

AGENDA
BOARD OF CITY COMMISSIONERS
August 5, 2013 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION - LORD'S PRAYER LED BY MAYOR WES MAINORD

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 Shawnee Municipal Authority Agenda Item No. 3-c.
 - b. Minutes from the July 15, 2013 regular meeting and the July 15, 2013 special called meeting
 - c. Budget Amendment Capital Fund 301
These are rollover's from last year budget for projects that were not completed before year end
 - d. Budget Amendment FY 2013-2014 2007 CDBG Entitlement Grant
Appropriate 2007CDBG Entitlement Funds for FY2013-FY2014(Rollover)
 - e. Budget Amendment FY 2013- 2014 2010 CDBG Entitlement Grant
Appropriate 2010 CDBG Entitlement Funds for FY 2013-2014 (Rollover)
 - f. Budget Amendment FY 2013-2014 2011 CDBG Entitlement Grant
Appropriate 2011 CDBG Entitlement Funds for FY2013-2014 (Rollover)
 - g. Budget Amendment FY 2013-2014 2008 CDBG Entitlement Grant Fund
Appropriate 2008 Entitlement Funds for FY2013-2014 (Rollover)
 - h. Budget Amendment FY 2013-2014 2012 CDBG Entitlement Grant
Appropriate 2012 CDBG Entitlement Funds for FY 2013-2014
 - i. Budget Amendment FY 2013-2014 HOME Rehab Program Income
Appropriate HOME Grant Program Income for Housing Rehabilitation FY 2013-2014 (Rollover)
 - j. Acknowledge the following minutes:
 - Shawnee Civic and Cultural Development Authority minutes from May 16, 2013

- k. Approve Memorandum of Understanding with District Attorney's Office, 23rd Judicial District and the Shawnee Police Department for services to victims of domestic violence and sexual assault – STOP Violence Against Women Grant.
- l. Approve extension of Contract with International Association of Firefighters, Local No. 206.
- m. Accept and approve the SAFER (Staffing of Adequate Fire & Emergency Response) Grant to begin on October 23, 2013.
- n. Acceptance of Harrison and I-40 Median Beautification Project and completion of affidavit for grant reimbursement.
- o. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Celia Elwell.
- p. Lake Leases Transfer and Renewal:

Transfer:

- Lot 20 Belcher Tract, 33404 Post Office Neck
From: Bill Barnett and Paula Barnett
To: Paula Barnett and Kenneth Smith

Renewals:

- Lot 10 Renfro Tract, 15805 Sleepy Hollow Road
Cindy Woods and Steve Woods
- Lot 3A Johnston Tract, 16804 Magnino Road
Ronald Hughes and Susan Hughes
- Lot 1 Mosler Tract, 16200 Archery Road
Mehdi Azimi

3. Commissioners Comments

4. Citizens Participation

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

5. Mayor's Presentation of City of Shawnee Beautification Committee Awards to:

- Mabee Gerrer Museum
- Langley Management Company
- Consultant Services LLC
- Kathryn Simon

6. Discussion, consideration and possible action on a resolution approving the incurrance of indebtedness by the Shawnee Municipal Authority for financing of the Municipal Pool.

7. Discussion, consideration and possible action on an additional 30 day renewal of contract with the Chamber of Commerce regarding Convention and Visitors Bureau while awaiting the completed audit.
(As approved at the May 20, 2013 commission meeting)
8. Discussion, consideration and possible action on granting OG&E additional easements along SH102.
9. Discussion, consideration and possible action on a resolution waiving building permit fees for the repair/reconstruction of structures damaged by the May 19, 2013 storm event.
10. Discussion, consideration and possible action on an ordinance temporarily modifying Section 1201.7 of the Shawnee Zoning Code by allowing the repair/reconstruction of a structure damaged by greater than 50 percent.
11. Consider Bids:
 - a. Exterior Restoration, Exterior Painting and Window Replacement for the Shawnee Municipal Auditorium (Award)
12. New Business

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

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 08/05/2013

Acknowledge opening of 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 Shawnee Municipal Authority Agenda Item No. 3-c.

Regular Board of Commissioners

2. b.

Meeting Date: 08/05/2013

Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the July 15, 2013 regular meeting and the July 15, 2013 special called meeting

Attachments

Minutes Spec Called Mtg

Minutes Regular Mtg

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
SPECIAL CALLED SESSION
JULY 15, 2013

The Board of City Commissioners met in Special Called Session at the Shawnee Commission Chambers at Shawnee City Hall, 16 W. 9th, Shawnee, Oklahoma, Monday, July 15, 2013 at 5:30 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

Chairman

Absent

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

Absent

Commissioner Ward 5

Absent

Commissioner Ward 6

Absent: Pam Stephens, John Winterringer, Steve Smith

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

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

TO THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

You and each of you are hereby notified that by virtue of a call issued by me on this 10th day of July, 2013 a Special Called Session of the City of Shawnee Board of Commissioners will be held at Commission Chambers at City Hall, 16 W. 9th, Shawnee, Oklahoma at 5:30p.m. on July 15, 2013, and you are hereby notified to be present at said meeting.

The purpose of the following special call session of the City Commissioners will be for discussion of the communications upgrade project.

(SEAL)

ATTEST:

s/s Phyllis Loftis
PHYLLIS LOFTIS, CMC
CITY CLERK

s/s Brian McDougal
BRIAN MCDOUGAL
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 10th day of July, 2013 at 9:39 o'clock a.m., and executed the same by delivering a true and correct copy thereof to each of the Commissioners of the City of Shawnee, Oklahoma as follows:

I delivered a true and correct copy to Mayor Wes Mainord
via e-mail at 9:50 o'clock a.m. on July 10, 2013

I delivered a true and correct copy to Commissioner Linda Agee
via e-mail at 2:01 o'clock p.m. on July 10, 2013

I delivered a true and correct copy to Commissioner John Winterringer
via e-mail at 9:39 o'clock a.m. on July 10, 2013 but no response was received

I delivered a true and correct copy to Commissioner Steve Smith
via e-mail at 11:36 o'clock p.m. on July 10, 2013

I delivered a true and correct copy to Commissioner James Harrod
via e-mail at 8:03 o'clock p.m. on July 10, 2013

I delivered a true and correct copy to Commissioner Pam Stephens
via e-mail at 9:39 o'clock a.m. on July 10, 2013 but no response was received

I delivered a true and correct copy to Commissioner Keith Hall
via e-mail at 10:08 o'clock a.m. on July 10, 2013

s/s Phyllis Loftis
City Clerk

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 15TH DAY OF JULY, 2013 AT 5:30 O’CLOCK P.M. AT THE CITY COMMISSION CHAMBERS AT CITY HALL, 16 W. NINTH, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE FOR DISCUSSION OF THE COMMUNICATIONS UPGRADE PROJECT.

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY SECTION 4, ARTICLE IV OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, A SPECIAL SESSION OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA IS HEREBY CALLED TO MEET AT CITY COMMISSION CHAMBERS AT CITY HALL, 16 W. 9TH, SHAWNEE, OKLAHOMA AT 5:30P.M. ON JULY 15, 2013 FOR DISCUSSION OF THE COMMUNICATIONS UPGRADE PROJECT.

WITNESS MY HAND THIS 10TH DAY OF JULY, 2013.

s/s Brian McDougal
BRIAN MCDUGAL
CITY MANAGER

(SEAL)

ATTEST:

s/s Phyllis Loftis
PHYLLIS LOFTIS, CMC, CITY CLERK

CALL TO ORDER AT 5:44 P.M.

DECLARATION OF A QUORUM

Roll was called with four Commissioners present and a quorum was declared.

AGENDA ITEM NO. 1: Discussion of the Communications Upgrade Project.

City Manager Brian McDougal began the discussion by explaining the proposed lease with Motorola which will be considered during the city commission meeting later. He stated that this project has been a priority for quite some time and has been on the Capital Improvement list for 2 or 3 years. The City Manager then turned the presentation over to Emergency Management Director Don Lynch.

Mr. Lynch provided briefing documents regarding the upgrade project. He gave a brief history of the current state of our communication system and also spoke regarding the “dead” radio coverage areas in the northern part of the City. Mr. Lynch listed the following projects that will be completed if the proposed upgrade is approved:

- a. Upgrade Existing Intelli-Repeater Site at Shawnee City Hall. The proposed upgrade will replace seven Motorola Quantar Repeaters that are at the end of the product life and add three additional repeaters for a total of ten.
- b. Maintenance on Existing Antenna Monopole at Shawnee City Hall. The project will provide labor and materials to
 - Strip the monopole of all antennas, scrape the paint, wash and prime the pole then repaint.
 - Replace climbing pegs that are missing
 - Replace all of the banding and refasten antenna standoffs to the tower and replace rested components
 - Replace all antennas and feedline
- c. Replace and Upgrade Existing Radio Consoles in Dispatch Center at Shawnee City Hall. This project will replace the three existing consoles which are near the end of product life and add an additional four consoles, bring the total number of consoles to seven.
- d. Add a New Intelli-Repeater Site at the Water Tower on North Kickapoo. This site will add ten additional repeaters and will improve the poor coverage in the north part of town.

- e. Replacement of Subscriber Radios in Public Safety Vehicles. The project proposes to replace 140 mobile and portable radios in the Police and Fire Departments. The old radios will be transferred to general government use.
- f. New VHF and UHF Radios for Emergency Management. This will improve the ability to activate the outdoor warning devices and will also be used by the fire department as a secondary means of alerting fire stations of calls for service.

Mr. Lynch then discussed the project cost estimate. Equipment to be funded under the proposed Lease/Purchase from Motorola will total \$2,065,746.00. The equipment to be funded by the City of Shawnee totals \$114,075.00. The total project cost is \$2,179,821.00.

AGENDA ITEM NO. 2:

ADJOURNMENT

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:19 p.m.)

WES MAINORD,
MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JULY 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, July 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

Absent
Commissioner Ward 5

Absent
Commissioner Ward 6

ABSENT: Pam Stephens, John Winterringer, Steve Smith

INVOCATION

Lord's Prayer led by Mayor Mainord

FLAG SALUTE

Led by Commissioner Hall

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 4-0.

AYE: Harrod, Hall, 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. 12 a and SMA Agenda Item No. 2 b.
- b. Minutes from the July 1, 2013 regular meeting.
- c. Budget Amendment – 2006 CDBG Entitlement Grant Fund FY 2013-2014.
Appropriate 2006 CDBG Entitlement Funds for FY2013-2014 (Rollover)
- d. Budget Amendment – 2009 CDBG Entitlement Grant Fund FY 2012-2013.
Appropriate 2009 CDBG Entitlement Funds for FY2013-2014 (Rollover)
- e. Budget Amendment – ODOC NSP Program Income Fund FY 2013-2014
Appropriate NSP Funds from ODOC for Housing Rehabilitation Program Income FY 2013-2014 (Rollover)
- f. Acknowledge the following minutes and reports:
 - Planning Commission minutes from June 5, 2013
 - License Payment Report for June 2013
 - Project Payment Report for June 2013
- g. Approve staff recommendation for Safety National to provide excess liability coverage for the City's self-insured Worker's Compensation Program.
- h. Authorize Police Department to purchase four (4) 2014 Ford police interceptor SUV's from the Bob Hurley dealership at a cost of \$26,433.00 each.
- i. Approve settlement of John Akins from the Worker's Compensation Court.
- j. Lake Leases Transfer and Renewal:
Transfers:

- Lot 14 Magnino A Tract, 17312 Magnino Road
From: Ronald Mitchell
To: Ronald Mitchell and Marcie Mitchell
- Lot 13 Magnino Tract, 16708 Clearpond Lane
From: Steve Parsons
To: Steve Parsons and Cindy Parsons
- Lot 7 Hart Tract, 16211 Hart Road
From: Jim Davis
To: Alvin Woodrell and Lynne Woodrell
- Lot 6 Hart Tract, 16209 Hart Road
From: Jim Davis
To: Alvin Woodrell and Lynne Woodrell

Renewals:

- Lot 1 Johnston Tract, 16816 Magnino Road
Jerry Roberts and Deborah Roberts
- Lot 4 Eckel Tract, 15400 Eckel Road
Bobby Cox and Janelle Cox
- Lot 9 Belcher Tract, 15605 Nickens Road
Patricia Cunningham and Edward Hall
- Lot 2 Hart Tract, 16105 Hart Road
John Bracklein
- Lot 4 Seck Tract, 33712 Post Office Neck
Dana Myers

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the Consent Agenda Item Nos. 2(a-j). Motion carried 4-0.

AYE: Harrod, Hall, Agee, Mainord

NAY: None

AGENDA ITEM NO. 3:

Commissioners Comments

Vice Mayor Harrod stated that although he was out of town during July 4th, he has heard the Glory Daze celebration was great.

Commissioner Agee complimented the City for doing a great job picking up storm debris.

AGENDA ITEM NO. 4:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

There was no Citizens Participation.

AGENDA ITEM NO. 5:

A public hearing and consideration of an Ordinance with a Conditional Use Permit for property located at 31504 Westlake Road.

Case #P09-13 Applicant: Tonya Jennings

Mayor Mainord declared a public hearing in session to consider an ordinance with a Conditional Use Permit for property located at 31504 Westlake Road. No one appeared in favor or against said rezoning and the public hearing was closed.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve the ordinance with a Conditional Use Permit for property located at 31504 Westlake Road with the following conditions:

1. The manufactured home must meet the zoning setback requirements for the A-1 Zone.
2. The home must be the proposed home shown in the application submitted by the applicant or substantially similar in condition.

Ordinance No. 2512NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 70 FEET NORTH OF THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (W/2 NW/4 NW/4 SE/4) OF SECTION NINE (9), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE WEST

223.3 FEET; THENCE NORTH 195 FEET; THENCE EAST 223.3 FEET; THENCE SOUTH 195 FEET TO THE POINT OF BEGINNING, REZONING SAID PROPERTY FROM A-1; AGRICULTURAL TO A-1: AGRICULTURAL WITH A CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 4-0.

AYE: Hall, Harrod, Mainord, Agee

NAY: None

Ordinance No. 2512NS was adopted by the City Commission.

AGENDA ITEM NO. 6: Consider approval of a final plat for Wyndemere Addition Section I located East MacArthur, west of North Bryan.
Case #S06-13 Applicant: Greg Brown Homes, LLC

Community Development Director Justin Erickson gave the staff report, stating that this request was for a 17 acre tract which will consist of 43 building lots. Mr. Erickson stated that the Planning Commission voted to recommend approval and that it was staffs' recommendation as well. A motion was made by Commissioner Hall, seconded by Commissioner Agee, to approve the final plat for Wyndemere Addition Section I located East MacArthur, west of North Bryan with the following conditions:

1. Construction of public and other site improvements shall be in accordance with the engineering plans reviewed and approved by the City Engineer.
2. The two deviations approved as part of the preliminary plat (Regency Court and Woodlawn Court) are valid and carry to the final plat.
3. A six-foot sidewalk shall be installed along MacArthur Street prior to recording of the Final Plat-Phase I.
4. Common Area "A" and "8" shall be maintained by the developer or homeowner's association and a copy of the associated covenants shall be submitted concurrent with submittal of the final recorded plat.
5. All lots shall meet the R-1 dimensional standards unless otherwise modified through a variance or Planned Unit Development process.
6. All other applicable City rules and standards apply.
7. A note shall be included in the recorded covenants stating that the site is adjacent to A-1 zoned land and that agricultural activities may take place.

Motion carried 4-0.

AYE: Hall, Agee, Harrod, Mainord

NAY: None

COMMISSIONER SMITH ARRIVED AT 6:42 P.M.

AGENDA ITEM NO. 7: Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan and refund of contributions from the Defined Contribution Plan for Darrell Freeman.

Human Resources Director Tammy Johnson explained that a request for a lump sum distribution must appear on the agenda as an item for consideration, as opposed to a monthly retirement distribution which can be approved on the Consent Agenda. A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan and refund of contributions from the Defined Contribution Plan for Darrell Freeman. Motion carried 5-0.

AYE: Harrod, Agee, Mainord, Hall, Smith

NAY: None

AGENDA ITEM NO. 8: Consider a resolution of support for nomination of Wes Mainord to the OML Board of Directors, District 5.

Resolution No. 6452 was introduced.

A RESOLUTION OF SUPPORT FOR THE APPOINTMENT OF WES MAINORD, MAYOR, CITY OF SHAWNEE, TO THE DISTRICT FIVE (5) SEAT ON THE BOARD OF DIRECTORS OF THE OKLAHOMA MUNICIPAL LEAGUE; DECLARING SAID APPOINTMENT TO BE FOR THE BENEFIT OF THE CITY OF SHAWNEE, OKLAHOMA, AND OTHER MUNICIPALITIES WITHIN THE DISTRICT; AND DECLARING THE MISSION OF THE OKLAHOMA MUNICIPAL LEAGUE TO BE FOR THE PUBLIC PURPOSE.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve a resolution of support for nomination of Wes Mainord to the OML Board of Directors, District 5. Motion carried 5-0.

AYE: Harrod, Hall, Smith, Agee, Mainord

NAY: None

AGENDA ITEM NO. 9:

Consider a resolution and Lease/Purchase Agreement with Motorola for replacement and upgrade of radio equipment.

Resolution No. 6453 was introduced.

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT ON EQUIPMENT.

Emergency Management Director Don Lynch introduced Ryan Delaney and Chris Howard of Motorola who were present to answer any questions. After a brief discussion, a motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve a resolution and Lease/Purchase Agreement with Motorola for replacement and upgrade of radio equipment. Motion carried 5-0.

AYE: Harrod, Hall, Smith, Agee, Mainord

NAY: None

AGENDA ITEM NO. 10:

Acknowledge Sales Tax Report received July 2013.

Cynthia Sementelli, Finance Director, reported that July Sales Tax receipts were down \$37,309.00 this month or 2.62% compared to last year actual for the same time frame. July Sales tax amount received plus interest was \$1,385,055.00.

AGENDA ITEM NO. 11:

City Manager Report

Brian McDougal, City Manager, reported as follows:

- Steve Nelms has been appointed as the Utility Director
- Kerri Quarry is the new Executive Secretary to the City Manager
- He is continuing to interview for the Assistant Airport Manager position.
- The Avedis Foundation grant schedule is August and April. The City intends to provide them letters of intent which is the first step in the grant process. Items that may be considered in the grant application will be Municipal Auditorium heat and air project, sidewalks in the vicinity of the YMCA, various sidewalks within the City, Municipal Pool and Woodland Veterans Park and First Aid kits for all police vehicles.

- A visit to the 911 facility in Lawton is scheduled for July 24, 2013.
- Misinformation arising from the Special Call Pottawatomie County Development Authority meeting on July 12, 2013 regarding the City's possible assumption of PCDA. He and Dr. Joe Taron will be attending the OWRB meeting on July 16, 2013 regarding this same issue.

AGENDA ITEM NO. 12:

Consider Bids:

- a. Exterior Restoration, Exterior Painting and Window Replacement for the Shawnee Municipal Auditorium (Open)

BIDDER

AMOUNT

Commercial Waterproofing LLC
Broken Arrow, OK

\$112,670.00
did not bid option

Mid-Continental Restoration Co.
Fort Scott, KS

\$181,000.00
with option +\$1,500.00

Director of Operations James Bryce 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 Hall, to defer the bid award to the August 5, 2013 Shawnee Municipal Authority meeting. Motion carried 5-0.

AYE: Harrod, Hall, Smith, Agee, Mainord

NAY: None

AGENDA ITEM NO. 13:

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. 14:

Administrative Reports

There was no Administrative Reports.

AGENDA ITEM NO. 15: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:11 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 08/05/2013

Budget Amendment Capital Fund 301

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment Capital Fund 301

These are rollover's from last year budget for projects that were not completed before year end

Attachments

Budget Amendment Capital Fund 301

Regular Board of Commissioners

2. d.

Meeting Date: 08/05/2013

Budget Amendment CDBG 2007

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment FY 2013-2014 2007 CDBG Entitlement Grant

Appropriate 2007CDBG Entitlement Funds for FY2013-FY2014(Rollover)

Attachments

Budget Amendment CDBG 2007

Regular Board of Commissioners

2. e.

Meeting Date: 08/05/2013

Budget Amendment CDBG 2010

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment FY 2013- 2014 2010 CDBG Entitlement Grant

Appropriate 2010 CDBG Entitlement Funds for FY 2013-2014 (Rollover)

Attachments

Budget Amendment CDBG 2010

Regular Board of Commissioners

2. f.

Meeting Date: 08/05/2013

Budget Amendment CDBG 2011

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment FY 2013-2014 2011 CDBG Entitlement Grant

Appropriate 2011 CDBG Entitlement Funds for FY2013-2014 (Rollover)

Attachments

Budget Amendment CDBG 2011

Regular Board of Commissioners

2. g.

Meeting Date: 08/05/2013

Budget Amendment CDBG 2008

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment FY 2013-2014 2008 CDBG Entitlement Grant Fund

Appropriate 2008 Entitlement Funds for FY2013-2014 (Rollover)

Attachments

Budget Amendment CDBG 2008

City of Shawnee
Budget Amendment - FY 2013-2014
2008 CDBG Entitlement Grant Fund
July 16, 2013

Estimated Revenue or Fund Balance

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
183	4101	C08		Federal Grant Revenue	-	2,178.38	2,178.38
				Total		2,178.38	

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
183	5.1420.5370	C08	14205370	Housing Rehabilitation	-	2,178.38	2,178.38
					-		-
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						2,178.38	

Approved by the City Commission this
16th day of July, 2012.

Explanation of Budget Amendment:
Appropriate 2008 CDBG Entitlement Funds for FY 2013 - FY 2014 (Rollover).

Approved:

Mayor

Attest:

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

Regular Board of Commissioners

2. h.

Meeting Date: 08/05/2013

Budget Amendment CDBG 2012

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment FY 2013-2014 2012 CDBG Entitlement Grant

Appropriate 2012 CDBG Entitlement Funds for FY 2013-2014

Attachments

Budget Amendment CDBG 2012

**City of Shawnee
Budget Amendment - FY 2013-2014
2012 CDBG Entitlement Grant Fund
July 15, 2013**

Estimated Revenue or Fund Balance

Fund Number	Account Number	Project Code	Line Item	Description	Balance	Amount of	Balance
					Before Amendment	Increase (Decrease)	After Amendment
188	4101	C12		Federal Grant Revenue	-	239,830.11	239,830.11
188	4830	C12		Program Income	-	50,000.00	
188	4850	C12		Processing Fees - Legal	-	1,000.00	1,000.00
				Total		290,830.11	

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance	Amount of	Balance
					Before Amendment	Increase (Decrease)	After Amendment
188	5.1410.5201	C12	14105201	Office & Computer Supplies	-	1,500.00	1,500.00
188	5.1410.5220	C12	14105220	Tools & Minor Equipment	-	50.00	50.00
188	5.1410.5250	C12	14105250	Other Materials & Supplies	-	500.00	500.00
188	5.1410.5303	C12	14105303	Repair & Maintenance-Equipment	-	50.00	50.00
188	5.1410.5304	C12	14105304	Repair & Maintenance-Vehicle	-	400.00	400.00
188	5.1410.5310	C12	14105310	Legal Services	-	2,612.50	2,612.50
188	5.1410.5325	C12	14105325	Telephone	-	500.00	500.00
188	5.1410.5328	C12	14105328	Copy Usage	-	300.00	300.00
188	5.1410.5329	C12	14105329	Postage & Shipping	-	700.00	700.00
188	5.1410.5339	C12	14105339	Other Contractual Services	-	117.35	117.35
188	5.1410.5349	C12	14105349	Books & Subscriptions	-	5.81	5.81
188	5.1410.5354	C12	14105354	Printing	-	1,000.00	1,000.00
188	5.1410.5356	C12	14105356	Land & Building Rental	-	9,464.00	9,464.00
188	5.1420.5101	C12	14205101	Rehab - Regular Salaries	-	59,172.06	59,172.06
188	5.1420.5102	C12	14205102	Rehab - Overtime	-	3,425.25	3,425.25
188	5.1420.5104	C12	14205104	Rehab - Longevity	-	1,238.40	1,238.40
188	5.1420.5111	C12	14205111	Rehab - FICA	-	3,811.11	3,811.11
188	5.1420.5112	C12	14205112	Rehab - Medicare	-	891.84	891.84
188	5.1420.5113	C12	14205113	Rehab - Health Insurance	-	6,942.18	6,942.18
188	5.1420.5114	C12	14205114	Rehab - Life Insurance	-	77.86	77.86
188	5.1420.5115	C12	14205115	Rehab - OMRF	-	16,932.75	16,932.75
188	5.1420.5370	C12	14205370	Housing Rehabilitation	-	90,709.00	90,709.00
188	5.1420.5371	C12	14205371	Emergency Rehab Assistance	-	39,430.00	39,430.00
						239,830.11	

Approved by the City Commission this
15th day of July, 2013

Explanation of Budget Amendment:
Appropriate 2012 CDBG Entitlement Funds for FY 2013 - FY 2014

Approved:

Mayor

Attest:

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

City Clerk

Regular Board of Commissioners

2. i.

Meeting Date: 08/05/2013

Budget Amendment HOME Rehab

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment FY 2013-2014 HOME Rehab Program Income

Appropriate HOME Grant Program Income for Housing Rehabilitation FY 2013-2014 (Rollover)

Attachments

Budget Amendment HOME Rehab

Regular Board of Commissioners

2. j.

Meeting Date: 08/05/2013

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 May 16, 2013

Attachments

SCCDA 5-16-13

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
MAY 16, 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, MAY 16, 2013 AT 12:45 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 5/14/2013 AT 10:00AM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:42 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, KINLEE FARRIS CYB 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.6

APPROVAL OF MINUTES APRIL 2013.

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

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

AGENDA ITEM NO.9

APPROVAL OF GENERAL CLAIMS.

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

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

General Claims

A.	Locke Supply	Grounds Maintenance	\$ 76.93
B.	Oklahoma Natural Gas	Monthly Utilities	\$ 538.64
C.	Oklahoma Gas & Electric	Monthly Utilities	\$ 11,197.73
D.	Charley's Golf Carts	Equipment Maintenance	\$ 10.00
E.	Constellation Energy	Monthly Utilities	\$ 1,844.50
F.	Integrated Network Solutions	Computer Maintenance	\$ 1,364.98
G.	Oklahoma Natural Gas	Monthly Utilities	\$ 941.20
H.	Bankers Credit Card Services	Monthly Payments	\$ 215.71
I.	Arvest Bank	Monthly Utilities	\$ 502.69
J.	Grimsley's	Supplies	\$ 1,351.82
K.	AT&T Mobility	Monthly Utilities	\$ 46.96
L.	Vision Bank	Loan Payments	\$ 1,031.02
M.	Yort's	Equipment Maintenance	\$ 175.00
N.	INS	Computer Maintenance	\$ 795.93
O.	Central Disposal	Grounds Services	\$ 420.00
P.	County Wide News	Advertising	\$ 700.00
Q.	Clemence Tire LLC	Equipment Maintenance	\$ 139.96
R.	OK Tax Commission	Sales Tax	\$ 1,603.06
S.	City of Shawnee	Surcharge	\$ 1,312.00
T.	24 Hour Lockout Service	Bldg Maintenance	\$ 215.00
U.	Arrowhead Machinery	Equipment Maintenance	\$1,266.00
V.	Finley & Cook	Accounting Services	\$ 202.00
W.	Titan Security	Security Money	\$ 240.00
X.	John Deere Financial	Supplies	\$ 127.99
Y.	Allegiance Communications	Internet Services	\$ 199.95
Z.	Armstrong Pest Control	Bldg & Grounds Maintenance	\$ 125.00
AA.	City of Shawnee	Monthly Utilities	\$ 780.83

General Claims cont.

BB.	COX Systems	Equipment Maintenance	\$ 120.00
CC	.United Specialty Advertising	Advertising	\$ 499.00
DD..	Shawnee Office Systems	Equipment Maintenance	\$ 57.73
EE.	Fuelman	Monthly Fuel	\$ 1,049.63
FF.	AT&T	Monthly Utilities	\$ 2,044.29
GG.	Cintas	Uniforms	\$ 268.98

Add On's

General Claims:

A.	Heritage Embroidery	IFYR 2012 Inventory Extras	\$ 1,500.00
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AGENDA ITEM NO. 10

APPROVAL OF SPECIAL EVENT CLAIMS

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

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

NAY: NONE

ABSTAIN:

Special Events
IFYR 2013 Claims

A.	Western Sports Publishing	\$ 1,974.50
B.	HASCO	\$ 130.47
C.	Sign Factory	\$ 360.00
D.	Rainbow Racing Systems	\$ 478.89
E.	The Arizona Jackpot	\$ 660.00
F.	Extreme Team News	\$ 75.00
G.	Cowboy Times Magazine	\$ 600.00
H.	Lee Woodside	\$ 48.00
I.	Michael McCormick	\$ 300.00

AGENDA ITEM NO.11

APPROVAL OF SHAVINGS CLAIMS

NONE

AGENDA ITEM NO.12

DISCUSSION CONSIDERATION AND POSSIBLE ACTION TO ACCEPT CBEW AUDIT ENGAGEMENT LETTER

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

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

AGENDA ITEM NO.19

ADJOURNMENT

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

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



CHAIRMAN: MR. KARL KOZEL



SECRETARY: MR. BRIAN MCDUGAL

Regular Board of Commissioners

2. k.

Meeting Date: 08/05/2013

MOU Dist Attorney

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve Memorandum of Understanding with District Attorney's Office, 23rd Judicial District and the Shawnee Police Department for services to victims of domestic violence and sexual assault – STOP Violence Against Women Grant.

Attachments

Violence Against Women Grant

MEMORANDUM OF UNDERSTANDING

STOP Violence Against Women Grant

This Memorandum of Understanding is entered into between District Attorney's Office, 23rd Judicial District and Shawnee Police Department. The purpose of this understanding is to set forth the agreements of operations for services to victims of domestic violence and sexual assault in Shawnee, Pottawatomie County, Oklahoma, District 23.

This MOU covers the period of January 1, 2014 to December 31, 2014. Pursuant to this agreement each party shall perform in like manner according to the requirements listed below.

Shawnee Police Department shall:

1. Have a police officer available 24 hours per day, 365 days per year as needed to assist victims with emotional, physical, and psychological recovery needs.
2. For rape victims, be available to assist with the completion of a rape kit for use as evidence in prosecutorial circumstances. The police officer will explain to the victims the steps necessary to complete the exam to prepare them for the process.
3. Make transportation available from hospitals, police offices, investigators offices, etc, to a shelter if needed or desired by the victim.
4. After initial reporting, share information freely with the prosecutorial team for the purpose of gathering evidence.
5. Act as liaison between the prosecution team and victim to assist with keeping victims informed of the progress of each individual case.
6. Be responsive to all investigative follow-up requests.

District Attorney's Office shall:

1. Make available an investigator, as needed, or requested by law enforcement, to assist with the investigative needs of each case.
2. Request assistance of a police officer for each case from Shawnee Police Department providing the victim is in agreement. This is to ensure or enhance the long-term emotional stability of the victim.
3. Appoint liaison that is properly informed, to assist keeping victims informed of the progress of their individual cases, and notified of delays or impediments to the progress of individual cases. Generally this can be accomplished through the Prosecutorial team.

4. Share information freely with Shawnee Police Department for purposes of providing the most comprehensive services to victims, encompassing conflicting information, evidence, resources, etc.
5. Coordinate with law enforcement, transportation for victims to hospitals, investigative offices, etc. for completion of prosecutorial needs.
6. Never disclose the location of a shelter.

By signing the MOU, the parties agree to uphold the terms of MOU. Any party may amend their roles and responsibilities of the MOU by the written request and mutual approval. Any party may terminate their participation in the MOU with two weeks written notice. MOU will be reviewed annually.

Brian McDougal, City Manager

ATTEST:

Phyllis Loftis, CMC, City Clerk

Date

District Attorney

Date

Regular Board of Commissioners

2. I.

Meeting Date: 08/05/2013

Ext Contract IAFF

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve extension of Contract with International Association of Firefighters, Local No. 206.

Regular Board of Commissioners

2. m.

Meeting Date: 08/05/2013

Fire Dept SAFER Grant

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Accept and approve the SAFER (Staffing of Adequate Fire & Emergency Response) Grant to begin on October 23, 2013.

Attachments

SAFER Grant

CITY OF SHAWNEE FIRE DEPARTMENT

16W Ninth
Shawnee, Oklahoma 74802
405-878-1556 • Fax 405-878-1631

ADMINISTRATION

David Short, Fire Chief
405-878-1556

Dru Tischer, Deputy Chief
405-878-1538

Date: August 5, 2012
To: Mayor and City Commissioners
From: David Short, Fire Chief
Re: Acceptance of SAFER grant award

Mr. Mayor and Commissioners,

NATURE OF REQUEST

In August 2012, we received permission from the Commission to apply and seek the SAFER grant. It is my pleasure to announce that we have been notified by FEMA that our application for the SAFER (Staffing of Adequate Fire & Emergency Response) grant has been approved for award. The award is for a total of \$675,870.00 which will fully fund 6 additional firefighter positions for 2 years. This is a no cost share award and would begin on Oct 23, 2013. In order for us to receive this award it must be approved and accepted by the city Commission.

STAFF ANALYSIS, CONSIDERATIONS

Our staff put in many hours of work to research NFPA 170 staffing standard, our history of calls, overtime usage and financial benefits of having this grant. Chief Tischer has worked close with Finance Director Sementelli to evaluate the financial benefits. In this study, comparisons of being short of the minimum number of personnel and calling back overtime to fill this shortage versus taking advantage of this grant would not only be a considerable financial savings but effect the safety, welfare and success rate in an emergency situation. This grant will allow us to meet the requirements of NFPA standard on minimum staffing at a structure fire at a zero dollar amount for 2 years. These 2 additional firefighters per shift will allow us to have a minimum of 13 firefighters on duty most of the time. The attached memos detail the differences and advantages. If you should elect not to approve this grant, we will not be allowed to apply for it at any other time.

RECOMMENDATION

When we sought your approval to seek this grant, we were convinced this would definitely be to the city's advantage to have. In the research and study during the application process, our belief has been strengthened to lead us to believe this would be an excellent opportunity for the city to take advantage of. We recommend the Commission accept the award.

BUDGET CONSIDERATIONS

Acceptance of this award could potentially have a \$1,158,341.44 savings effect to the city over the 2 years. (see attachment). This would include wages and benefits for 6 firefighters and unscheduled OT expense. Although there is no grant requirement to retain these positions

following the 2 year period, using past OT numbers, minus overtime expenses saved, it would cost approximately \$97,000.00 yearly for six firefighters. The SAFER could be re-applied for to retain these firefighters if financial burdens exist at the end of the 2 year period.

We would appreciate your consideration for accepting this award.

Shawnee Fire Department FY2012 SAFER Grant Request Comparison

# of Firefighters Requested	Grant Funds Requested/yr	Total Grant Funds Requested (2 yr)	Total Cost/yr After Grant	Total Overtime Saved/yr Using 2011 Figures	Total Overtime Savings During Grant Period of Performance
6	\$337,716.78	\$675,433.56	\$337,716.78	\$241,453.94	\$482,907.88
6 Additional FF Potential Grant Fund Impact (Award + 2yr OT savings)				\$1,158,341.44	
Total Budget Increase Required to Retain FFs After Grant Period of Performance (Total Cost/yr minus Total Overtime Saved)				\$96,262.84	
Grant Request Priority Based on SFD Current Ability to Comply with NFPA 1710 Staffing Requirements (using published priorities in FY2012 SAFER Program Guidance)				High	
Grant Request Priority Based on SFD Ability to Comply with NFPA 1710 Staffing Requirements If Awarded (using published priorities in FY2012 SAFER Program Guidance)				High	



CITY OF SHAWNEE FIRE DEPARTMENT



ADMINISTRATION

David Short, Fire Chief
405-878-1556

Dru Tischer, Deputy Fire Chief
405-878-1538

16 West Ninth
Shawnee, Oklahoma 74802
405-878-1556 • Fax 405-878-1618

DATE: August 1, 2012
TO: Mayor, Vice Mayor, City Commissioners
CC: City Manager, Finance Director
FROM: David Short, Fire Chief
SUBJECT: Request permission to submit SAFER Grant request to FEMA

I would like to respectfully request permission for our department to submit a grant request through FEMA's FY2012 Staffing for Adequate Fire and Emergency Response (SAFER) program. Specifically, I would request permission to submit a grant request with the following details:

- 6 additional firefighters at a cost of \$337,716.78/year (\$56,286.13/firefighter per year)

The SAFER grant currently has a 2 year period of performance for which there is no cost share required from the municipality. This would make our total grant request \$675,433.56. Please see the below explanation of the SAFER grant program and the attached spreadsheet that details why we are requesting 6 personnel with this year's request.

What is SAFER ?

It is an annual, federally-funded grant program that is administered by FEMA and provides funding directly to municipalities to re-hire firefighters that have been laid-off, retain firefighters that are facing lay-offs or hire additional firefighters. The goal of the program is to, "enhance the local fire department's ability to comply with staffing, response and operational standards established by NFPA 1710.

How would our fire department fit into the program's priorities?

We should fit pretty well; we need more firefighters and financial assistance to hire them. The goal of the program is to get departments in compliance with NFPA 1710, which states that our department should be able to put 14 firefighters on the fire-ground within the first 8 minutes of a fire 90% of the time. This 14 firefighter standard is for a "normal" structure fire which is listed as 2,000 square feet. Currently, our shift minimum manning is 11 personnel and that is what we respond with a majority of the time. If we make a request, it would be to hire additional firefighters, which is the lowest priority of this year's SAFER program.

What could a SAFER award do for us ?

Operationally, two more firefighters per shift would have an immediate and measurable increase in firefighter safety and department effectiveness. In 2011, our department ran 4,426 calls which included 100 structure fires. More importantly we spent 6,446.05 hours on a call in 2011 which represents a 29% increase over 2010. We cover the city limits plus roughly 100 square miles of unincorporated property that is becoming more populated every day. Two additional firefighters per shift would mean that we would have 13 firefighters on duty most of the time. With at least one staff officer responding to the scene to serve as the incident safety officer or other needed capacity, we would be able to comply with the NFPA 1710 standard a majority of the time within our interior city limits.

Financially, two more firefighter per shift would have saved the city 8,243 hours of overtime in 2011. A conservative estimate of costs for this overtime is \$241,453.94.

Regular Board of Commissioners

2. n.

Meeting Date: 08/05/2013

Accept Harrison & I-40 Project

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acceptance of Harrison and I-40 Median Beautification Project and completion of affidavit for grant reimbursement.

Attachments

Harrison & I-40 Project

TRANSPORTATION ENHANCEMENT PROGRAM

CERTIFICATE OF PROJECT COMPLETION

State Job No. : 26882(04) **F.A. Project No.:** STP-163E(336)EH

Project Sponsor: City of Shawnee

Project Title: Harrison & I-40 Median Beautification Project

AFFIDAVIT

I, Wes Mainord, City of Shawnee Mayor, _____ of lawful age, and having been first duly sworn, on oath states:

1. That (s)he is the agent authorized by the **SPONSOR** to execute and submit this document to the State of Oklahoma.

2. That the implementation of the referenced project is now considered to be complete and all work has been accepted.

3. That the project has been contracted for and designed in accordance with the applicable provisions of the Project Agreement.

4. That all construction activities were performed in accordance with the associated construction plans or applicable manufacturer=s instructions.

5. That all materials purchased and installed did meet the specifications for materials purchased and installed on this project.

FURTHER AFFIANT SAYETH NOT

Affiant

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

Mayor
WES MAINORD



The City of Shawnee
Office of the Director of Operations

P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1529 Fax (405) 878-1593
www.ShawneeOK.org

Commissioners

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

Date: 07/31/2013
To: Mayor and City Commissioners
From: James Bryce, Director of Operations

RE: Harrison & I-40 Median Beautification Project

Acceptance of the Harrison & I-40 Median Beautification Project

Staff from the City, ODOT, and Primary Contractor held a meeting on site to look at and confirm that the Harrison & I-40 Median Beautification Project was complete and was ready for acceptance. In order to submit the form for reimbursement of the grant funds, the attached Affidavit needs to be approved and returned to ODOT for their files.

It is Staff's recommendation that the Affidavit be approved.

Staff is also looking into improvements to the back of the sign to tie it in with the front. Recommendation is to rock the back of the sign matching the stone used on the front. This should kick off soon with funds coming from Budgeted Beautification Funds in the Third Penny Sales Tax Capital Account.

Original encumbered amount	\$98,624.00
Final payment amount	\$112,911.75
Grant reimbursement	\$58,489.60

Funding for this project came from the Third Penny Sale Tax and was budgeted in the Beautification Projects line item in the 2012/2013 fiscal Year account #301 5-0940-5420 309 0940-03.

Project total ran over due to the availability and quality of plants specked out in the original bid documents.

Regular Board of Commissioners

2. o.

Meeting Date: 08/05/2013

Refund Retirement Defined Contributions C. Elwell

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Celia Elwell.

Regular Board of Commissioners

2. p.

Meeting Date: 08/05/2013

Lake Leases

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Lake Leases Transfer and Renewal:

Transfer:

- Lot 20 Belcher Tract, 33404 Post Office Neck
From: Bill Barnett and Paula Barnett
To: Paula Barnett and Kenneth Smith

Renewals:

- Lot 10 Renfro Tract, 15805 Sleepy Hollow Road
Cindy Woods and Steve Woods
 - Lot 3A Johnston Tract, 16804 Magnino Road
Ronald Hughes and Susan Hughes
 - Lot 1 Mosler Tract, 16200 Archery Road
Mehdi Azimi
-

Attachments

Transfer Lot 20 Belcher Tract

Renew Lot 10 Renfro Tract

Renew Lot 3A Johnston Tract

Renew Lot 1 Mosler Tract



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

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

Date	7/11/2013	License No. #023443
Type	<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer <i>(Fee: \$1,000 N/A)</i>	
Commission Meeting Date	8/05/2013	
Property Address	33404 POST OFFICE NECK	
Lake Site Location	LOT 20 BELCHER TRACT	
Lease Dates		
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	PAULA BARNETT KENNETH SMITH	
Address	See File	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	BILL AND PAULA BARNETT	
Address	See File	
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if no, due:)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	2/15/2013	
Misc. Comments		
	Total Charges Paid: \$712.00	



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

Date	7/11/2013	License No. #010188
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (<i>Fee: \$1,000</i>)
Commission Meeting Date	8/05/2013	
Property Address	15805 Sleepy Hollow Road	
Lake Site Location	Lot 10 Renfro Tract	
Lease Dates	8/19/2012 - 8/18/2043	
Lease Fee (changes annually)	\$699.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee		
Name(s)	Cindy and Steve Woods	
Address	See File	
Phone		
Current Lessee (if applicable)		
Name(s)	N/A	
Address		
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if no, due:)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	10/17/2012	
Misc. Comments		
	Total Charges Paid: \$699.00	



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

Date	7/11/2013	License No. #014935
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (<i>Fee: \$1,000</i>)
Commission Meeting Date	8/05/2013	
Property Address	16804 MAGNINO ROAD	
Lake Site Location	LOT 3A JOHNSTON TRACT	
Lease Dates	7/08/2013 – 7/08/2044	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00	Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lessee (Transfer To)		
Name(s)	RONALD AND SUSAN HUGHES	
Address	See File	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	N/A	
Address		
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if no, due:)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	7/02/2012	
Misc. Comments		
	Total Charges Paid: \$712.00	



City of Shawnee
Community Development Department
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www.ShawneeOK.org

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

Date	7/11/2013	License No. #014628
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	8/05/2013	
Property Address	16200 Archery Range Road	
Lake Site Location	Lot 1 Mosler Tract	
Lease Dates	6/03/2013 – 6/02/2044	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	Mehdi Azimi	
Address	See File	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	N/A	
Address		
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if no, due:)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	6/17/2013	
Misc. Comments	Total Charges Paid: \$712.00	

Regular Board of Commissioners

5.

Meeting Date: 08/05/2013

Beautification Committee Awards

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Mayor's Presentation of City of Shawnee Beautification Committee Awards to:

- Mabee Gerrer Museum
 - Langley Management Company
 - Consultant Services LLC
 - Kathryn Simon
-

Attachments

Beautification Committee Awards

Mayor
WES MAINORD



The City of Shawnee
Office of the Director of Operations

P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1529 Fax (405) 878-1593
www.ShawneeOK.org

Commissioners

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

Date: 7/31/2013
To: Mayor and City Commissioners
From: James Bryce, Director of Operations
RE: City of Shawnee Beautification Committee Awards

Mayor's Presentations

The City of Shawnee Beautification Committee twice a year takes nominations on yards and businesses and considers them for an award. The winners for the First round are:

1. Mabee Gerrer Museum
1900 W. Macarthur
Dane Pollei will be accepting award
2. Langley Management Co.
1010 E. Macarthur
Mike Langley will be accepting award
3. Consultant Services LLC
678 W. Kickapoo Spur
Candace Roberts Could not Attend commission meeting
4. Kathryn Simon
921 E. Main St.
Could not confirm attendance

Regular Board of Commissioners

6.

Meeting Date: 08/05/2013

Resolution Pool Financing

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on a resolution approving the incurrence of indebtedness by the Shawnee Municipal Authority for financing of the Municipal Pool.

Attachments

Authorizing SMA Note for Municipal Pool Improvements

RESOLUTION NO. ____

A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE SHAWNEE MUNICIPAL AUTHORITY (THE "AUTHORITY") ISSUING ITS SALES TAX REVENUE NOTE, SERIES 2013 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE NOTE INDENTURE, AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY OF SHAWNEE, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO THE YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUES; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

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

SECTION 1. INDEBTEDNESS AUTHORIZED. The Shawnee Municipal Authority (the "Authority") is hereby authorized to incur an indebtedness by the issuance of its Sales Tax Revenue Note, Series 2013 in the amount of \$3,040,000.00 (the "Note"), all according to the terms and conditions of a Series 2013 Supplemental Note Indenture, as it supplements and amends a Note Indenture dated as of December 1, 2011, both by and between the Authority and BancFirst, Oklahoma City, Oklahoma, as Trustee (collectively, the "Note Indenture"), provided that said Note shall never constitute a debt of the City of Shawnee, Oklahoma (the "City").

SECTION 2. ORGANIZATIONAL DOCUMENT SUBJECT TO NOTE INDENTURE. The organizational document creating the Authority, is hereby made subject to the terms of the Note Indenture authorizing the issuance and securing the payment of the Note as more fully described in Section 1 hereof.

SECTION 3. WAIVING COMPETITIVE BIDDING; APPROVAL OF SALE PROCEEDINGS. The waiving of competitive bidding for the sale of the Note and the sale of said Note by the Authority to _____, is hereby approved.

SECTION 4. SALES TAX AGREEMENT. The City hereby ratifies and confirms the Sales Tax Agreement dated as of December 1, 2011, between the City and the Authority (the "Sales Tax Agreement"), which Sales Tax Agreement pertains to a year-to-year pledge of certain sales tax revenue as security for the Note.

SECTION 5. AUTHORIZING EXECUTION. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk of the City representing the City at the closing of the above-referenced note issue are hereby authorized to execute and deliver on behalf of the City any and all certifications and documentation necessary or attendant to the delivery of the Note, as directed by Bond Counsel.

SECTION 6. EMERGENCY. It is immediately necessary for the preservation of the public health, peace and safety of the City of Shawnee, Oklahoma, and the inhabitants thereof that the Note be issued and that the provisions of this Resolution become operative immediately and therefore, an emergency is hereby declared to exist and this Resolution shall be in full force and effect immediately from and after its passage and approval.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED THIS 5TH DAY OF AUGUST, 2013.

CITY OF SHAWNEE, OKLAHOMA

(SEAL)

By: _____
Wes Mainord, Mayor

ATTEST:

By: _____
Phyllis Loftis, CMC, City Clerk

Regular Board of Commissioners

7.

Meeting Date: 08/05/2013

30 day renewal CVB Chamber

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on an additional 30 day renewal of contract with the Chamber of Commerce regarding Convention and Visitors Bureau while awaiting the completed audit.
(As approved at the May 20, 2013 commission meeting)

Attachments

Memo CVB - Chamber

Agreement CVB - Chamber

Mayor
WES MAINORD



The City of Shawnee
Office of the Finance Director

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: July 31, 2013
To: Mayor and City Commissioners
From: Cynthia Sementelli, Finance Director/Treasurer
RE: CVB Contract

Nature of the Request:

Commission had requested that the CVB contract be extended for 60 day until the audit of the Chamber be completed and the contract has expired and an extension is requested.

Staff Analysis, Considerations:

I have talked to Nancy at the Chamber and they are currently waiting for the completion of the audit. She explained that in her last email from the auditor that they were waiting on a few confirmations from various banks. Nancy has been in contact with the banks and has resolved this issue. The auditor is planning on being on site to present to the audit committee the week of the Aug 5th and present it to the Chamber board at the next meeting.

Recommendation:

Staff is recommending we extend the Chambers contract for another 30 day until we receive the audit. Once we receive the audit we will bring the contract before the Commission for approval.

Budget Consideration:

None

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 1st day of July, 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

Regular Board of Commissioners

8.

Meeting Date: 08/05/2013

OG&E Easements

Submitted By: Donna Mayo, Administration

Department: Administration

Information

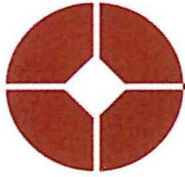
Title of Item for Agenda

Discussion, consideration and possible action on granting OG&E additional easements along SH102.

Attachments

Easement Request

Easement Description



SMITH-ROBERTS LAND SERVICES, INC.

The Right of Way Specialist®

4720 Richmond Square • Oklahoma City, OK 73118-2061 • www.srls.net
Phone: (405) 843.7500 • Fax: (405) 840.0242

July 17,2013

RE: OG&E line clearance easements, Hwy 102

To John Krywicki, city engineer, Shawnee

Mr. Krywicki,

Ford Fentriss at OG&E (551-0500) sent this ordinance to me and wanted me to forward it to you. He feels OG&E doesn't have a problem paying you for the easement, but this is an oversight on ODOT's part to not have enough easement for the wires that may blow over each property.

Also, he feels the franchise easement should be honored because they have to pay for it, and it is not just automatically given by each city.

Since OG&E pays our contract fees, I am just doing what I was told.

He would also like for you to show this to your city attorney for her interpretation.

Thank you,

Charles Smith, agent, Smith-Roberts Land Services



ORDINANCE NO. 2217 NS

AN ORDINANCE GRANTING TO THE OKLAHOMA GAS AND ELECTRIC COMPANY, AN OKLAHOMA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PRODUCE, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN THE CITY LIMITS AND TO SELL ELECTRICITY THEREIN FOR ALL PURPOSES FOR WHICH IT MAY BE USED, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ITS INHABITANTS AND THE PUBLIC GENERALLY, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF POLES, WIRES, CONDUITS, AND OTHER FACILITIES AND EQUIPMENT IN, UPON, ACROSS, UNDER AND OVER THE STREETS, ALLEYS, PUBLIC GROUNDS AND OTHER PLACES IN THE CITY FOR SUCH PURPOSES FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE APPROVAL AND ACCEPTANCE OF THIS ORDINANCE; PROVIDING COMPENSATION TO THE CITY; AND ORDERING AN ELECTION.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1. The word "City" as hereinafter used shall mean and designate the City of Shawnee, Pottawatomie County, Oklahoma, and the word "Company" as hereinafter used shall mean and designate the Oklahoma Gas and Electric Company, a corporation organized and existing under and by virtue of the laws of the State of Oklahoma and its successors and assigns.

SECTION 2. (a) The City hereby grants to the Company the right, privilege and authority to produce, transmit, distribute and sell electricity within the corporate limits of the City for all purposes for which it may be used, to the City, its inhabitants and the public generally, and the right, privilege and authority to construct, maintain and operate a system of poles, wires, conduits, transformers, substations, and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds and other places in each and every part of said City for the purpose of producing, transmitting, distributing and selling electricity to the City, its inhabitants, and to the public generally.

(b) The franchise hereby granted shall be effective from and after the date of approval of this Ordinance by the qualified electors of the City and acceptance by the Company, and shall remain in full force and effect for a period of twenty-five (25) years. Nothing in this Ordinance shall be construed to prevent the City from granting an electric franchise to any other person, firm or corporation.

SECTION 3. The Company shall construct, operate and maintain its property in such manner as will, consistent with necessity, not obstruct nor impede traffic unduly.

SECTION 4. The Company shall defend and indemnify the City against all liability for injury to any person or property caused by the negligence of the Company in the construction, operation and maintenance of its property within the City.

SECTION 5. Electric service provided hereunder to the City, its inhabitants, and to the public generally, and rates charged therefore shall be in accordance with orders, rules and regulations of the Corporation Commission of the State of Oklahoma or other governmental authority having jurisdiction.

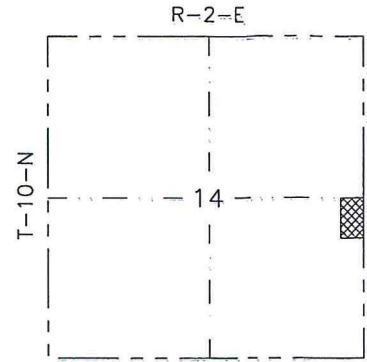
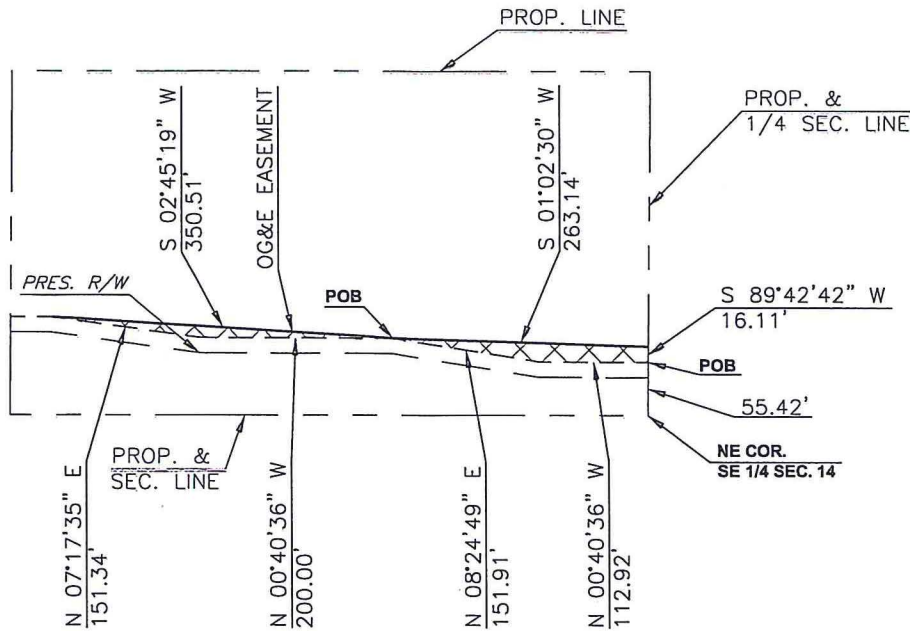


EXHIBIT "A"

EASEMENT SKETCH

BASIS OF BEARING

Note: Bearings Are Based On Oklahoma State Plane System, Nad83/93, North Zone.



VICINITY MAP (NTS)

OWNER:
CITY OF SHAWNEE, OK,
A MUNICIPAL CORPORATION

LEGEND

- Permanent Utility Easement
- Property Line
- Section Line
- 1/4 Section Line

PERMANENT EASEMENT DESCRIPTION

A strip, piece or parcel lying in part of the SE¼ of Section 14, Township 10 North, Range 2 East, 1M, Pottawatomie County, Oklahoma. Said parcel of land being described meets and bounds as follows:

Commencing at the Northeast corner of said SE¼, thence S 89°42'42" W along the North line of said SE¼ a distance of 55.42 feet to a point on the West existing utility easement line of State Highway No. 102, said point being the point of beginning, thence continuing S 89°42'42" W along said North line a distance of 16.11 feet, thence S 01°02'30" W a distance of 263.14 feet to a point on said utility easement line, thence N 08°24'49" E along said utility easement line a distance of 151.91 feet, thence N 00°40'36" W along said utility easement line a distance of 112.92 feet to the point of beginning.

ALSO

Commencing at the Northeast corner of said SE¼, thence S 89°42'42" W along the North line of said SE¼ a distance of 71.53 feet, thence S 01°02'30" W a distance of 263.14 feet to a point on the existing utility easement line of State highway No. 102, said point being the point of beginning, thence S 02°45'19" W a distance of 350.51 feet to a point on said utility easement line, thence N 07°17'35" E along said utility easement line a distance of 151.34 feet, thence N 00°40'36" W along said utility easement line a distance of 200.00 feet to said point of beginning.

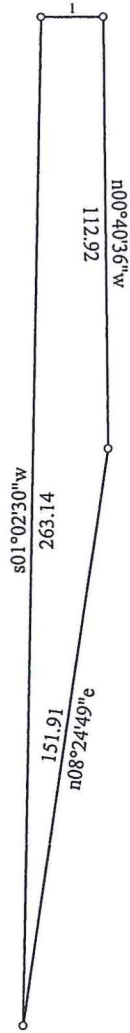
Containing in both parcels 0.44 acres or 19166 square feet, more or less.

I, Joseph H. Farmer, A Professional Land Surveyor, Hereby Certify That The Attached Drawing Is A True And Accurate Representation Of The Easement Description And Is Subject To All Notes And Qualifying Statements.

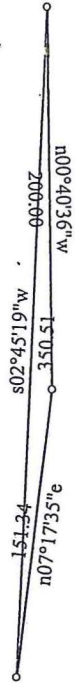
Joseph H. Farmer 9/19/12
Joseph H. Farmer, PLS



OKLAHOMA GAS AND ELECTRIC COMPANY		
<p style="text-align: center;">COBB ENGINEERING 4516 NW 36TH ST. OKC, OK 73122 (405) 415-9400 CA #32 EXP. 06-30-14</p>	<p style="text-align: center;">OG&E EASEMENT SKETCH WO# 1613665 HSL-SHAWNEE 69KV LINE PART OF SE 1/4, SEC 14, T10N, R2E POTTAWATOMIE COUNTY, OKLAHOMA</p>	<p>REVISIONS:</p> <hr/> <hr/> <hr/> <hr/>
<p>DRAWN BY: COBB DATE: 09/19/12</p>		
<p>APPROVED BY: JHF DATE: 09/19/12</p>	<p>DRWG #: PARCEL 02</p>	<p>SCALE 1"=200'</p>



Title:		Date: 09-19-2012
Scale: 1 inch = 50 feet	File: PARCEL 2.des	
Tract 1: 0.080 Acres: 3474 Sq Feet: Closure = s00.2101w 0.01 Feet: Precision = 1/56527: Perimeter = 544 Feet		
001=s89.4242w 16.11	003=n08.2449e 151.91	
002=s01.0230w 263.14	004=n00.4036w 112.92	



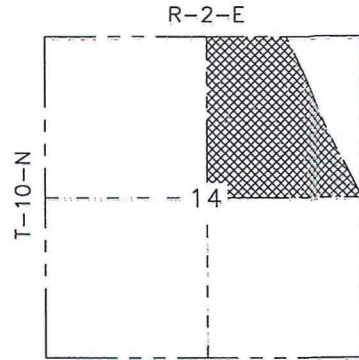
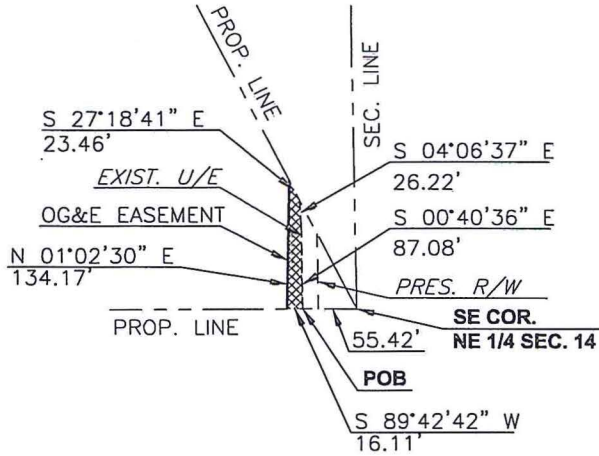
Title:		Date: 09-19-2012
Scale: 1 inch = 100 feet	File: PARCEL 2a.des	
Tract 1: 0.048 Acres: 2098 Sq Feet: Closure = n13.2531w 0.00 Feet: Precision =1/219480: Perimeter = 702 Feet		
001=s02.4519w 350.51	003=n00.4036w 200.00	
002=n07.1735e 151.34		

EXHIBIT "A"

EASEMENT SKETCH

BASIS OF BEARING

Note: Bearings Are Based On Oklahoma State Plane System. Nad83/93. North Zone.



VICINITY MAP (NTS)

OWNER:
CITY OF SHAWNEE, OK,
A MUNICIPAL CORPORATION

LEGEND

- Permanent Utility Easement
- Property Line
- Section Line
- 1/4 Section Line

PERMANENT EASEMENT DESCRIPTION

A strip, piece or parcel lying in part of the NE 1/4 of Section 14, Township 10 North, Range 2 East, IM, Pottawatomie County, Oklahoma. Said parcel of land being described meets and bounds as follows:

Commencing at the Southeast corner of said NE 1/4, thence S 89°42'42" W along the South line of said NE 1/4 a distance of 55.42 feet to a point on the West existing utility easement line of State Highway No. 102, said point being the point of beginning, thence continuing S 89°42'42" W a distance of 16.11 feet, thence N 01°02'30" E a distance of 134.17 feet, thence S 27°18'41" E a distance of 23.46 feet to a point on said utility easement line, thence S 04°06'37" E along said utility easement line a distance of 26.22 feet, thence S 00°40'36" E along said utility easement line a distance of 87.08 feet to said point of beginning.

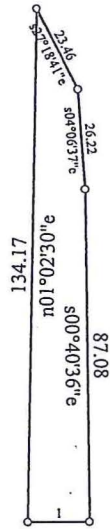
Containing 0.04 acres or 1742 square feet, more or less.

I, Joseph H. Farmer, A Professional Land Surveyor, Hereby Certify That The Attached Drawing Is A True And Accurate Representation Of The Easement Description And Is Subject To All Notes And Qualifying Statements.

Joseph H. Farmer 9/19/12
Joseph H. Farmer, PLS



OKLAHOMA GAS AND ELECTRIC COMPANY		
COBB ENGINEERING 4516 NW 36TH ST. OKC, OK 73122 (405) 415-9400 CA #32 EXP. 06-30-14	OG&E EASEMENT SKETCH WO# 1613665 HSL - SHAWNEE 69KV LINE PART OF NE 1/4, SEC 14, T10N, R2E POTTAWATOMIE COUNTY, OKLAHOMA	REVISIONS: _____ _____ _____ _____
DRAWN BY: COBB	DATE: 09/19/12	
APPROVED BY: JHF	DATE: 09/19/12	DRWG #: PARCEL 03
		SCALE 1"=200'



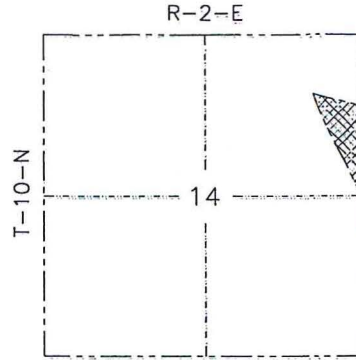
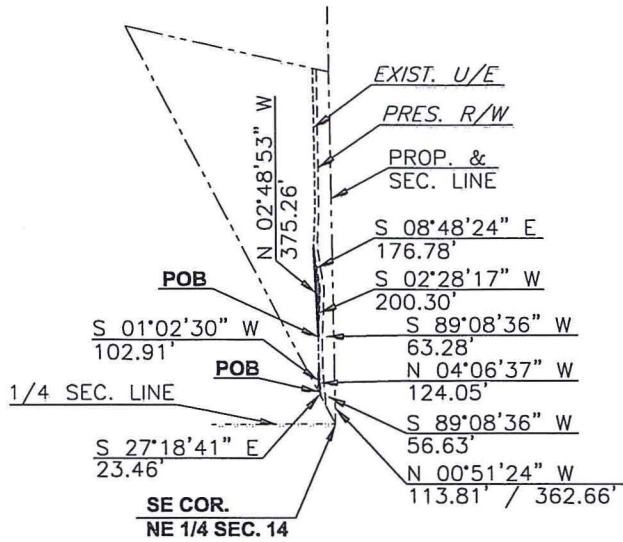
Title:		Date: 09-19-2012
Scale: 1 inch = 50 feet	File: PARCEL 3.des	
Tract 1: 0.040 Acres: 1728 Sq Feet: Closure = n14.1851w 0.00 Feet: Precision = 1/61086: Perimeter = 287 Feet		
001=s89.4242w 16.11	003=s27.1841e 23.46	005=s00.4036e 87.08
002=n01.0230e 134.17	004=s04.0637e 26.22	

EXHIBIT "A"

EASEMENT SKETCH

BASIS OF BEARING

Note: Bearings Are Based On Oklahoma State Plane System, Nad83/93, North Zone.



VICINITY MAP (NTS)

OWNER:
CITY OF SHAWNEE, OK,
A MUNICIPAL CORPORATION

LEGEND

- Permanent Utility Easement
- Property Line
- Section Line
- 1/4 Section Line

PERMANENT EASEMENT DESCRIPTION

A strip, piece or parcel of land lying in part of the SE 1/4 NE 1/4 of Section 14, Township 10 North, Range 2 East, IM, Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the Southeast corner of said NE 1/4, thence N 00°51'24" W along the East line of said NE 1/4 a distance of 113.81 feet, thence S 89°08'36" W a distance of 56.63 feet to a point on the West existing utility easement line of State Highway No. 102, said point being the point of beginning, thence N 04°06'37" W along said existing utility easement line a distance of 124.05 feet, thence S 01°02'30" W a distance of 102.91 feet, thence S 27°18'41" E a distance of 23.46 feet to said point of beginning.

ALSO

Commencing at the Southeast corner of said NE 1/4, thence N 00°51'24" W along the East line of said NE 1/4 a distance of 362.66 feet, thence S 89°08'36" W a distance of 63.28 feet to a point on the West existing utility easement line of State Highway No. 102, said point being the point of beginning, thence N 02°48'53" W a distance of 375.26 feet to a point on said existing utility easement line, thence S 08°48'24" E along said utility easement line a distance of 176.78 feet, thence S 02°28'17" W along said utility easement line a distance of 200.30 feet to said point of beginning.

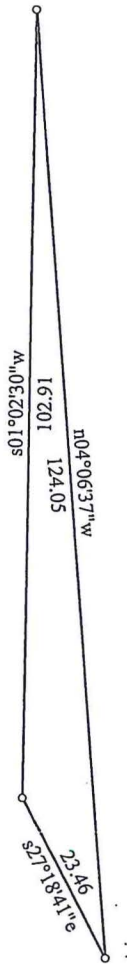
Containing in both parcels 0.09 acres or 3920 square feet, more or less.

I, Joseph H. Farmer, A Professional Land Surveyor, Hereby Certify That The Attached Drawing Is A True And Accurate Representation Of The Easement Description And Is Subject To All Notes And Qualifying Statements.

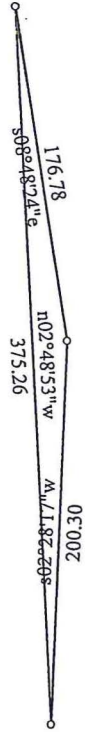
Joseph H. Farmer 9/19/12
Joseph H. Farmer, PLS



OKLAHOMA GAS AND ELECTRIC COMPANY		
<p style="text-align: center;">COBB ENGINEERING 4516 NW 36TH ST. OKC, OK 73122 (405) 415-9400 CA #32 EXP. 06-30-14</p>	<p style="text-align: center;">OG&E EASEMENT SKETCH WO# 1613665 HSL - SHAWNEE 69KV LINE PART OF NE 1/4, SEC 14, T10N, R2E POTTAWATOMIE COUNTY, OKLAHOMA</p>	<p>REVISIONS:</p> <hr/> <hr/> <hr/> <hr/>
<p>DRAWN BY: COBB DATE: 09/19/12</p>		
<p>APPROVED BY: JHF DATE: 09/19/12</p>	<p>DRWG #: PARCEL 04</p>	<p style="text-align: right;">SCALE 1"=400'</p>



Title:		Date: 09-19-2012
Scale: 1 inch = 25 feet	File: PARCEL 4.des	
Tract 1: 0.013 Acres: 573 Sq Feet: Closure = n14.1907w 0.01 Feet: Precision = 1/35278: Perimeter = 250 Feet		
001=n04.0637w 124.05	003=s27.1841e 23.46	
002=s01.0230w 102.91		



Title:		Date: 09-19-2012
Scale: 1 inch = 100 feet	File: PARCEL 4a.des	
Tract 1: 0.079 Acres: 3462 Sq Feet: Closure = n11.1249w 0.00 Feet: Precision = 1/321765: Perimeter = 752 Feet		
001=n02.4853w 375.26	003=s02.2817w 200.30	
002=s08.4824e 176.78		

AFTER RECORDING RETURN TO:
OKLAHOMA GAS AND ELECTRIC COMPANY
P.O. BOX 321, MC M109
OKLAHOMA CITY, OK 73101-0321
Parcel 2 2a
Work Order: 1613665

LINE CLEARANCE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT City of Shawnee, OK , A Municipal Corporation , Grantor, in consideration of Ten or more dollars, in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, do hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right privilege and authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger Grantee’s overhead electric line, said electric line is located adjacent to the real property covered by this easement.

The real property covered by this easement is situated in Pottawatomie County, State of Oklahoma, and is described as follows:

SEE ATTACHED EXHIBIT “A”

Grantor understands that no building, sign, billboard, or other structure shall be erected by Grantor, their or assigns, within the above described easement area unless the written consent of the Grantee is first obtained.

Grantor hereby consents to permit Grantee to trim trees and foliage on Grantor’s property immediately adjacent to the easement granted herein to insure the health of the trees involved, and Grantee shall have the right to enter upon Grantor’s property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should Grantee remove its property from the adjacent real property and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____ day of _____, 2013.

NAME

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF _____, SS;

Before me, a Notary Public, within and for said County and State, on this ____ day of _____, 2013, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public

AFTER RECORDING RETURN TO:
OKLAHOMA GAS AND ELECTRIC COMPANY
P.O. BOX 321, MC M109
OKLAHOMA CITY, OK 73101-0321
Parcel 3
Work Order: 1613665

LINE CLEARANCE EASEMENT

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The real property covered by this easement is situated in Pottawatomie County, State of Oklahoma, and is described as follows:

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Grantor hereby consents to permit Grantee to trim trees and foliage on Grantor’s property immediately adjacent to the easement granted herein to insure the health of the trees involved, and Grantee shall have the right to enter upon Grantor’s property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should Grantee remove its property from the adjacent real property and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____ day of _____, 2013.

NAME

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF _____, SS;

Before me, a Notary Public, within and for said County and State, on this ____ day of _____, 2013, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public

AFTER RECORDING RETURN TO:
OKLAHOMA GAS AND ELECTRIC COMPANY
P.O. BOX 321, MC M109
OKLAHOMA CITY, OK 73101-0321
Parcel 4 4a
Work Order: 1613665

LINE CLEARANCE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT City of Shawnee, OK , A Municipal Corporation , Grantor, in consideration of Ten or more dollars, in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, do hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right privilege and authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger Grantee’s overhead electric line, said electric line is located adjacent to the real property covered by this easement.

The real property covered by this easement is situated in Pottawatomie County, State of Oklahoma, and is described as follows:

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Grantor hereby consents to permit Grantee to trim trees and foliage on Grantor’s property immediately adjacent to the easement granted herein to insure the health of the trees involved, and Grantee shall have the right to enter upon Grantor’s property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should Grantee remove its property from the adjacent real property and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____ day of _____, 2013.

NAME

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF _____, SS;

Before me, a Notary Public, within and for said County and State, on this ____ day of _____, 2013, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public

Regular Board of Commissioners

9.

Meeting Date: 08/05/2013

Resolution waiving permit fees

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on a resolution waiving building permit fees for the repair/reconstruction of structures damaged by the May 19, 2013 storm event.

Attachments

Memo regarding Resolution and Ordinance

Resolution waiving permit fee




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

MEMORANDUM

AGENDA: August 5, 2013

TO: Shawnee City Commission

FROM: Justin Erickson, Planning Director 

RE: **Resolution Waiving Building Permit Fees for Storm Damage Repair Ordinance Modifying Non-Conforming Structure Allowances**

REQUEST

1. Passage of a **Resolution** waiving building permit fees associated with structures damaged by the major storm event of May 19, 2013.
2. Passage of an **Ordinance** modifying Section 1201.7 of the Shawnee Zoning Code impacting restoration of damaged uses.

STAFF ANALYSIS

The proposed **Resolution** would waive all building permit fees associated with the rebuilding or reconstruction of structures that sustained damage during the major storm event of May 19, 2013. The required State fee of \$4.50 would not be waived, as the City does not have the authority to waive this mandatory collection.

The proposed **Ordinance** modifies the non-conforming section of the Shawnee Zoning Code to allow greater flexibility for those individuals that sustained property damage to rebuild without obtaining conditional use permits or variances. For instance, an individual may have a manufactured home that was destroyed. Normally, if they did not previously have a conditional use permit for the site, they would have to undertake this process before placement of a new manufactured home would be allowed since it was damaged by more than 50 percent. This would result in an individual having to wait 45-60 days to go through the zoning process and also pay applicable fees (~\$430).

The Resolution and Ordinance both have sunset clauses that allow for individuals to take advantage of these provisions for a one-year period from the date of the storm event.

RECOMMENDATION

Staff recommends approval of the Ordinance and Resolution. Approval will facilitate an expedited rebuilding effort and limit financial burdens to individuals that have already suffered great losses. Staff also recommends passage of the emergency clauses.

BUDGET CONSIDERATIONS

It is estimated that the waiving of building permit fees for the rebuilding or reconstruction of storm damaged structures will cost the City less than \$5,000. To date, the City has issued approximately seven permits with a total cost of \$1,563.46 within the impacted area. Those individuals that already paid for permits would be eligible for refunds upon passage of the Resolution. The overall budget impact is considered minimal.

There is no budget impact to passage of the Ordinance impacting non-conforming uses.

Attachments

RESOLUTION NO. _____

A RESOLUTION TEMPORARILY WAIVING BUILDING PERMIT FEES ASSOCIATED WITH STRUCTURES DAMAGED BY MAJOR STORM EVENT OF MAY 19, 2013.

WHEREAS, numerous structures in the City Limits of the City of Shawnee were damaged or destroyed on May 19, 2013 by a tornado and associated strong storm event; and

WHEREAS, rebuilding efforts will be expedited by the waiving of City building fees.

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

The City shall waive all City building permit fees associated with the reconstruction or remodeling of structures that were damaged in the May 19, 2013 storm event. The State building permit fee (\$4.50) shall still apply.

SECTION 2: SUNSET CLAUSE. This Resolution shall be temporary in duration and shall expire on May 19, 2014.

SECTION 3: EMERGENCY. That for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, by reason whereof this Resolution shall be in full force and effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2013.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS _____ day of _____, 2013.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

10.

Meeting Date: 08/05/2013

Ordinance temporarily modifying zoning code

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on an ordinance temporarily modifying Section 1201.7 of the Shawnee Zoning Code by allowing the repair/reconstruction of a structure damaged by greater than 50 percent.

Attachments

Ordinance Temporary modification of zoning code

ORDINANCE NO. _____

AN ORDINANCE TEMPORARILY MODIFYING SECTION 1201.7 OF THE SHAWNEE ZONING CODE IMPACTING RESTORATION OF DAMAGED USES.

WHEREAS, numerous structures in the City Limits of the City of Shawnee were damaged or destroyed on May 19, 2013 by a tornado and associated strong storm event; and

WHEREAS, some damage occurred to lots and structures considered nonconforming by the Shawnee Zoning Code and such categorization complicates rebuilding efforts.

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

SECTION 1: AMENDATORY. Article XII, Section 1201.7 of the Shawnee Zoning Code, being a part of Ordinance 1508NS, is hereby amended to read:

When a nonconforming use of a building is damaged by fire, explosion, natural cause, or public enemy, by more than fifty (50%) percent of its true value, said building shall only be restored when it conforms with the district regulation on which it is located. This shall not preclude the restoration or replacement of an existing residential structure, mobile home, or manufactured home that was damaged by more than 50 percent in the May 19, 2013 storm event. Such restoration does not have to conform to the district regulations in which it is located if the use is the same as what existed prior to the storm event.

SECTION 2: SUNSET CLAUSE. This Ordinance shall be temporary in duration and shall expire on May 19, 2014.

SECTION 3: EMERGENCY. That for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, by reason whereof this ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2013.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ day of _____, 2013.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

11. a.

Meeting Date: 08/05/2013

Municipal Auditorium (Award)

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Exterior Restoration, Exterior Painting and Window Replacement for the Shawnee Municipal Auditorium (Award)

Attachments

Memo Municipal Auditorium

Municipal Auditorium Bid Info

Mayor
WES MAINORD



The City of Shawnee
Office of the Director of Operations

P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1529 Fax (405) 878-1593
www.ShawneeOK.org

Commissioners

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

Date: 07/31/2013
To: Mayor and City Commissioners
From: James Bryce, Director of Operations

RE: Auditorium Exterior Restoration Award

Award the bid for, Exterior Restoration, Exterior Painting, and Window Replacement for the Shawnee Municipal Auditorium.

This project is need to protect the exterior of the building, Stop water infiltration behind the brick, improve the appearance of the building, and make the building more energy efficient in preparation for the new Heat and Air System.

Over time the grout has come out from between the bricks, especially around the top of the building, allowing water to run in causing leaks that appear to be roof leaks but are not. This is causing damage to the facility that City crews are constantly repairing. The windows were replaced about 20 years ago and are not energy efficient and are in need of repairs. Some of the windows cannot be opened.

It is Staff's recommendation the bid be awarded to Commercial Waterproofing, LLC out of Broken Arrow, Ok. in the amount of \$112,670.00. After award, staff will consult with the contractor on the additional option for one of the front columns where instead of sealing the broken brick, they should be replaced.

Exterior Restoration and Sealing	
Account #301 5-1120-5420 309 1120-01	\$100,000.00

Window Replacement	
Account #301 5-1120-5420 309 1120-03	\$20,000.00

Funds were originally budgeted in the 2012/2013 Fiscal Year and will be rolled over to the new budget.

BID TABULATION SHEET

EXTERIOR RESTORATION, EXTERIOR PAINTING
AND WINDOW REPLACEMENT FOR
SHAWNEE MUNICIPAL AUDITORIUM

JULY 15, 2013

<u>BIDDER</u>	<u>AMOUNT</u>
<u>COMMERCIAL WATERPROOFING LLC</u> Broken Arrow, OK	\$ 112,670 ⁰⁰
	W/OPTION
<u>MID-CONTINENTAL RESTORATION CO</u> Fort Scott, KS	\$ 181,000 ⁰⁰
	W/OPTION \$ 1,500 ⁰⁰
	W/OPTION
	W/OPTION
	W/OPTION
	W/OPTION
	W/OPTION

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, OK, City Hall, 16 W. 9th Street –P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., Monday, July 15, 2013, for:

**Exterior Restoration, Exterior Painting, and Window Replacement for the
Shawnee Municipal Auditorium Building
400 N. Bell, Shawnee, OK 74801**

Instructions and bid documents are available to qualified bidders at the City of Shawnee Fairview Cemetery Office located at 1400 N. Center Street, Shawnee, OK 74801 from 8:00 a.m. to 4:00 p.m. Monday through Friday.

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: Exterior Restoration, Exterior Painting, and Window Replacement for the
Shawnee Municipal Auditorium Building
July 15, 2013**

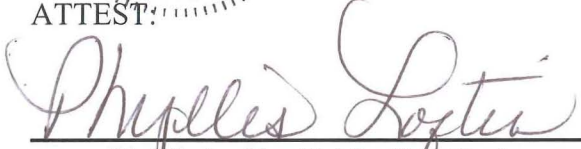
The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9th Street, Shawnee, OK, at 6:30 p.m., Monday, July 15, 2013.

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



ATTEST:



Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation



Brian E. McDougal, City Manager

Bidders List

EXTERIOR RESTORATION, EXTERIOR PAINTING AND WINDOW REPLACEMENT FOR THE SHAWNEE MUNICIPAL AUDITORIUM

Quality Homes, LLC.
PO Box 30137
OKC, Ok 73140

bids@bidocean.com

bids3@prime-vendor.com

eplan@eplanbidding.com

sheckler@ISQFT.com

project@bidnews.com

lcowen@sbcglobal.net

Maguire Brothers Inc.
900 W. Wilshire Blvd
Eloise@maguireohara.com

Reed Construction Data
30 Technology Parkway S
Suite 500
Norcross, GA 30092
joe.schremser@reedbusiness.com

Brandon Columbus.
Oklahoma Construction LLC
405-520-9687
bcokconstruction@hotmail.com

Mid- Continental Restoration
620-223-3700
Debbie_clark@midcontinental.com