING GOALS					
Annual Rental Housing Goal		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual Owner Housing Goal		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Annual Housing Goal	12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For the purpose of identification of annual goals, an assisted household is one that will receive benefits through the investment of Federal funds, either alone or in conjunction with the investment of other public or private funds.

Project Name: Program Administration - Salaries				
Description:	IDIS Project #: UOG Code: OK402718 SHAWNEE			
General management, oversight and coordination of the CDBG Program.				
Location: Enter location, address, zip codes, census tracks, or other elements that will help to identify the location of the project.	Priority Need Category Select one: Planning/Administration			
Expected Completion Date: (mm/dd/yyyy)	Explanation:			
Objective Category <input type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives			
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 2 3			
Project-level Accomplishments	Accompl. Type: Proposed	Accompl. Type: Proposed		
	Underway	Underway		
	Complete	Complete		
	Accompl. Type: Proposed	Accompl. Type: Proposed		
	Underway	Underway		
	Complete	Complete		
	Accompl. Type: Proposed	Accompl. Type: Proposed		
	Underway	Underway		
	Complete	Complete		
Proposed Outcome	Performance Measure	Actual Outcome		
21A General Program Administration 570.206		Matrix Codes		
Matrix Codes		Matrix Codes		
Matrix Codes		Matrix Codes		
Program Year 1	CDBG	Proposed Amt. \$26,000.00	Fund Source:	Proposed Amt.
		Actual Amount \$42,197.00		Actual Amount
	Fund Source:	Proposed Amt.	Fund Source:	Proposed Amt.
		Actual Amount		Actual Amount
	Other	Proposed Units	Accompl. Type:	Proposed Units
		Actual Units		Actual Units
	Accompl. Type:	Proposed Units	Accompl. Type:	Proposed Units
		Actual Units		Actual Units

Program Year 2	CDBG	Proposed Amt.	\$18,448.00		Fund Source:	Proposed Amt.	
		Actual Amount	\$19,230.83			Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Other	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
Program Year 3	CDBG	Proposed Amt.	\$16,777.00		Fund Source:	Proposed Amt.	
		Actual Amount	\$0.00			Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Other	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
Program Year 4	CDBG	Proposed Amt.	\$16,777.00		Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Other	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
Program Year 5	CDBG	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Other	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	

Project Name: Program Administration				
Description:	IDIS Project #: UOG Code: OK402718 SHAWNEE			
General management, oversight and coordination of the CDBG Program.				
Location: Enter location, address, zip codes, census tracks, or other elements that will help to identify the location of the project.	Priority Need Category Select one: Planning/Administration			
Expected Completion Date: (mm/dd/yyyy)	Explanation:			
Objective Category <input type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives			
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 2 3			
Project-level Accomplishments	Accompl. Type: Proposed	Accompl. Type: Proposed		
	Underway	Underway		
	Complete	Complete		
	Accompl. Type: Proposed	Accompl. Type: Proposed		
	Underway	Underway		
	Complete	Complete		
	Accompl. Type: Proposed	Accompl. Type: Proposed		
	Underway	Underway		
	Complete	Complete		
Proposed Outcome	Performance Measure	Actual Outcome		
21A General Program Administration 570.206	Matrix Codes	Matrix Codes		
Matrix Codes	Matrix Codes	Matrix Codes		
Matrix Codes	Matrix Codes	Matrix Codes		
Program Year 1	CDBG	Proposed Amt. \$24,000.00	Fund Source:	Proposed Amt.
		Actual Amount \$32,393.00		Actual Amount
	Fund Source:	Proposed Amt.	Fund Source:	Proposed Amt.
		Actual Amount		Actual Amount
	Other	Proposed Units	Accompl. Type:	Proposed Units
		Actual Units		Actual Units
	Accompl. Type:	Proposed Units	Accompl. Type:	Proposed Units
		Actual Units		Actual Units

Program Year 2	CDBG	Proposed Amt.	\$23,000.00		Fund Source:	Proposed Amt.	
		Actual Amount	\$40,631.31			Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Other	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
Program Year 3	CDBG	Proposed Amt.	\$20,324.00		Fund Source:	Proposed Amt.	
		Actual Amount	\$24,889.32			Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Other	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
Program Year 4	CDBG	Proposed Amt.	\$20,324.00		Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Other	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
Program Year 5	CDBG	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Other	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	

Project Name: Housing Rehabilitation						
Description:	IDIS Project #: UOG Code: OK402718 SHAWNEE					
Provide safe, decent, affordable housing for low to moderate-income families. Project oversight, work write ups, cost estimates, bid packets, inspections to completion of project, and processing amount of payment to general contractor.						
Location:	Priority Need Category					
Enter location, address, zip codes, census tracks, or other elements that will help to identify the location of the project.	Select one: Owner Occupied Housing					
Expected Completion Date:	Explanation:					
(mm/dd/yyyy)	High Priority					
Objective Category	Specific Objectives					
<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	1 Improve the quality of owner housing					
	2					
	3					
Outcome Categories						
<input type="checkbox"/> Availability/Accessibility						
<input checked="" type="checkbox"/> Affordability						
<input type="checkbox"/> Sustainability						
Project-level Accomplishments	Other	Proposed		Accompl. Type:	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type:	Proposed		Accompl. Type:	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type:	Proposed		Accompl. Type:	Proposed	
		Underway			Underway	
		Complete			Complete	
Proposed Outcome	Performance Measure	Actual Outcome				
Project Oversight.	Ensuring all phases of construction run smoothly for general contractor and homeowner with little to no disruptions.	Outcome: Oversight on all projects during all phases of construction from beginning to final payment and homeowners acceptance of project.				
14A Rehab; Single-Unit Residential 570.202	Matrix Codes	Matrix Codes				
Matrix Codes	Matrix Codes	Matrix Codes				
Matrix Codes	Matrix Codes	Matrix Codes				
Program Year 1	CDBG	Proposed Amt.	\$167,723.00	Fund Source:	Proposed Amt.	
		Actual Amount	\$116,218.00		Actual Amount	
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Other	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	

Program Year 2	CDBG	Proposed Amt.	\$213,530.00	Fund Source:	Proposed Amt.	
		Actual Amount	\$146,378.65		Actual Amount	
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Other	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
Program Year 3	CDBG	Proposed Amt.	\$165,595.00	Fund Source:	Proposed Amt.	
		Actual Amount	\$146,726.68		Actual Amount	
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Other	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
Program Year 4	CDBG	Proposed Amt.	\$165,595.00	Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Other	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
Program Year 5	CDBG	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Other	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	

Project Name: Housing Rehabilitation					
Description:	IDIS Project #: UOG Code: OK402718 SHAWNEE				
Provide safe, decent, affordable housing for low to moderate-income families. One (1) deferred project, and three (3) home repair projects.					
Location: Enter location, address, zip codes, census tracks, or other elements that will help to identify the location of the project.	Priority Need Category Select one: Owner Occupied Housing				
Expected Completion Date: (mm/dd/yyyy)	Explanation: High Priority				
Objective Category <input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives				
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input checked="" type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 Improve the quality of owner housing 2 3				
Project-level Accomplishments	10 Housing Units	Proposed	4	Accompl. Type:	Proposed
		Underway	0		Underway
		Complete	8		Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome	Performance Measure	Actual Outcome			
Four (4) safe, affordable low/mod income housing units	100% completed outcome and exceeded projection.	Outcome: Four (4) owner-occupied rehabs and four (4) home repairs for a total of eight (8) projects.			
14A Rehab; Single-Unit Residential 570.202	Matrix Codes	Matrix Codes			
Matrix Codes	Matrix Codes	Matrix Codes			
Matrix Codes	Matrix Codes	Matrix Codes			
Program Year 1	CDBG	Proposed Amt.	\$329,584.00	Fund Source:	Proposed Amt.
		Actual Amount	\$268,975.00		Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	04 Households	Proposed Units	4	Accompl. Type:	Proposed Units
		Actual Units	8		Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

Program Year 2	CDBG	Proposed Amt.	\$130,914.00	Fund Source:	Proposed Amt.	
		Actual Amount	\$112,556.36		Actual Amount	
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	04 Households	Proposed Units	6	Accompl. Type:	Proposed Units	
		Actual Units	3		Actual Units	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
Program Year 3	CDBG	Proposed Amt.	\$93,085.00	Fund Source:	Proposed Amt.	
		Actual Amount	\$58,253.00		Actual Amount	
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	04 Households	Proposed Units	4	Accompl. Type:	Proposed Units	
		Actual Units	5		Actual Units	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
Program Year 4	CDBG	Proposed Amt.	\$93,085.00	Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	04 Households	Proposed Units	3	Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
Program Year 5	CDBG	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.	
		Actual Amount			Actual Amount	
	04 Households	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units	
		Actual Units			Actual Units	

Project Name: Emergency Assistance					
Description:	IDIS Project #: UOG Code: OK402718 SHAWNEE				
Provide safe, decent, affordable housing for low to moderate-income families. Assist families to address emergency situations in the homes. Perform six (6) emergency assistance projects.					
Location:	Priority Need Category				
Enter location, address, zip codes, census tracts, or other elements that will help to identify the location of the project.	Select one: Owner Occupied Housing				
Expected Completion Date:	Explanation:				
(mm/dd/yyyy)	High Priority				
Objective Category					
<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity					
Outcome Categories	Specific Objectives				
<input type="checkbox"/> Availability/Accessibility <input checked="" type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 Improve the quality of owner housing				
	2				
	3				
Project-level Accomplishments	10 Housing Units	Proposed	6	Accompl. Type:	Proposed
		Underway	0		Underway
		Complete	5		Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome	Performance Measure	Actual Outcome			
Six (6) safe decent affordable low/mod units	100% completed outcome.	Outcome: Five (5) emergency assistance projects were completed this past fiscal year.			
14A Rehab; Single-Unit Residential 570.202	Matrix Codes	Matrix Codes			
Matrix Codes	Matrix Codes	Matrix Codes			
Matrix Codes	Matrix Codes	Matrix Codes			
Program Year 1	CDBG	Proposed Amt.	\$50,000.00	Fund Source:	Proposed Amt.
		Actual Amount	\$30,348.00		Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Accompl. Type:	Proposed Units	6	Accompl. Type:	Proposed Units
		Actual Units	5		Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

Program Year 2	CDBG	Proposed Amt.	\$45,000.00		Fund Source:	Proposed Amt.	
		Actual Amount	\$56,331.00			Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	04 Households	Proposed Units	7		Accompl. Type:	Proposed Units	
		Actual Units	7			Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
Program Year 3	CDBG	Proposed Amt.	\$48,000.00		Fund Source:	Proposed Amt.	
		Actual Amount	\$62,922.00			Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	04 Households	Proposed Units	7		Accompl. Type:	Proposed Units	
		Actual Units	6			Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
Program Year 4	CDBG	Proposed Amt.	\$48,000.00		Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	04 Households	Proposed Units	9		Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
Program Year 5	CDBG	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	04 Households	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	

Project Name: Clearance and Demolition					
Description:	IDIS Project #: UOG Code: OK402718 SHAWNEE				
Elimination of slum/blight housing in residential areas within the city limits of Shawnee.					
Location: Enter location, address, zip codes, census tracks, or other elements that will help to identify the location of the project.	Priority Need Category Select one: Other				
Expected Completion Date: (mm/dd/yyyy)	Explanation: High Priority				
Objective Category <input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	Specific Objectives				
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input checked="" type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 Improve quality / increase quantity of neighborhood facilities for low-income persons 2 3				
Project-level Accomplishments	Other	Proposed	2	Accompl. Type:	Proposed
		Underway	0		Underway
		Complete	2		Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
	Accompl. Type:	Proposed		Accompl. Type:	Proposed
		Underway			Underway
		Complete			Complete
Proposed Outcome	Performance Measure	Actual Outcome			
Demolition of two (2) slum/blight structures.	100% completed projection.	Outcome: Two (2) demolitions performed this past fiscal year.			
04 Clearance and Demolition 570.201(d)		Matrix Codes			
Matrix Codes		Matrix Codes			
Matrix Codes		Matrix Codes			
Program Year 1	CDBG	Proposed Amt.	\$8,000.00	Fund Source:	Proposed Amt.
		Actual Amount	\$6,100.00		Actual Amount
	Fund Source:	Proposed Amt.		Fund Source:	Proposed Amt.
		Actual Amount			Actual Amount
	Accompl. Type:	Proposed Units	2	Accompl. Type:	Proposed Units
		Actual Units	2		Actual Units
	Accompl. Type:	Proposed Units		Accompl. Type:	Proposed Units
		Actual Units			Actual Units

Program Year 2	CDBG	Proposed Amt.	\$8,000.00		Fund Source:	Proposed Amt.	
		Actual Amount	\$5,160.00			Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	04 Households	Proposed Units	2		Accompl. Type:	Proposed Units	
		Actual Units	3			Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
Program Year 3	CDBG	Proposed Amt.	\$7,000.00		Fund Source:	Proposed Amt.	
		Actual Amount	\$2,903.00			Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	04 Households	Proposed Units	2		Accompl. Type:	Proposed Units	
		Actual Units	1			Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
Program Year 4	CDBG	Proposed Amt.	\$0.00		Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	04 Households	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
Program Year 5	CDBG	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	Fund Source:	Proposed Amt.			Fund Source:	Proposed Amt.	
		Actual Amount				Actual Amount	
	04 Households	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	
	Accompl. Type:	Proposed Units			Accompl. Type:	Proposed Units	
		Actual Units				Actual Units	



CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- This certification does not apply.
 This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
9. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

May 6, 2013

Date

Wes Mainord

Name

Mayor

Title

16 W. 9th Street

Address

Shawnee, Oklahoma 74801

City/State/Zip

(405) 878 1601

Telephone Number

- This certification does not apply.
 This certification is applicable.

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) ~~2012, 2013, 2014~~, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

May 6, 2013

Signature/Authorized Official

Date

Wes Mainord

Name

Mayor

Title

16 W. 9th Street

Address

Shawnee, Oklahoma 74801

City/State/Zip

(405) 878 1601

Telephone Number

- This certification does not apply.
 This certification is applicable.

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature/Authorized Official

May 6, 2013

Date

Wes Mainord

Name

Mayor

Title

16 W. 9th Street

Address

Shawnee, Oklahoma 74801

City/State/Zip

(405) 878 1601

Telephone Number

- This certification does not apply.
 This certification is applicable.

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature/Authorized Official

May 6, 2013

Date

Wes Mainord

Name

Mayor

Title

16 W. 9th Street

Address

Shawnee, Oklahoma 74801

City/State/Zip

(405) 878 1601

Telephone Number

- This certification does not apply.
 This certification is applicable.

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature/Authorized Official

May 6, 2013

Date

Wes Mainord

Name

Mayor

Title

16 W. 9th Street

Address

Shawnee, Oklahoma 74801

City/State/Zip

(405) 878 1601

Telephone Number

- This certification does not apply.
 This certification is applicable.

ESG Certifications

I, **Wes Mainord**, Chief Executive Officer of the City of Shawnee, Oklahoma, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 *CFR* 576.55.
3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.
4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.
10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related

authorities as specified in 24 *CFR* Part 58.

11. The requirements of 24 *CFR* 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.

12. The new requirement of the McKinney-Vento Act (42 *USC* 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.

13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.



Signature/Authorized Official

May 6, 2013

Date

Wes Mainord

Name

Mayor

Title

16 W. 9th Street

Address

Shawnee, Oklahoma 74801

City/State/Zip

(405) 878 1601

Telephone Number

This certification does not apply.
 This certification is applicable.

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip

7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any

controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- a. All "direct charge" employees;
- b. all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- c. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

- 1. Analysis of Impediments to Fair Housing
- 2. Citizen Participation Plan
- 3. Anti-displacement and Relocation Plan



Signature/Authorized Official

May 6, 2013

Date

Wes Mainord

Name

Mayor

Title

16 W. 9th Street

Address

Shawnee, Oklahoma 74801

City/State/Zip

405) 878 1601

Telephone Number

CITIZEN PARTICIPATION PLAN (CPP)

SHAWNEE URBAN RENEWAL AUTHORITY (SURA)

UPDATED APRIL 4, 2011

ADOPTED BY THE CITY OF SHAWNEE COMMISSION

APRIL 18, 2011

**CITIZEN PARTICIPATION PLAN (CPP)
CITY OF SHAWNEE
SHAWNEE URBAN RENEWAL AUTHORITY (SURA)**

Introduction

The purpose of this Citizen Participation Plan (CPP) is to provide for and encourage citizen involvement as it pertains to activities engaged in by the *Shawnee Urban Renewal Authority*. Persons of low income, residents of slum and blighted areas and people who live in areas where grant funded projects are proposed, are especially encouraged to take part. This CPP was designed to meet the requirements of the Department of Housing and Urban Development in notifying the citizens of Shawnee of all Federal and State funding, consolidated plans, action plans and any and all reporting as required.

Citizen Involvement

The *City of Shawnee* will provide opportunity for the involvement of all residents. Special efforts will be made to encourage participation of:

- Citizens in areas where activities are proposed or are ongoing
- Persons of low and moderate income
- Members of minority groups
- The elderly
- The handicapped
- The business community
- Civic groups who are concerned about community programs
- And locally organized neighborhood groups, especially in areas of low and moderate income residents

Communications:

Good communication encourages dialogue and reduces unproductive conflict. It creates an atmosphere where mutual understanding is achieved and where decisions helpful to all concerned parties and the whole community are made. Effective two way communication is also essential in developing good community partnerships. Therefore, the *City* will follow three basic standards in developing communications networks.

1. Conduct all citizen participation activities in an open manner, with freedom of access for all interested persons
2. Provide citizens with adequate information in a timely manner so they may be involved in decisions affecting programs development
3. Encourage citizens, particularly low and moderate income persons and residents of blighted neighborhoods, to submit their views and proposals regarding community development programs

The *City of Shawnee* intends to function openly with full and timely disclosure of public records and information. This will be done in a responsible manner by also protecting individuals privacy. The following guidelines will be used in providing public access to information:

1. Open to the public all information dealing with general matters, aggregated data and endeavors affecting people collectively.
2. Place restrictions upon confidential information about individual persons and families, the disclosure of which would be a clearly unwarranted invasion of personal privacy.

The **City of Shawnee** will provide for full and timely disclosure of grant program records and information. Disclosure will be consistent with applicable state and local laws regarding personal privacy and obligations of confidentiality. Documents relevant to programs will be made available at the **City of Shawnee** offices. Information may be reviewed, upon request (written or oral), during normal working hours. Such documents shall include the following:

1. All mailings and promotional material
2. Records of hearings
3. All key documents, including all prior applications, letters of approval, grant agreements, the citizen participation plan, performance reports, evaluation reports, other reports required by funding agencies and proposed and approved applications for the current year.
4. Copies of the regulations and other information governing relevant grant programs.
5. Documents on other important program requirements such as contracting procedures, environmental policy, fair housing and other equal opportunity requirements, relocation provisions and the clearinghouse review process.

Publication of Information and Notices:

When a grant funded project is being planned, particular importance will be placed upon providing citizens with key information. Information to be provided includes:

1. The total amount of grant funds available to the **City**, if the project is approved.
2. The range of activities that may be undertaken with these funds.
3. The estimated amount of funds that will be used for activities that will meet grant program objectives.
4. The process to be followed in drawing up and approving the grant application and schedule of meetings and hearings.
5. Any proposed activities likely to result in displacement and the **City of Shawnee's** anti-displacement and relocation plans (including those developed in accordance with Section 104(d)(1) and (2) of the Act of 1974 as amended, if applicable).
6. The role of citizens in the program as provided in this plan.
7. And other important program requirements as identified by the **City** or the grant agency.
8. Run notices in the local newspaper of meeting date and purpose of meeting.

The **City of Shawnee** will post notices in ample time before each public meeting. Notices will be in easily read type and will announce the date, time, place and procedures of the meeting and topics to be considered. Notices will be posted at all places customarily used for regular **City** meetings.

Obtaining Citizen Views:

The **City of Shawnee** will provide for and encourage citizens to submit views and proposals on Community Development programs – particularly low and moderate income persons and residents of blighted neighborhoods. This may include submission of views and proposals:

1. Directly to the **City of Shawnee**, 23 E. 9th, Room 319, Shawnee, OK 74801, during the planning stages of a project prior to public hearings.
2. To recognize neighborhood projects and community wide groups.
3. At neighborhood and other meetings, scheduled by the **City** prior to formal public hearings.
4. At formal public hearings.
5. In response to needs surveys conducted by the **City** or by a Task Force formed for the purposes of encouraging citizen input.

A minimum of two (2) public hearings to obtain citizen views and to respond to citizen proposals and questions will be conducted with any grant funded project. One hearing will be held prior to application for funding and one at the end of the grant program.

Such hearings will be held at convenient times and locations which permit broad participation, particularly by low and moderate income persons and by residents of blighted neighborhoods. Hearing arrangements will make possible the full participation of handicapped citizens. Hearings will be separate from commission meetings. Public meetings and hearings may be conducted by other than commission members, as deemed appropriate by the **City**. If requested, meetings will be held by the **City** to provide technical help in developing proposals. Representatives of low and moderate income groups are especially encouraged to seek technical help.

Depending on the scope of a project, the **City** may conduct needs surveys, create task forces, hold target area hearings, and hold at-large or ward input meetings.

Responses:

The **City of Shawnee** will provide timely responses to all written complaints, grievances and proposals submitted to it. Written correspondence should be submitted to the **City of Shawnee**, 23 E. 9th, Room 319, Shawnee, OK 74801.

Written responses stating the reasons for the actions taken by the **City** on the proposal will be provided, wherever practical, within fifteen (15) working days of their receipt and before the final hearing on the application.

Meetings will also be held to give citizens the opportunity to comment on changes to the program which would significantly amend the program in terms of purpose, scope, location or beneficiaries or would require funding agency review and approval.

Bi-Lingual Requirements:


Whenever a significant number of low and moderate income persons and residents of blighted neighborhoods speak and read a primary language other than English, all notices of public hearings and summaries of basic information will be produced in such language or languages. Opportunities will also be offered at public hearings where a significant number of non-English speaking persons are present.

Whenever a significant number of low and moderate income person and residents of blighted neighborhoods are hearing impaired, all notices of public hearings and summaries of basic information will be produced. Opportunities will also be offered at public hearings where a significant number of hearing impaired persons are present.


Adopted this 18th day of April, 2011 by the ***City Commissioners of the City of Shawnee.***



ATTEST:



City Clerk



LINDA PETERSON, MAYOR

Regular Board of Commissioners

15.

Meeting Date: 05/06/2013

Community Service Contract Review Guidelines

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action to establish guidelines for the Community Service Contract Review Committee.

Regular Board of Commissioners

16. a.

Meeting Date: 05/06/2013

Sidewalk Handicap Ramps (Award)

Submitted By: Donna Mayo, Administration

Department: Administration

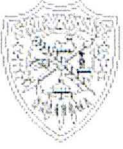
Information

Title of Item for Agenda

Sidewalk/ADA Handicap Ramps Project (Various Locations) Contract No. COS-PW-12-05 (Award)

Attachments

Handicap Sidewalk (Award)

<p>Mayor WES MAINORD</p> 	<p>The City of Shawnee PO Box 1448 Shawnee Oklahoma 74802-1448 (405) 273-1250 Fax (405) 878-1581 www.ShawneeOK.org</p>	<p>Commissioners PAM STEPHENS LINDA AGEE JAMES HARROD KEITH HALL JOHN WINTERRINGER STEVE SMITH</p>
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MEMORANDUM

Date: May 2, 2013

To: Brian McDougal, City Manager

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

**Re: Award of Contract for Sidewalk / ADA Ramps Project
{Contract No. COS-PW-12-05}**

At the April 15, 2013 City Commission meeting we opened bids that were received for the Sidewalk/ADA Ramps Project. A total of three bids were received and opened. The bids have been tabulated and reviewed (see attached Bid Tabulation).

The low bid was received by All Roads Paving in the amount of \$127,337.75. The second low bid was from Parathon Construction in the amount of \$157,000.00

Based on the bids received, staff would recommend awarding project to All Roads Paving in the amount of \$127,337.75. If you have any questions or need additional information, please advise.

COS-PW-12-05

SIDEWALK/ADA HANDICAP RAMPS PROJECT FY 12-13

ITEM NO.	Spec No.	DESCRIPTION	QNTY.		ALL ROADS PAVING		PARATHON CONSTRUCTION		MIKE LITTLE CONSTRUCTION		RUDY CONSTRUCTION	
			NO.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	202	Unclassified Excavation	100.00	C.Y.	\$ 32.90	\$ 3,290.00	\$ 20.00	\$ 2,000.00	\$ 12.50	\$ 1,250.00	\$ 25.00	\$ 2,500.00
2.	303	Agg. Base 3/8" Limestone Screenings	170.00	TONS	\$ 24.70	\$ 4,199.00	\$ 30.00	\$ 5,100.00	\$ 24.01	\$ 4,081.70	\$ 32.00	\$ 5,440.00
3.	619	Removal of Conc. Sidewalk	1,700.00	S.Y.	\$ 11.50	\$ 19,550.00	\$ 10.00	\$ 17,000.00	\$ 40.00	\$ 68,000.00	\$ 10.00	\$ 17,000.00
4.	610	4" P.C. Concrete Sidewalk	925.00	S.Y.	\$ 31.15	\$ 28,813.75	\$ 38.00	\$ 35,150.00	\$ 47.94	\$ 44,344.50	\$ 60.00	\$ 55,500.00
5.	610	Sidewalk Ramps (4" Conc.)	775.00	S.Y.	\$ 63.00	\$ 48,825.00	\$ 50.00	\$ 38,750.00	\$ 53.10	\$ 41,152.50	\$ 150.00	\$ 116,250.00
6.	610	Detectable Warning Surface (Tactile)	1,600.00	S.F.	\$ 12.65	\$ 20,240.00	\$ 35.00	\$ 56,000.00	\$ 25.37	\$ 40,592.00	\$ 30.00	\$ 48,000.00
7.	230	Solid Slab Sod	1.00	L.S.	\$ 2,420.00	\$ 2,420.00	\$ 3,000.00	\$ 3,000.00	\$ 14,800.00	\$ 14,800.00	\$ 5,000.00	\$ 5,000.00
TOTAL AMOUNT OF BASE BID						\$ 127,337.75		\$ 157,000.00		\$ 214,220.70		\$ 249,690.00

Regular Board of Commissioners

16. b.

Meeting Date: 05/06/2013

Re-bid Asphalt Streets Project (Open)

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

FY 11-12 Rehab Asphalt Streets Project – Re Bid

Contract No. COS-PW-12-06 (Open)

Attachments

Notice to Bidders

Bidders List

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., Monday, May 6, 2013, for:

**BID: CONTRACT NO. COS-PW-12-06
FY 11-12 REHAB ASPHALT STREETS PROJECT – RE BID**

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74801. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, April 24, 2013, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK 74801.**

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

**BID: CONTRACT NO. COS-PW-12-06
FY 11-12 REHAB ASPHALT STREETS PROJECT – RE BID
May 6, 2013**

This project shall include approximately a **milling and overlay of the roadway**. BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

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

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., Monday, May 6, 2013. The City of Shawnee reserves the right to reject any and all bids.



CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

A handwritten signature in black ink, appearing to read "Brian E. McDougal", is written over a horizontal line.

BY: _____
Brian E. McDougal, City Manager

ATTEST:

A handwritten signature in cursive, appearing to read "Phyllis Loftis", is written over a horizontal line.
Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-12-06
FY 11-12 REHAB ASPHALT STREET RE-BID PROJECT
ADDENDUM #1 RECIEPT RECEIVED

Business Name: RUDY CONSTRUCTION
Contact: PHIL PRATT
Address: P.O. BOX 14575
OKC, OK 73103
Telephone: 405-478-9900
Fax: 405-478-9901
Cell: 405-417-1753
E-Mail: PPRATT@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: 4/11/13 CK#53856

Business Name: HASKELL LEMON CONSTRUCTION COMPANY
Contact: BOB LEMON
Address: P.O. BOX 75608
OKC, OK 73147
Telephone: 405-947-6069
Fax: 405-947-6068
Cell: _____
E-Mail: BLEMON@HASKELLLEMON.COM
Paid for & Picked Up Specs: 4/16/13CH # 2170

Business Name: BISHOP PAVING
Contact: TRAVIS WILLIAMSON
Address: 927 SW 6TH
OKC, OK 73109
Telephone: 405-232-5531
Fax: 405-232-5538
Cell: 405-239-0768
E-Mail: TRAVISW@BISHOPPAVING.COM
Paid for & Picked Up Specs: 4/22/13 CK # 019925

Business Name: ALL ROADS PAVING
Contact: DAVE BARNETT
Address: 10200 NW 10TH
OKC, OK 73127
Telephone: 405-577-2944
Fax: 405-577-2942
Cell: 405-990-5255
E-Mail: ALLROADSPAIVING@COXINET.NET
Paid for & Picked Up Specs: 4/24/13 CK # 7442

Business Name: A-TECH PAVING
Contact: JOSH PAYNE
Address: 7845 N. ROBINSON, H-2
OKLAHOMA CITY, OK 73116
Telephone: 405-418-4741
Fax: 405-418-4743
Cell: 405-546-9014
E-Mail: JPAYNE@ATECHPAVING.COM
Paid for & Picked Up Specs: 4/24/13 CK # 060622

Business Name: _____
Contact: _____
Address: _____

Telephone: _____
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: _____

Regular Board of Commissioners

19.

Meeting Date: 05/06/2013

Consider Exec Session

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider an Executive Session to discuss City Manager's performance evaluation and employment contract pursuant to 25 O. S. §307(B)(1) NOTE 25 O.S. 307 (B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee;"

Regular Board of Commissioners

20.

Meeting Date: 05/06/2013

Consider matter discussed in Exec Session

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding City Manager's performance evaluation and employment contract pursuant to 25 O. S. §307(B)(1) NOTE 25 O.S. 307 (B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee;"
