

AGENDA
BOARD OF CITY COMMISSIONERS
February 2, 2015 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Minutes from the January 20, 2015 regular meeting and the January 23, 2015 special call meeting.
 - b. Acknowledge the following minutes:
 - Shawnee Civic and Cultural Development Authority Minutes from the December 18, 2014 meeting.
 - c. Partial release of public sewer easement and acceptance of new public sewer easement in Block W of the Armourdale Addition (4000 Block N Harrison St).
 - d. Request authorization to advertise for bids for the Boy Scout Park Splash Pad site construction and for installation of selected water feature apparatus.
 - e. Authorize purchase of selected water feature apparatus' and mechanical system direct from supplier and authorize budget amendment to Capital Fund 301 for said purchase.
 - f. Authorize staff to sign agreement with Oklahoma Department of Emergency Management for subgrant of Emergency Management Performance Grant (EMPG) funds.
 - g. Budget amendment – Capital Fund 302
To Repair Heating & Air Conditioning Unit at City Hall
 - h. Mayor's Appointments:

Shawnee Urban Renewal Authority
Larry Gill Term to Expire 02/02/2018 1st Full Term
Replaces Stephen Rice – Termed Out

Wayne Jackson Reappointment Term to Expire 02/02/2018 1st Full Term

2. Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)
3. Presentation by City Manager to Employee of the Month, Lisa Lasyone, City Clerk's office.
4. Discussion concerning fire run fees, fire service area, mutual aid agreements and fire service outside city limits.
5. Consider Bids:
 - a. Proposals for City Manager Executive Search Firm CM-001-2015 (Award)
6. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
7. Commissioners Comments
8. Discussion, consideration and possible action to go into Executive Session for discussion in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.
9. Consider matters discussed in Executive Session in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.
10. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

1. a.

Meeting Date: 02/02/2015

CC Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the January 20, 2015 regular meeting and the January 23, 2015 special call meeting.

Attachments

CC Minutes 01-20-2015

CC SS Minutes 01-23-2015

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JANUARY 20, 2015 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, Tuesday, January 20, 2015 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

Lesa Shaw
Commissioner Ward 5

Micheal Dykstra
Commissioner Ward 6

ABSENT: Vogel

INVOCATION

Lord's Prayer Led by Mayor Mainord

FLAG SALUTE

Led by Commissioner Shaw

AGENDA ITEM NO. 1:

Consider approval of Agenda.

Commissioner Shaw requested that Consent Agenda Item 2(g), (approval of Budget Amendment to complete pool parking lot), be deferred until after Agenda Item 7 (b).

A motion was made by Commissioner Harrod, seconded by Commissioner Hall, to approve the Agenda with Commissioner Shaw's request to move Agenda Item 2(g). Motion carried 6-0.

AYE: Harrod, Hall, Shaw, Dykstra, Agee, Mainord

NAY: None

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the January 5, 2015 regular meeting
- b. Acknowledge the following reports and minutes:
 - License Payment Report for December 2014
 - Project Payment Report for December 2014
 - Shawnee Urban Renewal Authority Minutes from the November 4, 2014 meeting
 - Shawnee Beautification Committee Minutes from the September 11, 2015 meeting
- c. Authorize staff to agree to order allowing Shawnee Milling Company to vacate a portion of Broadway Street.
- d. Approve Change Order for Dispatch Center City of Shawnee
- e. Approve staffing agreement with Express Personnel Services for Maintenance 1 new-hires at the Expo Center.
- f. Acknowledge Preliminary Fiscal Year 2015-2016 Budget Schedule
- g. Budget amendment – Capital Fund 302 to 301
To Complete Pool Parking Lot

Commissioner Shaw requested that Agenda Items Nos. 2(c, d and e) be pulled for separate consideration.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve the Agenda Item Nos. 2(a-g), less items 2(c, d and e). Motion carried 6-0.

AYE: Harrod, Shaw, Dykstra, Agee, Mainord, Hall

NAY: None

Regarding Agenda Item No. 2(c), Commissioner Shaw stated she has recently had discussions with Mr. Ford at Shawnee Milling Company. She expressed appreciation for their efforts to enhance the area around the Mill. She further informed that the requested street closure will provide the Mill with added safety controls over their food products.

A motion was made by Commissioner Shaw, seconded by Vice Mayor Harrod, to approve Agenda Item No. 2(c). Motion carried 6-0.

AYE: Shaw, Harrod, Mainord, Hall, Dykstra, Agee
NAY: None

Regarding Agenda Item No. 2(d), Commissioner Shaw requested to be educated on the terms of the change order. Police Chief Russell Frantz stated that overhead administrative costs included in the change order was thirteen percent (13%). Commissioner Shaw requested to see those costs listed out and Chief Frantz will provide that information to her.

A motion was made by Commissioner Hall, seconded by Commissioner Dykstra, to approve Agenda Item No. 2(d). Motion carried 6-0.

AYE: Hall, Dykstra, Agee, Harrod, Mainord, Shaw
NAY: None

Regarding Agenda Item No. 2(e), Commissioner Shaw asked why the Expo Center had such a high employee turnover rate. Human Resources Director Tammy Johnson stated that the night and weekend hours and hard labor was the primary cause.

A motion was made by Commissioner Shaw, seconded by Commissioner Hall, to approve Agenda Item No. 2(e). Motion carried 6-0.

AYE: Shaw, Hall, Dykstra, Agee, Harrod, Mainord
NAY: None

AGENDA ITEM NO. 3: Commissioners Comments

Commissioner Shaw stated that on October 20, 2014 meeting regarding the detachment petition, the tribe was not given the opportunity to speak. She stated that this is an opportunity to make a good change.

Commissioner Dykstra commented on the number of people filling the Commission Chambers and hopes that everyone will listen to the discourse and make a decision based on the facts.

Commissioner Agee stated that the Community Renewal group was going to take another trip to Louisiana. She encouraged anyone that would like to attend the trip to contact the Avedis Foundation.

AGENDA ITEM NO. 4: Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)

John Barrett, Chairman of Citizen Potawatomi Nation (CPN), stated that CPN would be willing to partner with the City of Shawnee to remove trees from lots cleared through demolition and replant them in city parks.

AGENDA ITEM NO. 5: Public hearing for discussion, consideration and possible action regarding an ordinance to approve the detachment petition filed by the Citizen Potawatomi Nation to detach all Citizen Potawatomi Nation lands located south of the North Canadian River from the City of Shawnee.

Mayor Mainord discussed the public hearing guidelines. He announced that each side would be allowed 35 minutes for discussion of this item. He also cautioned speakers not to make personal attacks on others.

Mayor Mainord declared the public hearing in session to consider an ordinance to approve the detachment petition filed by the Citizen Potawatomi Nation (CPN) to detach all Citizen Potawatomi Nation lands located south of the North Canadian River from the City of Shawnee.

Bruce Winston, Attorney for CPN, asked the Mayor to consider allowing an extension of the discussion time limit due to the large number of people at the meeting wishing to speak on the issue. Mr. Winston also gave a brief history of this lawsuit, including the ruling of the District Judge. Those speaking in favor of detachment were as follows:

John Barrett, Chairman of CPN, Kelli Mosteller, Director of the Cultural Heritage Center, Greg Quinlan, Attorney for CPN, Charles Meloy, Director of Real Estate Services, Richard Kunze, Public Works Director for CPN, Linda Capps, Vice Chairman of CPN, John VanPool, Assistant Public Relations

Director, Shawn Howard, Director of Environmental Protection for CPN, Art Muller, Roads Director for CPN, Rhonda Butcher, CPN employee, Kasie Nichols, CPN employee, James Collard, Planning and Economic Development Director and Police Chief for CPN and Tesia Zientek, CPN employee.

CPN attorney Bruce Winston followed the above referenced speakers with a recap of their statements. He further asked the Commission to consider those statements when casting their votes.

The total time given for statements from those speaking in favor of the issue was 56 minutes

Mayor Mainord asked if anyone was present to speak against the detachment. No one come forward to speak against the issue.

Mr. Tom Claybrook did appear and stated that he was neither in favor nor against the detachment. He asked why the City was so adamant to hold onto the land.

Upon request from Mayor Mainord, a staff report was given which recommended denial of the detachment petition.

A motion was made by Commissioner Shaw, seconded by Commissioner Dykstra, to approve an ordinance to approve the detachment petition filed by the Citizen Potawatomi Nation to detach all Citizen Potawatomi Nation lands located south of the North Canadian River from the City of Shawnee. Motion failed 3-3.

AYE: Shaw, Dykstra, Agee

NAY: Harrod, Mainord, Hall

AGENDA ITEM NO. 6: Acknowledge Sales Tax Report received January 2015.

Cynthia Sementelli, Finance Director, reported that January sales tax collected this month was \$1,499,067.00. Compared to last year's it is down \$57,550.00 or 3.7%. Compared to 2013, it is up \$13,519.00.

AGENDA ITEM NO. 7: Consider Bids/Proposals:

- a. Proposals for City Manager Executive Search Firm CM-001-2015 (Award)

Human Resources Director Tammy Johnson requested that the item be tabled until a later date for further review by the Commission and City Manager Search Committee.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to accept staff's recommendation and table the item until a later date. Motion carried 6-0.

AYE: Harrod, Shaw, Dykstra, Agee, Mainord, Hall
NAY: None

b. Shawnee Pool Parking Project COS-PW-14-01 (Award)

City Engineer John Krywicki announced that three bids were received and after review and consideration it was staff's recommendation to award the bid to CGC, LLC of Edmond, Oklahoma in the total amount of \$369,305.25.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to accept staff's recommendation and award the bid to CGC, LLC in the total amount of \$369,305.25. Motion carried 6-0.

AYE: Harrod, Shaw, Dykstra, Agee, Mainord, Hall
NAY: None

AGENDA ITEM NO. 2(g): Budget amendment – Capital Fund 302 to 301
(To Complete Pool Parking Lot)

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to approve Agenda Item No. 2(g). Motion carried 6-0.

AYE: Harrod, Dykstra, Agee, Mainord, Hall, Shaw
NAY: None

AGENDA ITEM NO. 8: 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. 9: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:12 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
SPECIAL CALLED SESSION
JANUARY 23, 2015

The Board of City Commissioners met in Special Called Session at the Heart of Oklahoma Exposition Center, Highway 177 and Independence Street, Shawnee, Oklahoma, Friday, January 23, 2015 at 8:30 a.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. The following members were in attendance and a quorum was declared.

Wes Mainord
Chairman

Gary Vogel
Commissioner Ward 1

Linda Agee
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Keith Hall
Commissioner Ward 4

Lesa Shaw
Commissioner Ward 5

Michael Dykstra
Commissioner Ward 6

Absent: None

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 20th day of January, 2015 a Special Called Session of the City of Shawnee Board of Commissioners will be held at the Heart of Oklahoma Exposition Center, Highway 177 and Independence Street, Shawnee, Oklahoma at 8:30 o'clock a.m. on January 23, 2015, 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 a meeting for discussion of city projects, goals and long-term needs.

Witness my hand this 20th day of January 2015.

(SEAL)

ATTEST:

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

s/s Justin Erickson _____
JUSTIN ERICKSON
INTERIM CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 15th day of January, 2015 at 9:28 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 2:34 o'clock p.m. on January 15, 2015

I delivered a true and correct copy to Commissioner Linda Agee _____
via e-mail at 9:43 o'clock a.m. on January 16, 2015

I delivered a true and correct copy to Commissioner Lesha Shaw _____
via e-mail at 9:28 o'clock a.m. on January 15, 2015 but no response was received

I delivered a true and correct copy to Commissioner Micheal Dykstra _____
via e-mail at 9:28 o'clock a.m. on January 15, 2015 but no response was received

I delivered a true and correct copy to Commissioner James Harrod _____
via e-mail at 9:28 o'clock a.m. on January 15, 2015 but no response was received

I delivered a true and correct copy to Commissioner Gary Vogel
via e-mail at 9:28 o'clock a.m. on January 15, 2015 but no response was received

I delivered a true and correct copy to Commissioner Keith Hall
via e-mail at 9:28 o'clock a.m. on January 15, 2015 but no response was received

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 23RD DAY OF JANUARY, 2015 AT 8:30 O'CLOCK A.M. AT THE HEART OF OKLAHOMA EXPOSITION CENTER, HIGHWAY 177 AND INDEPENDENCE STREET, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE FOR DISCUSSION OF CITY PROJECTS, GOALS AND LONG-TERM NEEDS.

By virtue of the authority vested in me by Section 4, Article IV of the Charter of the City of Shawnee, Oklahoma, a Special Session of the Board of City Commissioners of the City of Shawnee, Oklahoma is hereby called to meet at the Heart of Oklahoma Exposition Center, Highway 177 and Independence Street, Shawnee, Oklahoma at 8:30 a.m. on January 23, 2015 meeting will be for discussion of city projects, goals and long-term needs.

Witness my hand this 20th day of January, 2015.

s/s Justin Erickson

JUSTIN ERICKSON

INTERIM CITY MANAGER

(SEAL)

ATTEST:

s/s Phyllis Loftis

PHYLLIS LOFTIS, CMC, CITY CLERK

CALL TO ORDER AT 8:30 A.M.

DECLARATION OF A QUORUM

Roll was called with the Mayor and all Commissioners present and a quorum was declared. City staff in attendance was Justin Erickson, Mary Ann Karns, Russell Frantz and Phyllis Loftis. Also attending at various times was John VanPool, Daniel Shaunessey and John Ayers. The discussion was facilitated by Leo Presley.

AGENDA ITEM NO. 1: Discussion of city projects, goals and long-term needs.

Mr. Presley asked each Commissioner to choose two topics for discussion during the morning session. Each Commissioner chose as follows:

- Vice Mayor Harrod: Low income housing and Expo Center funding
- Mayor Mainord: Additional funding for the City and 911 money due City
- Commissioner Dykstra: Reuse of another building for Police Department and establishing a Parks & Recreation Department.
- Commissioner Shaw: Master Plan and revenue stream – sources of funding
- Commissioner Agee: Expansion of City Hall and implementation of Parks Master Plan.
- Commissioner Hall: Branding of City of Shawnee and sidewalks
- Commissioner Vogel: Four-laning streets and signals.

After combining common topics, Mr. Presley directed Commissioners and staff through discussions of each topic.

After a short break for lunch, Mr. John Ayers spoke to those present regarding a branding marketing proposal which would establish an identity for the City. This strategy would begin with changes so that all City departments, Chamber of Commerce, Visit Shawnee, Inc. and other organizations are utilizing the same logo and signage.

Commissioners then continued the discussion regarding street four-laning projects. There was also discussion about citizen participation during City Commission meetings. It was determined by Commissioners that the following changes will be made to each future agenda: 1.) Remove “Approval of the Agenda”; 2.) Move “Commissioners Comments” to the next item after “New Business”; and 3.) Add phrase to all future agendas that “All Motions Shall be Made in the Affirmative”.

Afternoon topics of discussion were selected as follows:

| | |
|-----------------------|-------------------------|
| Commissioner Hall: | Downtown wireless |
| Commissioner Agee: | Shawnee Lake |
| Commissioner Shaw: | Committee assignments |
| Commissioner Dykstra: | Public Transportation |
| Mayor Mainord: | Animal Shelter |
| Vice Mayor Harrod: | Homeless |
| Commissioner Vogel: | Alcohol sales on Sunday |

Each item was discussed by staff and Commissioners.

AGENDA ITEM NO. 2: ADJOURNMENT

There being no further business to be considered, the meeting was adjourned by power of the Chair (4:30 p.m.).

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

Regular Board of Commissioners

1. b.

Meeting Date: 02/02/2015

Acknowledge Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Shawnee Civic and Cultural Development Authority Minutes from the December 18, 2014 meeting.
-

Attachments

Expo Minutes 12-18-2014

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
DECEMBER 18, 2014
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR SCHEDULED MEETING THURSDAY, DECEMBER 18, 2014 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 12/15/2014 AT 4:15PM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:45 PM BY MR. RANDY GILBERT, CHAIRMAN.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. KARL KOZEL
MR. RANDY GILBERT
MR. TIM BARRICK
MRS. SUSAN HAVENS
MR. BRIAN MCDUGAL
MR. CASEY BELL
MS. RACHEL MONROE

TRUSTEES ABSENT:

ALSO IN ATTENDANCE: MICHAEL JACKSON, OPERATIONS MANAGER; KINLEE FARRIS SHAWNEE CVB; MIKE CLOVER OF STUART & CLOVER ; AND MICHAEL MCCORMICK OF THE SHAWNEE NEWS STAR.

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM.

AGENDA ITEM NO.4

APPROVAL OF THE MINUTES FROM THE NOVEMBER 2014 MEETING.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE BELL TO APPROVE THE MINUTES AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MONROE, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.6

APPROVAL OF THE MONTHLY FINANCIAL REPORT.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE BARRICK TO APPROVE THE MONTHLY FINANCIAL REPORT AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MONROE, MCDUGAL, KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO.7

APPROVAL OF GENERAL CLAIMS.

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

AYE: GILBERT, BELL, HAVENS, BARRICK, MONROE, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

General Claims

| | | |
|----|-----------------------------|------------|
| A. | Shawnee Office Systems | \$40.20 |
| B. | City of Shawnee — Surcharge | \$36.00 |
| C. | Hunzicker Brothers | \$702.00 |
| D. | INS- SHAWNEE | \$665.00 |
| E. | Express Services | \$1,944.00 |
| F. | Fresh Filtered Air | \$650.00 |
| G. | Finley & Cook | \$327.00 |
| H. | Vyve Broadband | \$171.55 |
| I. | MetTel | \$700.40 |
| J. | ThyssenKrupp | \$902.95 |
| K. | Vision Bank | \$454.04 |
| L. | Oklahoma Natural Gas | \$608.00 |
| M. | NAPA | \$259.61 |
| N. | Staples | \$59.39 |
| O. | Locke Supply | \$90.14 |
| P. | Cutting Edge Lawns | \$3,680.00 |
| Q. | City of Shawnee- Water | \$280.00 |
| R. | Cintas | \$181.56 |
| S. | Automatic Fire Control | \$392.48 |
| T. | AT&T | \$319.47 |
| U. | AT&T Mobility | \$47.45 |
| V. | Thad White | \$1,916.00 |
| W. | Ask About Windows | \$121.00 |

Add On's

| | | |
|----|-------------------|----------|
| A. | Airgas Mid South | \$40.63 |
| B. | Arvest | \$502.69 |
| C. | Arvest | \$625.11 |
| D. | Brooks Industries | \$359.99 |

Add On's Cont.

| | | |
|----|--------------------------|------------|
| E. | Oklahoma Radiology Group | \$9.25 |
| F. | Buford White Lumber Co | \$2,188.29 |
| G. | John Deer Financial | \$109.56 |
| H. | Chris Dunlap | \$1,400.00 |

AGENDA ITEM NO. 8

APPROVAL OF SPECIAL EVENT CLAIMS

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

AYE: GILBERT, BELL HAVENS, BARRICK, MONROE, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

Special Claims

| | | |
|---|----------------|----------|
| A | Mike McCormick | \$300.00 |
|---|----------------|----------|

Add Ons Special:

| | | |
|----|----------------|----------|
| A. | Mike McCormick | \$300.00 |
|----|----------------|----------|

AGENDA ITEM NO.9

APPROVAL OF SHAVINGS CLAIMS

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE KOZEL THAT THE SHAVINGS CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MONROE, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

| | | |
|----|---------------------|------------|
| A. | Dunlap Construction | \$2,590.00 |
|----|---------------------|------------|

AGENDA ITEM NO. 10

DISCUSSION CONSIDERATION AND POSSIBLE ACTION ON RESTRUCTURING JOB INFRASTRUCTURE @ EXPO CENTER.

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE KOZEL THAT WE PROCEED WITH A SUCCESSION PLAN WITH THE INTENT OF LOOKING AT THIS SUBJECT AGAIN IN JANUARY - A COMMITTEE WAS FORMED OF RACHEL MONROE, TIM BARRICK & SUSAN HAVENS . MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, MONROE, MCDUGAL, KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO. 11

DISCUSSION CONSIDERATION AND POSSIBLE ACTION ON POPULAS PRESENTATION FROM NOVEMBER.

THE MOTION MADE BY TRUSTEE BELL, SECONDED BY TRUSTEE MONROE THAT WE APPROACH THE CITY / COUNTY AND ASK FOR MONEY TO FUND THE STUDY AS PRESENTED BY POPULAS. MOTION CARRIED .

AYE: GILBERT, BELL, HAVENS, BARRICK, MONROE, MCDOUGAL, KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO. 12

DISCUSSION CONSIDERATION AND POSSIBLE ACTION ON IFYR PINK NIGHT 2015.

THE MOTION MADE BY TRUSTEE MONROE, SECONDED BY TRUSTEE MCDOUGAL THAT WE PROMISE 25% OF GATE SALES TO THE PINK FUND SET UP LOCALLY BY ST ANTHONYS, AND LOOK FOR COMMUNITY MATCHES - WITH A MINIMUM DONATION OF \$2,500 - MOTION CARRIED .

AYE: GILBERT, BELL, HAVENS, BARRICK, MONROE, MCDOUGAL, KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO.13-18

IFYR UP DATE, COMMITTEE REPORTS, ADMINISTRATIVE REPORTS, OLD BUSINESS, & NEW BUSINESS.

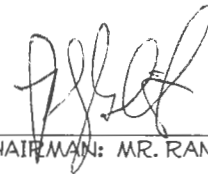
NOTHING NEW TO REPORT IN THESE AREAS.

AGENDA ITEM NO.19

ADJOURNMENT

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

AYE: GILBERT, BELL, HAVENS, BARRICK, MONROE, MCDOUGAL, KOZEL
NAY:
ABSTAIN:



CHAIRMAN: MR. RANDY GILBERT



INTERIM SECRETARY: MR. JUSTIN ERICSON

SECRETARY: MR. BRIAN MCDOUGAL (1/9/2015 LAST DAY)

Regular Board of Commissioners

1. c.

Meeting Date: 02/02/2015

Armourdale Release

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Partial release of public sewer easement and acceptance of new public sewer easement in Block W of the Armourdale Addition (4000 Block N Harrison St).

Attachments

Partial Release




City of Shawnee

16 W. 9th Street
Shawnee, OK 74801
www.ShawneeOK.org

MEMORANDUM

AGENDA: February 2, 2015

TO: Shawnee City Commission

FROM: Justin Erickson, Interim City Manager 

RE: Acceptance of Easements and Release of Easements

As indicated on the attached drawings, the City of Shawnee has existing sewer infrastructure that is not included in an easement at a site in the vicinity of 4000 N. Harrison (South of Shawnee Car-Mart site). The easements on file (from the 1970s and 1980s) do not correctly describe the as-built location of the City's sewer improvements.

Staff recommends acceptance of the attached easements and authorization of the Mayor to sign applicable releases for the erroneous easements.

Attachments

LANDES ENGINEERING LLC & ASSOCIATES

ENVIRONMENTAL, ENGINEERING & DEVELOPMENT CONSULTANTS

December 3, 2014

City of Shawnee
222 N. Broadway Ave
Shawnee, OK 74801

Attn: Planning/Engineering
Justin Erickson

Ref: Sewer Easement Relocation
NE/4 Sec 6, T 10 N, R4E Indian Meridian
(West side of Harrison)

Gentlemen:

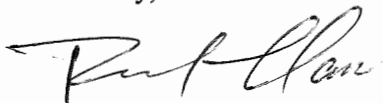
Per our communication by telephone and email the field location of sewer line and filed easement in the referenced NE/4 are not consistent. The easement field location item has been noted in the past on various tracts' developments in the same NE/4.

The problem sewer lies outside of the recorded easements; the attached revised easements show the actual sewer line location across referenced tract. Please consider this an official request to release the two (2) recorded easements and accept the new easements which encompass the sewer line.

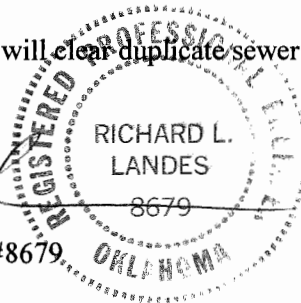
An executed sanitary sewer easement with exhibits and legal descriptions is attached to describe the actual public sewer line in place.

Thank you for your action, this will clear duplicate sewer easements prior to development.

Sincerely,



Richard L. "Skip" Landes, PE #8679



Exhibits

SANITARY SEWER EASEMENT

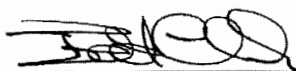
KNOW ALL MEN BY THESE PRESENTS:

THAT Heritage V, LLC, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **The City of Shawnee**, an Oklahoma municipal corporation, it's successors and assigns, II permanent easements A described in attached exhibits over the following described property situated in Pottawatomie County, Oklahoma, to wit: with the release of existing sewer line easements are recorded in Book 372 pages 131-133 to follow the existing sewer that currently (2014) exists.

See attachment "A" (Easement)

The easement is for the use by **The City of Shawnee** for the exclusive purpose of constructing, operating and maintaining a public sanitary sewer collection system. Should the grantee abandon the permanent easement for the purpose above stated, then the said easement shall revert to the grantor, its successors and/or assigns.

Signed and delivered this 4th day of Dec., 2014



Grantor


Grantee City of Shawnee

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE)

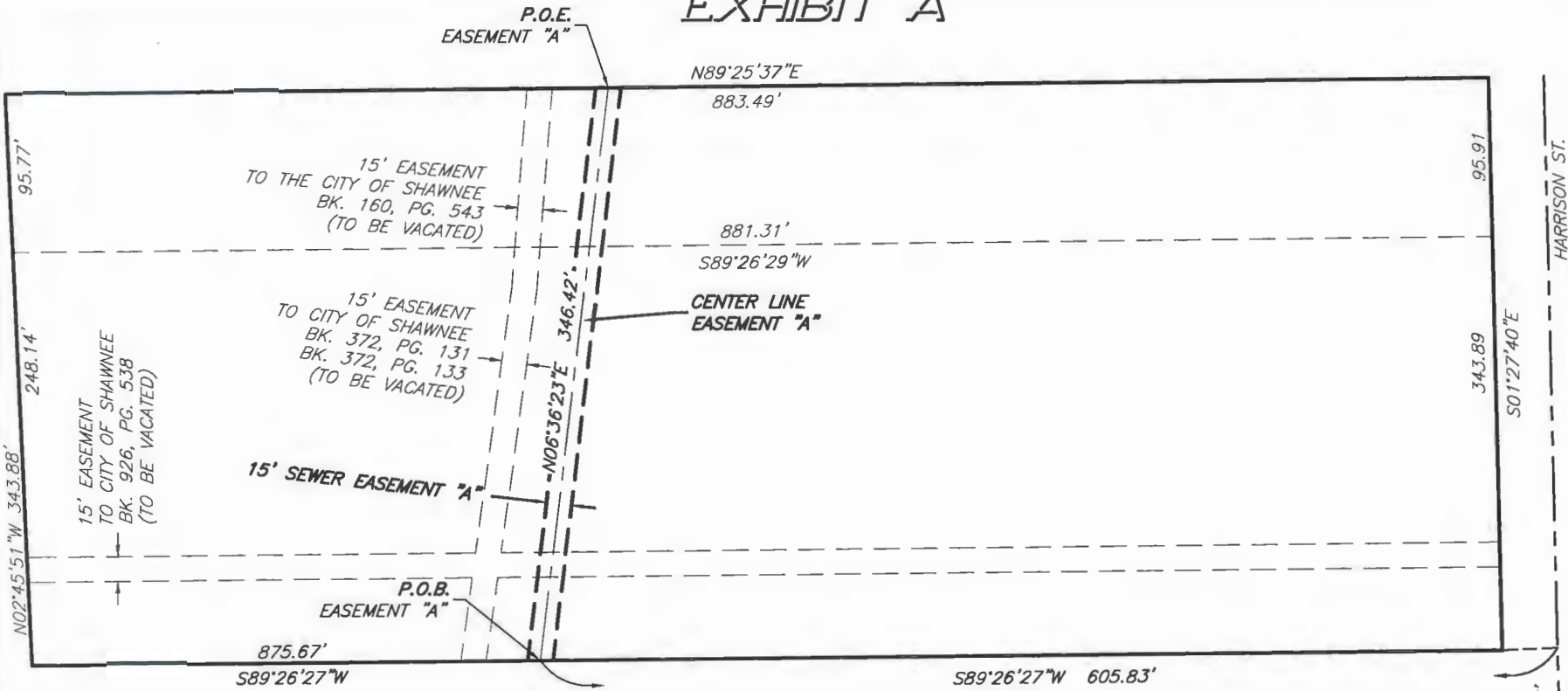
Before me, a Notary Public, within and for said County and State on this 4 day of December, 2014, personally appeared _____ of _____, a corporation, to me known to be the identical person(s) who executed, on behalf of the corporation, the within and foregoing instrument and acknowledgement to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes set forth.

WITNESS my hand and official seal.
My Commission Expires: 4-11-2016



(Signature of Notary Public)

EXHIBIT A



SEWER EASEMENT "A" LEGAL DESCRIPTION:

A FIFTEEN (15) FOOT SEWER EASEMENT LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, WITH AN ASSUMED BASIS OF BEARING OF N01°27'40"W ALONG THE EAST LINE OF SAID NE/4 AND BEING 7.5 FEET EACH SIDE OF A CENTERLINE MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER (SE/C) OF SAID NE/4; THENCE N01°27'40"W ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 368.83 FEET; THENCE S89°26'27"W A DISTANCE OF 605.83 FEET TO THE POINT OF BEGINNING; THENCE N06°36'23"E A DISTANCE OF 346.42 FEET TO THE POINT OF ENDING, SAID EASEMENT CONTAINS 0.12 ACRES, MORE OR LESS.



SCALE:
1" = 100'

P.O.C.
FOUND & HELD PK NAIL
SE/C-NE/4 SEC. 6, T10N-R4E



LANDES ENGINEERING & ASSOCIATES

903 EAST 35TH STREET
SHAWNEE, OKLAHOMA 74804
405-275-5755

TODD CLARK

SHAWNEE, OKLAHOMA CAR MAAT

DRAWN BY: dl

CHECKED RLL

DRAWING NUMBER:

1 of 1

DATE: 11-19-2014 REV.

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Heritage V, LLC, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **The City of Shawnee**, an Oklahoma municipal corporation, its successors and assigns, II permanent easements A described in attached exhibits over the following described property situated in Pottawatomie County, Oklahoma, to wit: with the release of existing sewer line easements are recorded in Book 926 page 338 to follow the existing sewer that currently (2014) exists.

See attachment "A" (Easement)

The easement is for the use by **The City of Shawnee** for the exclusive purpose of constructing, operating and maintaining a public sanitary sewer collection system. Should the grantee abandon the permanent easement for the purpose above stated, then the said easement shall revert to the grantor, its successors and/or assigns.

Signed and delivered this 4th day of Dec., 2014



Grantor

Grantee

City of Shawnee

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)

COUNTY OF POTTAWATOMIE)

Before me, a Notary Public, within and for said County and State on this 4 day of December, 2014, personally appeared _____ of _____, a corporation, to me known to be the identical person(s) who executed, on behalf of the corporation, the within and foregoing instrument and acknowledgement to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes set forth.

WITNESS my hand and official seal.

My Commission Expires: 4-11-2016

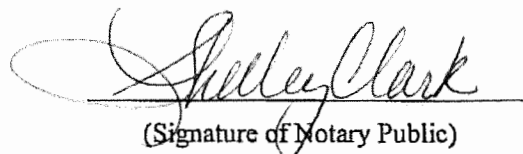
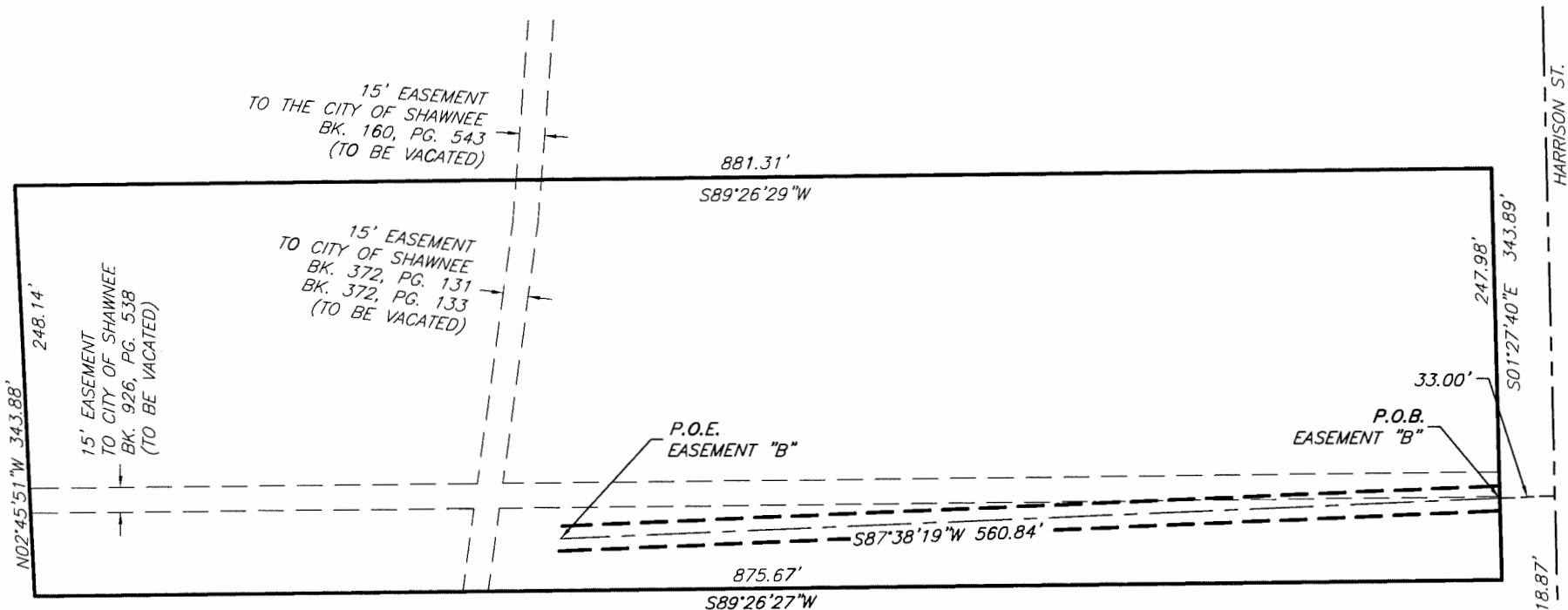

(Signature of Notary Public)

EXHIBIT A



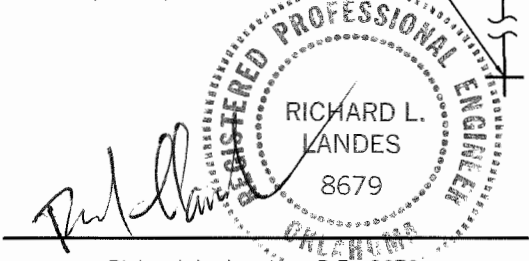
SEWER EASEMENT "B" LEGAL DESCRIPTION:

A FIFTEEN (15) FOOT SEWER EASEMENT LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, WITH AN ASSUMED BASIS OF BEARING OF N01°27'40"W ALONG THE EAST LINE OF SAID NE/4 AND BEING 7.5 FEET EACH SIDE OF A CENTERLINE MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER (SE/C) OF SAID NE/4; THENCE N01°27'40"W ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 418.87 FEET; THENCE S87°38'19"W A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST 33 FOOT STATUTORY RIGHT OF WAY LINE OF SAID NE/4, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING S87°38'19"W A DISTANCE OF 560.84 FEET TO THE POINT OF ENDING, SAID EASEMENT CONTAINS 0.19 ACRES, MORE OR LESS.



SCALE:
1" = 100'

P.O.C.
FOUND & HELD PK NAIL
SE/C-NE/4 SEC. 6, T10N-R4E



Richard L. Landes, P.E. 8679

TODD CLARK
SHAWNEE, OKLAHOMA

| | | |
|--------------|------------------|------------------------|
| DRAWN BY: dl | JOB NUMBER: 7178 | DRAWING NUMBER: 1 of 1 |
| CHECKED RLL | | |

LANDES ENGINEERING & ASSOCIATES
903 EAST 35TH STREET
SHAWNEE, OKLAHOMA 74804
405-275-5755

| | |
|------------------|------|
| DATE: 11-26-2014 | REV. |
|------------------|------|

Regular Board of Commissioners

1. d.

Meeting Date: 02/02/2015

Splash Pad

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Request authorization to advertise for bids for the Boy Scout Park Splash Pad site construction and for installation of selected water feature apparatus.

Attachments

Splash Pad Memo

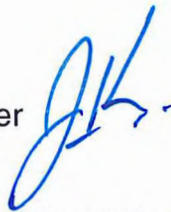
| | | |
|---|--|---|
| <p>Mayor WES MAINORD</p>  | <p>The City of Shawnee PO Box 1448 Shawnee Oklahoma 74802-1448 (405) 273-1250 Fax (405) 878-1581 www.ShawneeOK.org</p> | <p>Commissioners GARY VOGEL LINDA AGEE JAMES HARROD KEITH HALL LESA SHAW MICHEAL DYKSTRA</p> |
|---|--|---|

MEMORANDUM

Date: January 28, 2015

To: Justin Erickson, Interim City Mgr.

From: John Krywicki, P.E., City Engineer



Re: Proposed Splash Pad Facility at Boy Scout Park

Nature of the Request:

1. Request authorization to advertise for bids the construction of the splash pad facility and installation of the selected water feature equipment and apparatus', and
2. Authorize staff to purchase selected water feature equipment and mechanical system direct from supplier.

Staff Analysis, Considerations:

The proposed Splash Pad Facility will be located within Boy Scout Park, located at the northeast corner of Main & Pesotum, see attached Exhibit "A" for general location. Funding for the project is a combination of both public and private financing, with the AVEDIS Foundation providing a \$200,000+ grant towards the project.

The Exhibit "B" shows the general concept layout for the splash pad, and Exhibit "C" details the type of feature equipment and their locations on the pad. Exhibit "D" is a listing of the types of equipment with a more specific description of what they do. Exhibit "E" is another listing of the equipment and mechanical system to be used along with their costs from the supplier.

In order to get the splash pad facility constructed and opened for this summers use (by the end of May 2015), we have established the following tentative schedule that will need to be met:

- Feb 2, 2015—Request Commission authorization to advertise project for bids.
- Feb 9-10, 2015—Receive and finalize design plans and bid documents.
- Feb 12, 2015—Advertise project for bids, and Purchase splash pad equipment.
- March 4, 2015—PreBid Meeting.

- March 16, 2015—Bid Opening, and Award contingent on City Engr review/approval.
- March 17, 2015—Notice of Award given to Contractor
- March 20, 2015—PreWork Meeting and NTP issued
- March 23, 2015—Start work on 50 day calendar day Contract.
- May 12, 2015—Substantial Completion by Contract (barring weather days).

Rationale for purchasing water feature equipment directly from supplier is twofold:

- a) It will speed up fabrication and delivery time, ensuring equipment will be onsite when Contractor is ready for installation. It will take approximately 12-15 weeks from the time the order is placed for the equipment until it is delivered onsite. As such, the successful Contractor would not be able to order the equipment at least till March 23, 2015 when contracts for the project have been executed and he/she has received the NTP (Notice to Proceed), thus, equipment would not be delivered until well after schools out, near the end of June, and
- b) By purchasing the equipment directly from the supplier, and not making it part of our actual bid project and documents, we will save approximately 12-15% markup that the Contractor will add if they are the ones purchasing the equipment as part of the overall project. Also, by purchasing directly from the supplier, we are able to place our order by February 12th, and the fabrication process can start then, thus, having a reasonable expectation that the equipment will be delivered by the first week in May when the Contractor will be ready for installation.

The quoted cost of the selected water feature equipment and mechanical system is at \$133,207.00 (see Exhibit "E"). The overall estimate for the complete project (construction and equipment) is at \$406,587.50

Budget Considerations:

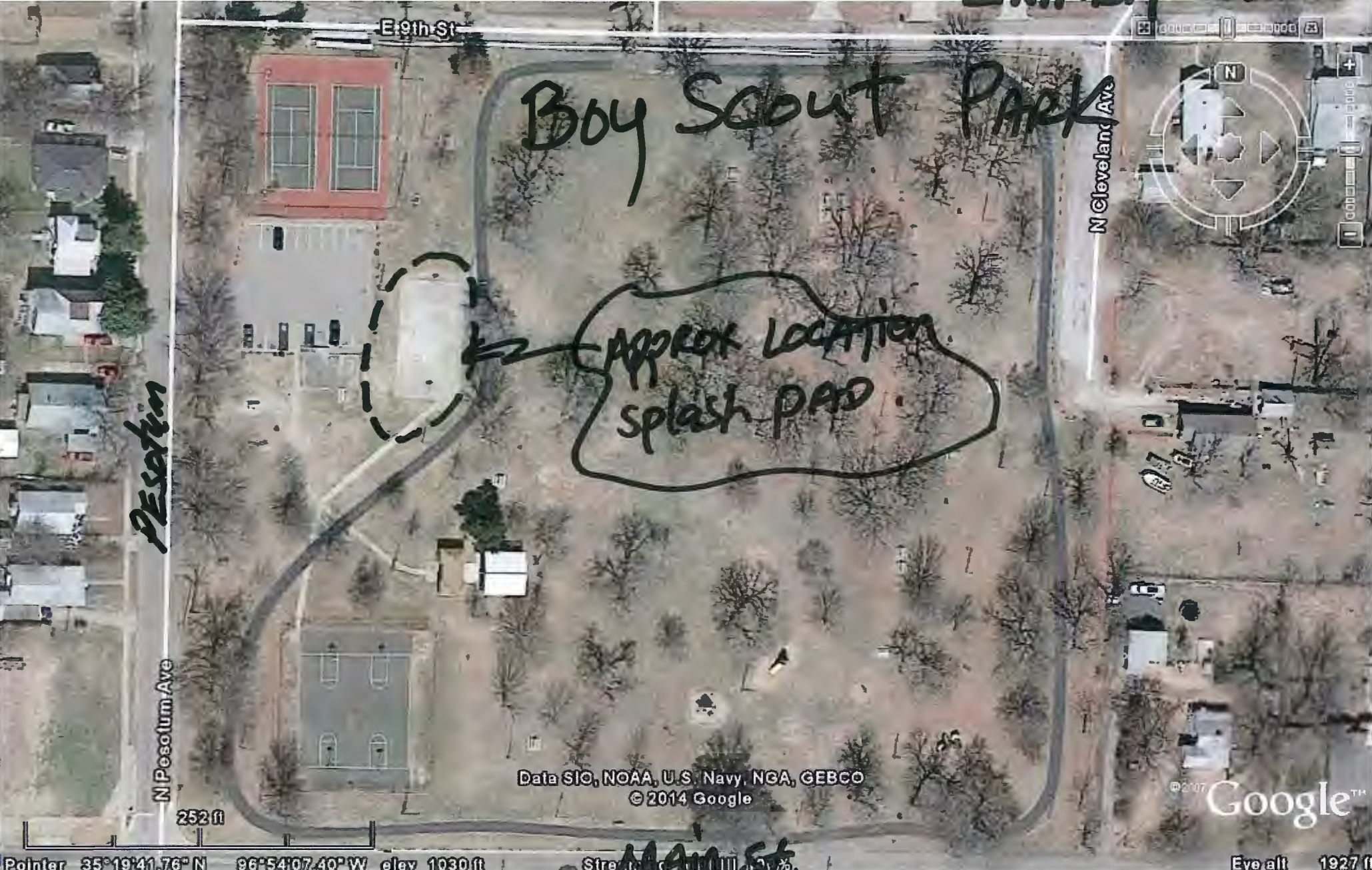
The estimated budget for the project is shown on Exhibit "F". The City has applied for and received a matching grant of \$203,293.75 from the AVEDIS Foundation, with the balance of the project funding to come from the City and other sources.

Recommendations:

Staff is recommending that the City Commission approve both the request to advertise the project for construction and installation of the purchased equipment, and to authorize staff to purchase the equipment directly from the supplier.

If you have any questions or need additional information, please advise.

EXHIBIT "A"



Boy Scout Park

APPROX LOCATION
SPLASH PAD

Pesotum

MAIN ST.

EXHIBIT "B"

ARC
Aquatic Recreation Company



Overhead view for: City of Shawnee, OK SPLASH PAD

EXHIBIT "C"

Overall pad dimensions:
57' x 70'

- A** Water Whoosh
- B** Triple Fun Tree
- C** Flower Shower
- D** Pine Tree Shower
- E** Misty Spray
- F** Bubbler
- G** Rotating Mister
- H** Aim & Spray
- I** Water Bug Fan Spray
- J** Stream Jet
- K** Tot Shower Dome
- L** Shape Spray Stand
- M** Junior Water Jewel
- N** Triangle Stream Manifold
- O** Water Pillar
- P** Arch Jet
- Q** Stream Jet Manifold
- R** Arch Jet Manifold
- S** Wall Stream Jet
- T** Foot Activation Pod
- U** Activation Bollard

Total System Flow Rate: 132 GPM





Custom Water Whoosh

The **Water Whoosh** is a 20ft structure that randomly pours a generous amount of water from a very large funnel shaped bucket onto the platform roof, splashing out onto users below.



5 to 10 GPM
18.93 to 37.85 LPM
20' x 6' 1 1/2" x 8' 0"
6.09 x 1.87 x 2.43 m
35' 0" x 25' 0"
10.67 x 7.62 m



Triple Fun Tree

The **Triple Fun Tree** is a structure that emits water from 10 foot high structure with 3 armatures, including a Water Spout, Water Funnel, and Water Bucket onto the users below.



Maximum flow 85 GPM
321.76 LPM
Standard flow — — —
Minimum flow 50 GPM
189.27 LPM
Size 10' 0" x 7' 0"
3.05 x 2.13 m
Splash zone 25' 0" Diameter
7.62 m Diameter



Flower Shower

The **Flower Shower** is a themed product that emits a heavy crown jet nozzle effect from the top of the flower petals onto users below.



- Maximum flow** 15 to 40 GPM
56.78 to 151.42 LPM
- Minimum flow** 5 to 10 GPM
18.93 to 37.85 LPM
- Size** 10' 0" x 6' 5"
3.05 x 1.98 m
- Splash zone** 15' 0" Diameter
4.57 m Diameter



Pine Tree Shower

The **Pine Tree Shower** is a themed product that emits a heavy crown jet nozzle effect from the top of the tree branches onto users below.



- 5 to 10 GPM
18.93 to 37.85 LPM
- 12' 0" x 6' 5"
3.66 x 1.98 m
- 15' 0" Diameter
4.57 m Diameter



Rotating Mister

The **Rotating Mister** is an interactive spray feature that emits multiple misting effects from a rotating head that swivels left and right.



- Flow Range** 8 to 10 GPM
30.28 to 37.85 LPM
- Size** 3' 6" x 0' 8"
1.09 x .203 m
- Splash zone** 12' 0"
3.66 m Diameter



Aim N Spray

The **Aim N Spray** is an interactive structure that emits a single stream of water from the 14" rotating head spray on the top of the feature.



- Flow Range** 2.5 to 5 GPM
9.46 to 18.93 LPM
- Size** 3' 6" x 0' 14"
1.1 x .356 m
- Splash zone** 15' 0" Radius
4.57 m Radius



Water Bug Fan Spray

The **Water Bug Fan Spray** is a structure that emits two sheeting fan water effect from a 12" diameter cap.



Flow Range 10 to 20 GPM
37.85 to 75.71 LPM

Size 0' 12" Diameter
.30 m Diameter

Splash zone 10' 0" x 6' 0"
3.05 x 1.83 m



Tot Shower Dome

The **Tot Shower Dome** is a structure that emits a water effect from the top of a 2'6" diameter dome that spreads out around the perimeter and falls to users below. This small scale structure is a great activity for early age children.



Flow Range 5 to 10 GPM
18.93 to 37.85 LPM

Size 4' 0" x 2' 0"
1.22 x .61 m

Splash zone 6' 0" x 6' 0"
1.83 x 1.83 m



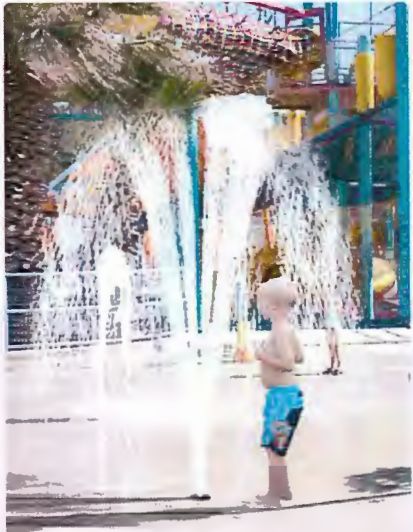
Tot Shape Spray Stand

Available Shapes



The **Tot Spray Stand** is a 1' 6" structure with a top that is offered in various geometric shapes. In the center of the top shape is a spray nozzle that sprays water up and out onto users. The shapes provide an educational experience for toddlers.

| | |
|--------------------|-----------------------------------|
| Flow Range | 5 GPM 18.93 LPM |
| Size | 1' 6" x 2' 0" 1.10 x .609 m |
| Splash zone | 8' 0" Diameter 2.44 m Diameter |



Junior Water Jewel

The **Jr Water Jewel** is a ground spray element that emits vertical streams of water in an outward arching pattern. The feature flow rates can be adjusted to increase or decrease stream spray heights and projection. The Jr Water Jewel is designed for wet deck applications with no standing water.

| | |
|--------------------|-----------------------------------|
| Flow Range | 7 GPM 2.13 LPM |
| Size | 6' 0" x 0' 3 1/2" 1.83 x .11 m |
| Splash zone | 8' 0" Diameter 2.44 m Diameter |



Stream Jet Triangle

The **Stream Jet Triangle** is a ground spray element that emits three (3) single streams of water upward. The feature flow rates can be adjusted to increase or decrease the spray height. The Stream Jet Triangle is designed for wet deck applications with no standing water.



| | |
|----------------------|------------------------------------|
| Maximum flow | 30 GPM 113.56 LPM |
| Standard flow | 15 GPM 56.78 LPM |
| Minimum flow | 3 GPM 11.36 LPM |
| Size | 5' 0" x 3' 0" 1.52 x .914 m |
| Splash zone | 11' 0" Diameter 3.35 m Diameter |



Water Pillar

The **Water Pillar** is a ground spray element that emits multiple vertical streams of water to form a pillar. The feature flow rates can be adjusted to increase or decrease the spray height effect. The Pillar Spray is designed for wet deck applications with no standing water.



| | |
|--------------------|------------------------------------|
| Flow Range | 10 GPM 37.85 LPM |
| Size | 5' 0" x 0' 9 1/4" 1.52 m x .274 |
| Splash zone | 10' 0" Diameter 3.05 m Diameter |

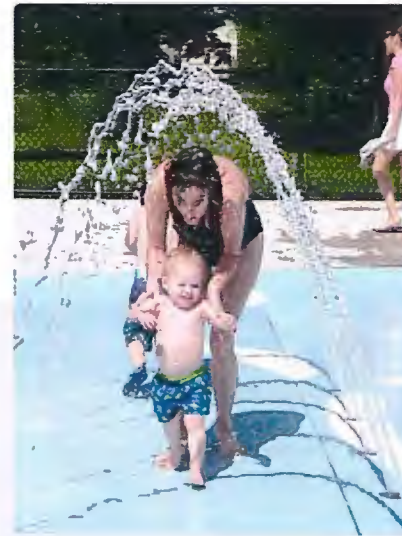


Stream Jet Manifold

The **Stream Jet Manifold** is a ground spray element that emits seven (7) clear vertical streams of water. The feature flow rates can be adjusted to increase or decrease the spray height. The Stream Jet Manifold is designed for wet deck applications with no standing water.

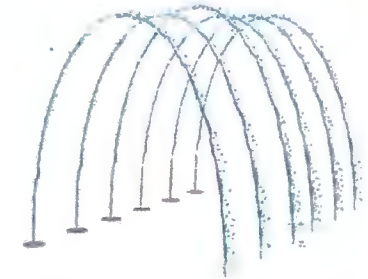


| | |
|----------------------|---------------------------------|
| Maximum flow | 70 GPM 264.98 LPM |
| Standard flow | 35 GPM 132.49 LPM |
| Minimum flow | 7 GPM 26.50 LPM |
| Size | 15' 0" x 5' 0" 4.57 x 1.52 m |
| Splash zone | 20' 0" x 8' 0" 6.09 x 2.44 m |



Arch Jet Manifold

The Arch Jet Manifold is a ground spray element that emits six (6) clear arching streams of water creating a tunnel formation. The feature flow rates can be adjusted to increase or decrease the spray height and projection. The Arch Jet Manifold is designed for wet deck applications with no standing water.



| | |
|----------------------|---------------------------------|
| Maximum flow | 60 GPM 227.12 LPM |
| Standard flow | 30 GPM 113.56 LPM |
| Minimum flow | 6 GPM 22.71 LPM |
| Size | 5' 0" x 12' 6" 1.52 x 3.84 m |
| Splash zone | 17' 8" x 9' 0" 5.42 x 2.74 m |

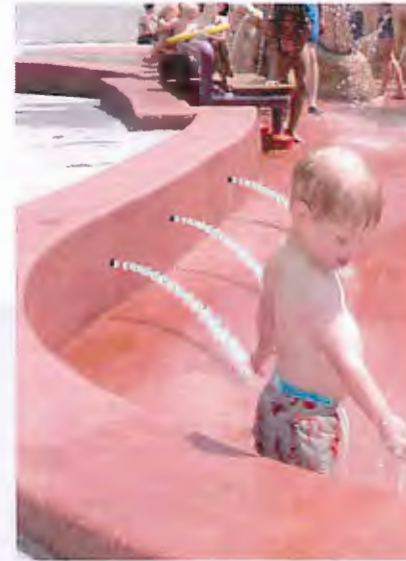


Stream Jet

The **Stream Jet** is a ground spray element that emits a single stream of water upward. The feature flow rates can be adjusted to increase or decrease the spray height. The Stream Jet is designed for wet deck applications with no standing water.

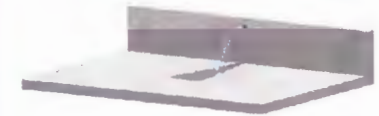


| | |
|----------------------|-----------------------------------|
| Maximum flow | 10 GPM 37.85 LPM |
| Standard flow | 5 GPM 18.93 LPM |
| Minimum flow | 1 GPM 3.78 LPM |
| Size | 5' 0" x 0" 3½" 1.52 x .106 m |
| Splash zone | 8' 0" Diameter 2.44 m Diameter |



Side Wall Stream

The **Side Wall Stream** is a single stream nozzle effect in a niche housing that sprays out water gracefully from a wall above a concrete pad or swimming pool onto users.



| | |
|--------------------|--------------------------------|
| Flow Range | 5 GPM 18.93 LPM |
| Size | 2' 0" x 1' 6" .609 x .487 m |
| Splash zone | 5' 0" x 2' 0" 1.52 x .609 m |



Bubbler

The **Bubbler** is a ground spray element that emits a low foaming mound of water. The feature flow rates can be adjusted to increase or decrease bubbler height and volume. The Bubbler is designed for wet deck applications with no standing water.



| | |
|----------------------|-----------------------------------|
| Maximum flow | 20 GPM 75.71 LPM |
| Standard flow | 10 GPM 37.85 LPM |
| Minimum flow | ----- |
| Size | Will Vary with Flow |
| Splash zone | 3' 0" Diameter .914 m Diameter |



Misting Spray

The **Misting Spray** is a ground spray element that emits a misting water effect in an upward and outward pattern. The feature flow rates can be adjusted to increase or decrease misting spray heights and projection. The Misting Spray is designed for wet deck applications with no standing water.

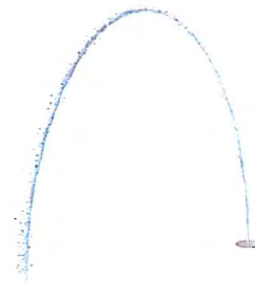


| | |
|--------------------|------------------------------------|
| Flow Range | 3 to 6 GPM 11.35 to 22.71 LPM |
| Size | 4' 0" x 0' 9 1/2" 1.22 x .282 m |
| Splash zone | 8' 0" Diameter 2.44 m Diameter |



Arch Jet

The **Arch Jet** is a ground spray element that emits a single stream of water arching outward. The feature flow rates can be adjusted to increase or decrease the spray height and projection. The Arch jet is designed for wet deck applications with no standing water.



| | |
|----------------------|--------------------------------|
| Maximum flow | 10 GPM 37.85 LPM |
| Standard flow | 5 GPM 18.93 LPM |
| Minimum flow | 1 GPM 3.78 LPM |
| Size | 5' 0" x 3' 6" 1.52 x 1.1 m |
| Splash zone | 8' 0" x 5' 0" 2.44 x 1.52 m |

EXHIBIT "E"

DESIGN CONCEPT
 PRODUCT SELECTION
 MECHANICAL DRAWING
PRICING
 SPECIFICATIONS

Quote for: **City of Shawnee, OK**

| Water Play Features | | Unit Sale Price | Final Sale Price | Water Play Features Total |
|---------------------|------------------------|-----------------|------------------|---------------------------|
| 1 | Triple Fun Tree | \$7,800.00 | \$7,800.00 | \$90,625.00 |
| 1 | Rotating Mister - SS | \$4,570.00 | \$4,570.00 | |
| 1 | Water Whoosh | \$35,950.00 | \$35,950.00 | |
| 1 | Aim N Spray | \$5,090.00 | \$5,090.00 | |
| 2 | Flower Shower | \$4,800.00 | \$9,600.00 | |
| 1 | Pine Tree Shower - SS | \$7,500.00 | \$7,500.00 | |
| 2 | Water Bug Fan Spray | \$840.00 | \$1,680.00 | |
| 1 | Tot Shower Dome - SS | \$2,500.00 | \$2,500.00 | |
| 2 | Shape Spray Stand - SS | \$1,800.00 | \$3,600.00 | |
| 2 | Stream Jet | \$195.00 | \$390.00 | |
| 1 | Stream Jet Manifold | \$1,100.00 | \$1,100.00 | |
| 2 | Arch Jet | \$195.00 | \$390.00 | |
| 1 | Arch Jet Manifold | \$1,275.00 | \$1,275.00 | |
| 1 | Bubbler | \$830.00 | \$830.00 | |
| 2 | Stream Jet Triangle | \$680.00 | \$1,360.00 | |
| 2 | Water Pillar | \$1,100.00 | \$2,200.00 | |
| 2 | Misting Spray | \$1,075.00 | \$2,150.00 | |
| 2 | Junior Water Jewel | \$660.00 | \$1,320.00 | |
| 2 | Side Wall Stream | \$660.00 | \$1,320.00 | |

Water play feature design notes:

- All above water play features are to be the standard product of Aquatic Recreation Company (ARC).
- All above ground structures are flange mounted to concrete pad.
- All above ground features are offered in the following colors: Red, Orange, Yellow, Green, Blue, Purple, Brown, & White.
- All ground spray features are imbed and installed prior to concrete being poured.

Quote for: City of Shawnee, OK

Mechanical System

Domestic Water System

System Total

523,124

2 Activation Bollard

To consist of an activation bollard with touch sensor that will signal control panel to activate feature supply system for set duration of time. ARC Model ACT-BP

1 Control Panel - On/Off

To be a UL listed control panel consisting of a programmable control system that will set hours of operation, duration of spray, and activate water flow through a touch censored Activation Bollard.

3 Drainage Box

To consist of a fiberglass drainage box with grate top.

1 Distribution Manifold - 29 Valves

A pre-plumbed distribution manifold for all water activities. Manifold to be connected to main water supply and have all discharge lines with manual flow control to water play elements.

EXHIBIT "E" cont

Quote for: City of Shawnee, OK

Pricing Summary

Total Price for Equipment and Services as described above:

Design Services Total

\$118,771

FOB Eden Prairie Freight:

\$5,250

Optional Products:

Sequencing Upgrade

Add:

To include the addition of electric solenoid valves on each individual feed line and on upgrade to the control panel to be a fully programmable touch screen PLC.

\$9,186

\$133,207.00
x 0.12

Optional Services:

Sealed Engineering Stamp -

Add

ARC to have drawings stamped by a licensed PE in the State of project.

* POTENTIAL SAVINGS
CITY COULD REALIZE
IF ORDER EQUIPMENT
DIRECT FROM SUPPLIER

\$15,984.84
~~\$1,900~~

System Startup and Training

Add:

ARC to provide (1) factory direct technician for (3) day of system startup, balancing and commissioning.

\$4,719

*ARC offers on-site supervision and startup services at additional costs.

*Equipment Enclosures are offered at additional costs (otherwise mechanical equipment to be stored in above ground equipment enclosure, by others).

EXHIBIT "F"

Financial Profile

Cost Estimate and Sponsor's Matching Share

Cost Estimate

City of Shawnee Briscoe Boy Scout Park Splash Pad

| Source of Funds | Grant Request | Cash Match | In-Kind Match | Donation Match | Totals |
|--------------------|---------------|---------------|---------------|----------------|--------------|
| Advedis Foundation | \$ 203,293.75 | | | | \$203,293.75 |
| Sponsor/Applicant | | \$ 198,533.75 | \$ 4,760.00 | | \$203,293.75 |
| Totals | \$ 203,293.75 | \$ 198,533.75 | \$ 4,760.00 | | \$406,587.50 |

| Use of Funds | Grant Request | Cash Match | In-Kind Match | Donation Match | Totals |
|--------------------------|---------------|---------------|---------------|----------------|--------------|
| I. Professional Services | | | | | |
| Design / Engineering | \$ 15,000.00 | \$ 15,000.00 | | | \$ 30,000.00 |
| II. Park Construction | | | | | |
| Water/sewer/elec. | \$ 7,000.00 | \$ 6,000.00 | | | \$ 13,000.00 |
| Sidewalks | | \$ 10,000.00 | | | \$ 10,000.00 |
| Splash Pad Construction | \$ 131,293.75 | \$ 117,333.75 | | | \$248,627.50 |
| Restroom Materials | \$ 50,000.00 | | | | \$ 50,000.00 |
| Restroom Construction | | \$ 50,000.00 | | | \$ 50,000.00 |
| Demolition and leveling | | | \$ 4,760.00 | | \$ 4,760.00 |
| III. Other | | | | | |
| Signage | | \$ 200.00 | | | \$ 200.00 |
| Totals | \$ 203,293.75 | \$ 198,533.75 | \$ 4,760.00 | | \$406,587.50 |

Regular Board of Commissioners

1. e.

Meeting Date: 02/02/2015

Splash Pad Apparatus

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize purchase of selected water feature apparatus' and mechanical system direct from supplier and authorize budget amendment to Capital Fund 301 for said purchase.

Attachments

Splash Pad Budget

Regular Board of Commissioners

1. f.

Meeting Date: 02/02/2015

EM Grant

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to sign agreement with Oklahoma Department of Emergency Management for subgrant of Emergency Management Performance Grant (EMPG) funds.

Attachments

EM Grant Memo

City of Shawnee Memorandum

To: Honorable Mayor and City Commissioners
Through: Justin Erickson, Interim City Manager
From: Donald D. Lynch, Emergency Management Director
Date: January 28, 2015
Re: Contract with State Emergency Management for Sub-Grant



NATURE OF THE REQUEST:

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

STAFF ANALYSIS /CONSIDERATIONS:

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

The City Commission authorized staff to apply for this grant at its November 3, 2014 meeting.

The City Attorney has reviewed the documents and approved them as to form.

RECOMMENDATION:

Staff recommends approval.

BUDGET CONSIDERATION:

This will provide \$44,834.00 for Federal Fiscal Year 2015. This amount is level funding from what we received in FFY 2014.

Thank you for your favorable attention to this request.

**AGREEMENT FOR THE SUB-GRANT OF
EMERGENCY MANAGEMENT PERFORMANCE
GRANT PROGRAM FUNDS**

This agreement is entered into by and between **The State of Oklahoma Department of Emergency Management**, and The City of Shawnee, Oklahoma, hereinafter referred to as the Political Subdivision. **Witnesses that** Oklahoma Department of Emergency Management and the Political Subdivision for the considerations named agree as follows:

Article 1. Eligibility Criteria

To be eligible for an Emergency Management Performance Grant (EMPG) Sub-grant, a local jurisdiction must meet the following eligibility requirements:

1. The Jurisdiction must have a paid Emergency Management Director, either full or part time, who works at least 20 hours a week and is employed as defined under Oklahoma State Statute, Title 63-683.11 to 13. (See Title 63 excerpt attachment provided in application packet) Emergency Management Compact and the Fair Labor Standards Act.
2. The Emergency Management Program budget must match or exceed the Emergency Management Performance Grant dollar amount and cover the entire cost of the jurisdiction's emergency management office, independent of any sub-grant money. The Emergency Management Performance Grant is based on a 50/50 match (50% local and 50% state). A certified copy of the Emergency Management Budget for the jurisdiction must be included with the application.*
3. A list of an All Hazard, Whole Community Planning Group Annexes or Emergency Support Function (ESF) representatives, Tribal representatives, Higher-Education

representatives, business partners as well as any other persons the Planning Group deems necessary to promote the “whole community” concept of planning. The Planning Group list will include name, position, email and phone number (form provided).

4. Maintain a 24 hour point of contact who will promptly report to Oklahoma Department of Emergency Management Duty Officer, (800) 800-2481, all significant events happening within the jurisdiction. (Per State Statute, Title 63 – 683 .11 . E)
5. A current Emergency Operations Plan and a State Approved Hazard Mitigation Plan.
6. National Incident Management System (NIMS) Compliance Certificate

* Please note: The Jurisdiction cannot replace the Emergency Management program’s budget with Emergency Management Performance Grant funds. This means the previously budgeted Jurisdictional Emergency Management program cannot be reduced when receiving the EMPG funds. The EMPG funds are supplemental funds for improving and/or increasing the Jurisdiction’s Emergency Management Program only.

Article 2. Authorized Representatives

The Director of Oklahoma Department of Emergency Management shall be the representative for the agency authorized to complete work and negotiate changes to this agreement. The Director of Emergency Management for the Political Subdivision shall be the representative for the Political Subdivision authorized to complete work and negotiate changes to this agreement. The Political Subdivision will, on a form provided by Oklahoma Department of Emergency Management, identify a Director of Emergency Management for the Political Subdivision, an alternate, and the Political Subdivision’s official mailing address. The Director of Emergency Management for the Political Subdivision will serve as the Political Subdivision’s official point of contact (POC), responsible for reporting on, or responding to inquiries regarding the four (4)

phases of emergency management (mitigation, preparedness, response and recovery) plus the recently added mission areas of Prevention and Protection, to include incident reporting.

Article 3. Duration

This agreement shall be in full force and effective at 12:01 a.m. on October 1, 2014 by both parties and terminating at 12:00 p.m. on September 30, 2015, unless terminated by either party prior to that time, in writing. Oklahoma Department of Emergency Management may extend the term of this Agreement by giving written notice to the Political Subdivision 30 days prior to the end of this Agreement. If Oklahoma Department of Emergency Management exercises this option, the extended Agreement shall be considered to include this option provision. The total duration of this Agreement, including the exercise of any options under this clause, shall not exceed three years.

Article 4. Purpose

The purpose of this agreement is to provide a 50/50 sub-grant with a portion of the funds awarded to the State of Oklahoma under the Federal Emergency Management Agency (FEMA)'s Emergency Management Performance Grant (EMPG) program. The EMPG program encourages the development of a comprehensive emergency preparedness system for all hazards by the State and local governments.

Article 5. Authorities

The authorities for this award are:

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. § 5121 et. Seq. (the Stafford Act); Title 44, Code of Federal Regulations (CFR), Part 302, et. Seq.; U.S. Department of Homeland Security Presidential Directive 5 (HSPD-5); Oklahoma

Emergency Management Act 2003, 63 O.S. 683. 1 et. Seq.; State Administrative Plan adopted by the Oklahoma Department of Emergency Management.

Article 6. Trafficking in Persons

A. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in sever forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect;or
 - c. Use forced labor in the performance of the award or subawards under the award.
2. We, as the State awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term;or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

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

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

C. Provisions applicable to any recipient.

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

D. Definitions. For purposes of this award term:

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

Article 7. National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to

ensure compliance with applicable laws including: National Environment Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, here is the screening form link: (The Screening Form is available at: www.fema.gov/doc/government/grant/bulletins/infor329_final_screening_memo.doc). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Oklahoma Department of Emergency Management. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

Article 8. Scope of Work Priority for FY 2015

Advancing *“Whole Community” Security and Emergency Management*. As the country experiences threats of terrorism, attacks (foreign and domestic) and natural disasters,

communities are challenged to develop collective local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains or improves the community's overall well being. Achieving this collective capacity calls for innovative approaches across the community. This includes emergency management building up existing practices, institutions, and organizations that help make local communities successful and that can leverage this infrastructure if and when an incident occurs.

Minimum Task/Activity Requirements

To address the priorities the following activities are the **minimum** task requirements that shall be completed by the Political Subdivision:

A. QUARTERLY ALL HAZARD, WHOLE COMMUNITY PLANNING GROUP

MEETINGS:

An All-Hazard, Whole Community Planning group will be formed consisting of all Annexes or Emergency Support Function (ESF) representatives, Tribal representatives, Higher Education representatives and business partners as well as any other persons the Planning Group deems necessary to promote the "whole community" concept of planning to meet quarterly.

Measurement Method:

1. A meeting invitation letter for each meeting to include a mailing list (can be an email copy).
2. An agenda for each quarterly meeting (suggested template provided).
3. Minutes of each quarterly meeting.
4. Sign-in sheets for each quarterly meeting (dated).

***Reporting:** All Deliverables will be submitted to the Oklahoma Department of Emergency Management Area Coordinator assigned to the jurisdiction.*

B. EMERGENCY OPERATIONS PLAN:

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

Measurement Method:

1. The quarterly report submitted to Oklahoma Department of Emergency Management will include the Evaluation Matrix for CPG 101 v.2
2. An Emergency Operations Plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction's highest elected official (form provided).

C. A HAZARD MITIGATION PLAN APPROVED BY THE STATE AND UPDATED AS REQUIRED:

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

Measurement Method:

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

D. A CURRENT LIST OF TRAINING AND EXERCISES:

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

Measurement Methods:

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

E. FOUR EXERCISES OF ANY TYPE

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

Measurement Methods

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

F. ONE (1) FULL SCALE EXERCISE:

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

Measurement Methods

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

G. ATTENDANCE OF THE PROFESSIONAL DEVELOPMENT WORKSHOP:

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

Measurement Methods

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

H. ATTENDANCE OF THE ANNUAL OKLAHOMA EMERGENCY MANAGEMENT CONFERENCE:

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

Measurement Methods

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

I. ATTENDANCE OF THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AREA COORDINATOR'S QUARTERLY QUADRANT MEETINGS.

The Emergency Management Director shall attend the Oklahoma Department of Emergency Management Area Coordinator's Quarterly Quadrant meetings.

Measurement Methods

A copy of the sign-in sheet.

J. CURRENT LIST OF ONGOING WHOLE COMMUNITY PREPAREDNESS PROJECTS: Activities could include, newspaper articles, talks on preparedness to

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

Measurement Methods

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

Article 9: Sub-Grant Administration

Beginning with the first quarter, each EMPG-Political Subdivision will be visited a minimum of twice each year by an Area Coordinator or other representative of Oklahoma Department of Emergency Management. A minimum of one (1) progress report will be prepared and filed each quarter by the Political Subdivision by submitting documentation/deliverables to jurisdiction's assigned Oklahoma Department of Emergency Management Area Coordinator.

The Field Visits shall be conducted at a mutually agreed date, time and location during the quarter:

- 1st Quarter: October 1, 2014 – December 30, 2014
- 2nd Quarter: January 1, 2015 – March 31, 2015
- 3rd Quarter: April 1, 2015 – June 30, 2015
- 4th Quarter (Closeout): July 1, 2015 – September 30, 2015

A. A record of each field visit will be recorded by the Political Subdivision's Oklahoma Department of Emergency Management Area Coordinator.

B. Other duties as assigned. Any tasking which Oklahoma Department of Emergency Management receives from the U.S. Department of Homeland Security, FEMA or any other federal agency and which is emergency management related and which requires the assistance of the Political Subdivision shall also be considered as part of the required tasking elements under the sub-grant.

C. Audit Letter. If the Political Subdivision receives \$500,000 or more in Federal funds in Federal Fiscal Year 2015, they are responsible for compliance with the provisions of the

Single Audit Act Amendments of 1996. That Political Subdivision shall submit a copy of their audit letter signed by the auditor for Federal Fiscal Year 2015 to Oklahoma Department of Emergency Management.

Article 10: Time of Completion

All work shall be completed by the Political Subdivision during Federal Fiscal Year 2015, with the exception that the auditor's opinion letter which accompanies the jurisdiction's annual audit must be submitted as soon as the audit is completed.

Article 11: Suspension of Sub-Grant/Debarment from future awards

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

Article 12: General Provisions

- A. All work shall be completed in a professional manner and in compliance with all applicable laws.
- B. To the extent required by law, individuals duly licensed and authorized by law to do so shall perform all work.
- C. The Political Subdivision warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Political Subdivision or its employees or agents.
- D. The Political Subdivision agrees that neither it nor its employees or agents are covered under insurance paid for by the State of Oklahoma, and are not authorized to obligate the State of Oklahoma, its employees or agents.

- E. The Standard Assurances for Federal Funds submitted by the Political Subdivision, as part of their application package, are hereby referenced and incorporated into this agreement.

Article 13: The Contract Price and Payment Terms

A. Oklahoma Department of Emergency Management shall pay the Political Subdivision for the work performed under this agreement the sum of 44,834.00 Dollars subject to the following terms and conditions:

1. Payment in the amount of 25% will be made by Oklahoma Department of Emergency Management for the First Quarter, after January 15, 2015 following receipt of the fully executed agreement and receipt of the quarterly payment request letter from the jurisdiction along with documentation of the first quarter's tasks. The Oklahoma Department of Emergency Management Area Coordinator will approve each payment.
2. Payment in the amount of 25% will be made for the Second Quarter after April 15, 2015 upon receipt of the quarterly request letter and when terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Area Coordinator.
3. Payment in the amount of 25% will be made for the Third Quarter after July 15, 2015 upon receipt of the quarterly request letter and when terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Area Coordinator.
4. Final payment in the amount of 25% will be made for the fourth quarter after October 15, 2015, upon receipt of the quarterly request letter and terms of the agreement have

been met and affirmed by the Oklahoma Department of Emergency Management Area Coordinator.

- B. All payments will be contingent on receipt of the jurisdictions payment requests and the Oklahoma Department of Emergency Management Area Coordinator's review.
- C. Oklahoma Department of Emergency Management shall provide to the Political Subdivision technical assistance in fulfilling this agreement to the extent resources are available.
- D. All project documentation will be retained for a period consistent with the jurisdiction's records retention policy but not for a period of less than three (3) years.

Article 14: Funding Guidelines

EMPG Grant funds can only be used for the purpose set forth in this contract. All EMPG Grant fund expenditures must be accounted for and follow this funding guidance. Grant funds may not be used for matching funds for Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, EMPG grant funds may not be used to sue the Federal government or any other government entity.

Oklahoma Department of Emergency Management will require that the Political Subdivision account for all EMPG expenditures and matching funds.

A. The EMPG Program Requires a Cost Match

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

match and actual expenditures of the Grant Funds shall be supplied to Oklahoma Department of Emergency Management.

B. Allowable Costs

Planning

FY 2015 EMPG Grant funds may be used for a range of emergency management planning activities.

Planning activities may include, but are not limited to, the following:

- Twenty-five percent (25%) of the EMPG Grant monies must be spent toward planning.
- Community-based planning to advance “whole community” security and emergency management.
- Maintaining a current Hazard Mitigation Plan that includes the Hazard Identification and Risk Assessment (HIRA).
- Maintaining a current Emergency Operations Procedures that conforms to the guidelines outlined in CPG 101v.2.
- Developing/enhancing comprehensive emergency management plans.

Training

FY 2015 EMPG Grant funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Allowable training related costs include the following:

- Funds used to develop, deliver and evaluate training
- Overtime
- Travel
- Hiring of full or part-time staff or contractors/consultants

- Certification/recertification of Instructors.

Exercises

Exercises implemented with grant funds should evaluate performance of the capabilities required to respond to the exercise scenario. Political Subdivision is encouraged to develop exercises that test their Emergency Operations Plan.

Allowable exercise-related costs include:

- Funds used to design, develop, conduct and evaluate an exercise
- Hiring full or part-time staff or contractors/consultants
- Travel
- Supplies

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Organization

The EMPG Grant is a 50/50 matching Grant.

EMPG Grant funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs.

Equipment

In accordance with 44 CFR 13.32, allowable equipment categories for the Fiscal Year 2015 EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The select allowable equipment includes equipment from the following AEL categories.

- Information Technology (Category 4)
- Cyber-Security Enhancement Equipment (Category 5)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- Physical Security Enhancement Equipment (Category 14)
- Other Authorized Equipment (Category 21)

C. Unallowable Costs

- Expenditures for weapons and ammunition
- Costs to support the hiring of sworn safety officers (sworn law enforcement officers)
- Activities unrelated to the completion and implementation of the EMPG Grant
- Other items not in accordance with the portions of the allowable costs listed above

Article 15: Amendments

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

Article 16: Waiver of Scope of Work Line Items

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

Article 17: Termination

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

Article 18: Audit Clause

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

Article 19: Non-Collusion

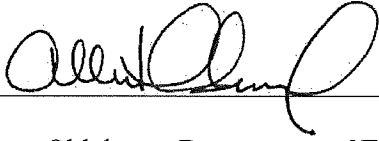
In accepting this agreement, the Political Subdivision acknowledges that they have not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.

Article 20: Attachments

The EMPG Sub-Grant Application is incorporated by references a part of this agreement. As proof of compliance with Federal regulations, the following documents, as contained in Part 4, Standard Assurances, of the sub-grant application, is incorporated by reference as part of this agreement:

- A. Completed FEMA Form 20-16, Summary Sheet for Assurances and Certification
- B. Completed FEMA Form 20-16A, Assurances for Non-Construction Programs
- C. Completed FEMA Form 20-16C Certifications Regarding Lobbying, Debarment Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- D. Completed Standard Form LLL, Disclosure of Lobbying Activities

Approved by Oklahoma Department of Emergency Management this 16th day of January, 2015:



Director, Oklahoma Department of Emergency Management

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

this _____ day of _____, 2015.

Signed:

Chief Elected Official

Regular Board of Commissioners

1. g.

Meeting Date: 02/02/2015

Budget AC

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget amendment – Capital Fund 302

To Repair Heating & Air Conditioning Unit at City Hall

Attachments

Budget AC

Regular Board of Commissioners

1. h.

Meeting Date: 02/02/2015

Mayor Appointments

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Shawnee Urban Renewal Authority

Larry Gill Term to Expire 02/02/2018 1st Full Term

Replaces Stephen Rice – Termed Out

Wayne Jackson Reappointment Term to Expire 02/02/2018 1st Full Term

Attachments

SURA Gill Application

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

| | | | |
|--|--|---|--|
| Name: <u>LARRY D. GILL</u> | | Application Date: <u>1.21.2015</u> | |
| Address: <u>5 TURKEY KNOB, SHAWNEE OK 74804</u> | | | |
| Mailing Address: <u>23 E. 9TH STE 221, SHAWNEE OK 74801</u> | | | |
| Daytime Phone: <u>405.273.8200</u> | | Fax: _____ | |
| Profession: <u>FINANCIAL PLANNER</u> | | Email: <u>lgill@firstfin services.com</u> | |
| Business Name: <u>FIRST FINANCIAL SERVICES, LLC</u> | | | |
| Business Address: <u>23 EAST 9TH SUITE 221, SHAWNEE OK</u> | | | |
| Business Phone: <u>273.8200</u> | | Fax: _____ | |
| | | Email: <u>SAME AS ABOVE</u> | |

Do you live within the City Limits of the City of Shawnee? Yes or No (please circle)
ALSO HAVE A HOME AT 701 S. BRYAN AVE.

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

How many years have you lived in Shawnee? APPROX 25

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

| | |
|---|--|
| <input type="radio"/> Airport Advisory Board <input type="radio"/> Beautification Committee <input type="radio"/> Board of Adjustment (Zoning) <input type="radio"/> Cable TV Advisory Committee <input type="radio"/> Civic and Cultural Development Authority <input type="radio"/> Community Service Contracts Review Committee <input type="radio"/> Economic Development Foundation, Inc. Board of Trustees <input type="radio"/> Housing Authority | <input type="radio"/> Library Board <input type="radio"/> Oklahoma Baptist University Trust Authority <input type="radio"/> Planning Commission <input type="radio"/> Regional Park Oversight Committee <input type="radio"/> Shawnee Hospital Authority <input checked="" type="radio"/> Shawnee Urban Renewal Authority <input type="radio"/> Tourism Advisory Committee <input type="radio"/> Traffic Commission <input type="radio"/> Building Code Board of Appeals <input type="radio"/> Other: |
|---|--|

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

TO ASSIST IN DECISION MAKING CONCERNING THE ACTIONS & PROPOSED ACTIONS OF THE ORGANIZATION.

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

INTEGRITY, EDUCATION & EXPERIENCE. I HAVE BEEN IN THE FINANCIAL SERVICES INDUSTRY SINCE 1971.

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

ROTARY INTERNATIONAL - ASSISTANT DISTRICT GOVERNOR

List education, including degree(s) earned:

BA FROM OBU - MAJOR: BUSINESS ADMINISTRATION, MINORS IN ECONOMICS & PSYCHOLOGY. SERIES 6 & 65 WITH FINRA. CHARTERED LIFE UNDERWRITER (CLU).

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

NO

Please include up to three personal or professional references:

| Name | Relationship | Phone Number |
|----------------|--------------|--------------|
| C.L. CRAIG | FRIEND | 640-7960 |
| TIM BURG | FRIEND | 808-4887 |
| DAVID WHITLOCK | | 388-9154 |

PLEASE READ CAREFULLY:

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

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

Signature

Date

1.21.2015

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

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
878-1605 (phone)
878-1581 (fax)
dmayo@ShawneeOK.org

Regular Board of Commissioners

3.

Meeting Date: 02/02/2015

EOM

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by City Manager to Employee of the Month, Lisa Lasyone, City Clerk's office.

Regular Board of Commissioners

4.

Meeting Date: 02/02/2015

Fire Runs

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion concerning fire run fees, fire service area, mutual aid agreements and fire service outside city limits.

Regular Board of Commissioners

5. a.

Meeting Date: 02/02/2015

CM Search Firm

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Proposals for City Manager Executive Search Firm CM-001-2015 (Award)

Attachments

CM Search Memo

CM Proposals

CM Search RFP

CM Search Firm List

City of Shawnee Memorandum



To: Mayor and City Commissioners
From: City Manager Search Committee
Date: February 2, 2015
Re: **Selection of Executive Search Firm for City Manager**

The City Manager Search Committee has met and selected Affion Public for the City Manager Executive Search Firm. Some key reasons for selecting the firm were:

All Inclusive Pricing--\$21,000—which includes all phases of the search— stakeholder meetings, profile development, job postings, sourcing, recruitment, interviewing, reference checking, background checks and candidate offer negotiation.

Presence in the Oklahoma regional area—they have an office in Texas. Our primary contact will be Jim Nuse out of Point Venture, Texas. Jim is also a former City Manager of San Marcos, Texas and Round Rock, Texas. Prior to that he was the Public Works Director for Round Rock. He holds a bachelor's degree from the University of Wyoming and is a licensed Professional Engineer in Texas. He understand municipal government and the challenges that we face.

Familiar with Oklahoma municipal laws – Affion Public has completed several successful searches in Oklahoma.

All of the search firms had similar procedures for conducting their search process, but Affion seemed to be more closely suited to our needs. They will spend time getting to know our style and organizational culture and spend time with decision makers to understand our ideal of the candidate that we are looking for.

They also offer a two-year guarantee. If the hired candidate is asked to leave for reasons of non-performance, or leaves of his/her own volition in the first 24 months of employment, they will re-launch a search for a new candidate, under the original position specifications. We would not incur additional professional fees, but would be charged any travel, advertising, and other related expenses.

PROPOSAL SHEET

CITY MANAGER EXECUTIVE SEARCH FIRM

CM-001-2015

JANUARY 5, 2015

| <u>PROPOSERS</u> | <u>AMOUNT</u> |
|--|-----------------------------------|
| <u>The Pace Group</u> Tupelo, MS | <u>\$35,000 + Expenses</u> |
| <u>Strategic Government Resources</u> Keller, TX | <u>\$27,000 + Expenses</u> |
| <u>Colin Baenziger & Associates</u> Daytona Beach Shores, FL | <u>\$23,000</u> |
| <u>The Mercer Group</u> Santa Fe, NM | <u>\$16,500 + Expenses</u> |
| <u>Affion Public Executive Search</u> Camp Hill, PA | <u>\$25,000</u> |

REQUEST FOR PROFESSIONAL SERVICES PROPOSAL

CITY OF SHAWNEE
City Clerk's Office
16 W 9th Street, Shawnee, Oklahoma 74801
PHONE (405) 878-1609

CLOSING DATE: JAN 5, 2015
CLOSING TIME: 4:00 PM

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

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

Organization of Request for Proposal Page No.
1 - PURPOSE 2
2 - AWARD 2
3 - RFP ORGANIZATION SUBMITTAL 2-3
4 - CUSTOMER REFERENCES 3
5 - TERMS & CONDITIONS 3
6 - RFP STATUS 4-5
7 - SPECIFICATIONS AND OFFER 4-5
8 - NON-COLLUSION AFFIDAVIT 6

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

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

COMPANY NAME

COMPANY REPRESENTATIVE'S SIGNATURE

FAX NUMBER

ADDRESS

CITY STATE ZIP

Subscribed and sworn before me this _____ day of

_____, 20__

TOLL FREE TELEPHONE NUMBER

TELEPHONE NUMBER

NOTARY PUBLIC

FEDERAL EMPLOYER IDENTIFICATION NUMBER

My Commission Expires: _____

REQUEST FOR PROFESSIONAL SERVICES PROPOSAL

CITY OF SHAWNEE
City Clerk's Office
16 W 9th Street, Shawnee, Oklahoma 74801
PHONE (405) 878-1609

CLOSING DATE: JAN 5, 2015
CLOSING TIME: 4:00 PM

1. Purpose:

- 1.1 In response to the resignation of the current City Manger in January, 2105; the City of Shawnee is requesting proposals from Executive Search firms to provide professional assistance to the Mayor and City Commission of Shawnee, Oklahoma, to fill the vacancy of City Manager.

2. Award:

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

3. RFP Organization/Submittal:

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

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

- 3.2 All proposals must be delivered to the City Clerk's Office for the City of Shawnee before the FINAL CLOSING DATE AND HOUR as shown on this RFP. Proposals received AFTER the time set for receipt of proposals WILL NOT BE CONSIDERED.

- 3.3 Mailed in proposals or proposals hand delivered directly to the City Clerk's Office are to be received in sealed envelopes with the name of the Proposer, RFP number (CM-001-2015), project name (City Manager Executive Search) and closing date plainly stated on the face of the sealed envelope. When submitting more than one (1) proposal, they should be in separate envelopes. All costs associated directly or indirectly with responding to this RFP including but not limited to, preparation of a response, any oral presentation or meetings required to supplement and/or clarify a proposal, which may be required by the City shall be the sole responsibility of and shall be borne by the respondent.

- 3.4 Proposals are to be original and hard copy. Facsimile proposals will not be accepted.

- 3.5 The proposal shall be in the specific format prescribed herein. Proposals should not contain promotional or display materials, and all material shall pertain to the requirements. Proposals shall be straightforward, providing a concise description of the proposer's ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content. Submitted proposals are subject to release under the Oklahoma Open Records Act.

- 3.6 Failure to provide required data to allow for evaluation of proposal or failure to complete the RFP form(s) may be grounds for rejecting the RFP.

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

- 3.8 Inquiries: Inquiries should be submitted in writing by mail or e-mail:

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

REQUEST FOR PROFESSIONAL SERVICES PROPOSAL

CITY OF SHAWNEE
City Clerk's Office
16 W 9th Street, Shawnee, Oklahoma 74801
PHONE (405) 878-1609

CLOSING DATE: JAN 5, 2015
CLOSING TIME: 4:00 PM

3.9 Schedule of Events:

| | |
|---------------------------|------------|
| Proposal Issued | 12/15/2014 |
| Proposal(s) Due | 1/5/2015 |
| Anticipated Date of Award | 1/19/2015 |

4. Customer References:

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

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

5. Terms & Conditions:

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

REQUEST FOR PROFESSIONAL SERVICES PROPOSAL

CITY OF SHAWNEE
City Clerk's Office
16 W 9th Street, Shawnee, Oklahoma 74801
PHONE (405) 878-1609

CLOSING DATE: JAN 5, 2015
CLOSING TIME: 4:00 PM

5.7 Federal, State and Local Laws and Regulations: The successful contractor will comply with all laws and regulations on taxes, licenses and permits.

6. RFP Status:

6.1 City of Shawnee Rights:

6.1.1 The City of Shawnee and its designees reserve the right to determine whether a proposal is responsive and has the ability and resources to perform the contract in full and comply with the specifications.

6.1.2 The City reserves the right to reject proposal which incorporates counter proposals and conditions in the form of vendor's pre-printed clauses.

6.1.3 The City reserves the right to accept or reject all or part of any proposal, waive informalities, minor irregularities or substitute items as desired if deemed in the best interest of the City, therefore selecting the optimum proposal or issue a new RFP.

6.1.4 The City reserves the right to reject proposals when procedures stated within are not followed.

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

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

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

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

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

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

7. Specifications and RFP Offer:

7.1 Scope of Work: The successful provider shall be required to provide, at minimum, the following service(s) to assist the Mayor and City Commission in selecting the ideal candidate:

7.1.1 Working with elected officials and others deemed appropriate, profile the City's needs into a detailed recruiting strategy to support a nationwide search. This shall include, but not be limited to:

7.1.1.1 Develop a community profile to be used to attract qualified applicants.

7.1.1.2 Develop a statement of significant challenges the new city manager will face upon taking office.

7.1.1.3 Develop a position profile to include desired management style, personality traits, preferred experience, salary and benefits offered, etc.

7.1.2 Prepare a recruitment brochure to be used to attract qualified applicants, said brochure to be approved by the Mayor and City Commission prior to distribution.

7.1.3 Conduct an aggressive and proactive recruiting campaign including, but not limited to, placement of ads in appropriate publications, on-line job services, etc.

REQUEST FOR PROFESSIONAL SERVICES PROPOSAL

CITY OF SHAWNEE
City Clerk's Office
16 W 9th Street, Shawnee, Oklahoma 74801
PHONE (405) 878-1609

CLOSING DATE: JAN 5, 2015
CLOSING TIME: 4:00 PM

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

REQUEST FOR PROFESSIONAL SERVICES PROPOSAL

CITY OF SHAWNEE
City Clerk's Office
16 W 9th Street, Shawnee, Oklahoma 74801
PHONE (405) 878-1609

CLOSING DATE: JAN 5, 2015
CLOSING TIME: 4:00 PM

NON-COLLUSION AFFIDAVIT
To Accompany Contractor's Bid

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

Further, Affiant saith not.

Signature of Authorized Agent

Title (printed)

Subscribed and sworn to before me this _____ day of _____, 2014.

(SEAL)

My commission expires:

Notary Public

**City Manager Executive Search Firm
Consultant list
Submitted December 15, 2014
Open January 5, 2015**

Strategic Government Resources

Ron Hollifield
PO Box 1642
Keller, TX 76244
Phone: 817-337-8581
Fax: 817-796-1228
ron@governmentresource.com;

The Pace Group

P.O. Box 1502
Tupelo, MS 38802
Phone: (662) 678-1618
(662) 397-1955
john@thepacegroup.com;

Affion Public Executive Search

Jim Nuse
2120 Market Street, Suite 100
Camp Hill, PA 17011
888.321.4922 tel
717.214.4922 tel
717.214.8004 fax
info@affionpublic.com:

Municipal Solutions

875 South Estrella Parkway, PO Box 5038
Goodyear, AZ 85338
928.220.2611 / 623.207.1309
David A. Evertsen, Principal
devertsen@municipalsolutions.org;

The Mercer Group

1000 Cordova Place #726
Santa Fe, NM 87505
505-466-9500 (phone)
505-466-1274 (fax)
mercerc@mindspring.com
JMercer@mercergroupinc.com

Chell Consulting, LLC.

P.O. Box 721447
Norman, OK 73070-1447
President Larry Shelton
Tel: (405) 834-8287
E-Mail: CHELL CONSULTING
lshelton@chellconsulting.com

Regular Board of Commissioners

7.

Meeting Date: 02/02/2015

Commissioners Comments

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Commissioners Comments

Regular Board of Commissioners

8.

Meeting Date: 02/02/2015

Exec Session Consider

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to go into Executive Session for discussion in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.

Regular Board of Commissioners

9.

Meeting Date: 02/02/2015

Exec Session Discussed

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider matters discussed in Executive Session in accordance with 25 O.S. §307B(3), purchase or appraisal of real property.
