

AGENDA
BOARD OF CITY COMMISSIONERS
July 15, 2013 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION - THE LORD'S PRAYER LED BY MAYOR MAINORD

FLAG SALUTE

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

j. Lake Leases Transfer and Renewal:

Transfers:

• Lot 14 Magnino A Tract, 17312 Magnino Road
From: Ronald Mitchell
To: Ronald Mitchell and Marcie Mitchell

• Lot 13 Magnino Tract, 16708 Clearpond Lane
From: Steve Parsons
To: Steve Parsons and Cindy Parsons

• Lot 7 Hart Tract, 16211 Hart Road
From: Jim Davis
To: Alvin Woodrell and Lynne Woodrell

• Lot 6 Hart Tract, 16209 Hart Road
From: Jim Davis
To: Alvin Woodrell and Lynne Woodrell

Renewals:

• Lot 1 Johnston Tract, 16816 Magnino Road
Jerry Roberts and Deborah Roberts

• Lot 4 Eckel Tract, 15400 Eckel Road
Bobby Cox and Janelle Cox

• Lot 9 Belcher Tract, 15605 Nickens Road
Patricia Cunningham and Edward Hall

• Lot 2 Hart Tract, 16105 Hart Road
John Bracklein

• Lot 4 Seck Tract, 33712 Post Office Neck
Dana Myers

3. Commissioners Comments

4. Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

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

Case #P09-13 Applicant: Tonya Jennings

6. Consider approval of a final plat for Wyndemere Addition Section I located East MacArthur, west of North Bryan.

Case #S06-13 Applicant: Greg Brown Homes, LLC

7. Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan and refund of contributions from the Defined Contribution Plan for Darrell Freeman.

8. Consider a resolution of support for nomination of Wes Mainord to the OML Board of Directors, District 5.
9. Consider a resolution and Lease/Purchase Agreement with Motorola for replacement and upgrade of radio equipment.
10. Acknowledge Sales Tax Report received July 2013.
11. City Manager Report
12. Consider Bids:
 - a. Exterior Restoration, Exterior Painting and Window Replacement for the Shawnee Municipal Auditorium (Open)
13. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
14. Administrative Reports
15. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 07/15/2013

Opening of bids

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 12 a and SMA Agenda Item No. 2 b.

Regular Board of Commissioners

2. b.

Meeting Date: 07/15/2013

Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the July 1, 2013 regular meeting.

Attachments

Minutes 7-1-13

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Shawnee Municipal Authority Agenda Item No. 2-a.
- b. Minutes from the June 17, 2013 regular meeting.
- c. Approve renewal of revised Governmental Services Contract with the Shawnee Civic and Cultural Development Authority amending the number of city employees from ten (10) to eleven (11).
- d. Approve Renewal of Collective Bargaining Agreement with IUPA for Fiscal Year Ending 2014
- e. Authorize staff to execute change agreement #1 to Debris Cleanup Contract with TFR Enterprises.
- f. Acknowledge the following minutes:
 - Beautification Committee minutes from May 9, 2013

A motion was made by Commissioner Hall, seconded by Commissioner Agee, to approve the Consent Agenda Item Nos. a-f. Motion carried 5-0.

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

AGENDA ITEM NO. 3: Commissioners Comments

Mayor spoke regarding the City's recent Glory Daze event last Saturday evening (June 29th). He said the event was fabulous and was encouraged by the attendance.

Commissioner Agee reminded everyone of the July 4th parade along Broadway to Woodland Veterans Park. The ceremony will begin at the park at 10:00 a.m.

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

There was no Citizens Participation.

AGENDA ITEM NO. 5:

Presentation of Employee of the Month by Brian McDougal, City Manager to Cheyenne Lincoln, Customer Service.

Cheyenne Lincoln was unavailable to attend the meeting and that the plaque and gift certificate will be given to her. The Mayor conveyed his congratulations to her.

AGENDA ITEM NO. 6:

Discussion, consideration and possible action on an ordinance repealing and amending portions of Chapter Six "Aviation" of the Shawnee Municipal Code.

City Attorney Mary Ann Karns said this ordinance was being amended to remove the airport rules and regulations regarding airport operations from this document. A separate resolution will be considered in the Shawnee Airport Authority agenda that will adopt rules and regulations for the operations of Shawnee Regional Airport. A motion was made by Commissioner Hall, seconded by Commissioner Smith, to approve ordinance repealing and amending portions of Chapter Six "Aviation" of the Shawnee Municipal Code.

Ordinance No. 2511NS was introduced.

AN ORDINANCE AMENDING CHAPTER 6, AVIATION, OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE, OKLAHOMA, BY PROVIDING FOR: THE APPOINTMENT OF MEMBERS OF THE AIRPORT ADVISORY BOARD; THE CALLING OF SPECIAL MEETINGS OF THE AIRPORT ADVISORY BOARD; RECOMMENDATIONS TO THE SHAWNEE AIRPORT AUTHORITY; ADDING DEFINITIONS; SETTING OF FINES AND FEES BY RESOLUTION OF THE CITY COMMISSION; PUBLICATION AND DISTRIBUTION OF RULES AND REGULATIONS; RULES AND REGULATIONS TO BE SET BY RESOLUTION; REPEAL OF CERTAIN RULES AND REGULATIONS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR CODIFICATION.

Motion carried 5-0.

AYE: Hall, Smith, Agee, Mainord, Winterringer

NAY: None

Ordinance No. 2511NS was adopted by the City Commission.

AGENDA ITEM NO. 7:

Discussion, consideration and possible action on a resolution supporting City/County cooperation on Enhanced 911 operations.

Resolution No. 6451 was introduced.

A RESOLUTION SUPPORTING THE CREATION OF A COUNTY-WIDE ENHANCED 9-1-1 SYSTEM IN COOPERATION BETWEEN POTTAWATOMIE COUNTY AND THE CITY OF SHAWNEE, OKLAHOMA.

City Manager Brian McDougal stated this this resolution is the first step that shows support between the City and County for a joint E911 Center. He noted that Pottawatomie County Commissioners passed this same resolution earlier today.

A motion was made by Commissioner Winterringer, seconded by Commissioner Smith, to approve a resolution supporting City/County cooperation on Enhanced 911 operations. Motion carried 5-0.

AYE: Winterringer, Smith, Agee, Mainord, Hall

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:

Administrative Reports, including but not limited to:

- a. Chief Russell Frantz – City/County Enhanced 911. Chief Frantz provided copies of a “Combined 911 Proposal” document and discussed the proposed project in detail. He stated that a neutral site has not been obtained. However, the city’s plans to remodel the current dispatch center will provide adequate consoles for a joint system as well as the advantage of being located underground. Chief Frantz also stated that a visit to view Lawton’s combined 911 center

has been scheduled.

- b. City Engineer John Krywicki – Kickapoo Street. City Engineer John Krywicki advised that the Kickapoo waterline is approximately half-way completed but is running approximately a week and a half behind schedule due to the recent rains. Four underground storage tanks have been discovered and removed from their location in front of Circle D Pawn shop.

Mr. Krywicki also discussed a Oklahoma Department of Transportation project which will mill and overlay US Business 270, which runs through Shawnee. The work will be performed by Haskell Lemon Construction Company.

- c. City Attorney Mary Ann Karns – Municipal Court. Ms. Karns gave a year-end report regarding court collections. As of Friday, June 28, 2013 at year end, the Court has collected the highest amount ever collected - \$464,785.80, of which \$395,843.00 was cash.

AGENDA ITEM NO. 10:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:59 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 07/15/2013

Budget Amendment 2006 CDBG

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment – 2006 CDBG Entitlement Grant Fund FY 2013-2014.

Appropriate 2006 CDBG Entitlement Funds for FY2013-2014 (Rollover)

Attachments

2006 CDBG

**City of Shawnee
Budget Amendment - FY 2013-2014
2006 CDBG Entitlement Grant Fund
July 15, 2013**

Estimated Revenue or Fund Balance

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of	
						Increase (Decrease)	Balance After Amendment
181	4101			Federal Grant Revenue	-	77.80	77.80
						-	-
Total						77.80	

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of	
						Increase (Decrease)	Balance After Amendment
181	5.1420.5370	C06	14205370	Housing Rehabilitation	-	77.80	77.80
					-	-	-
					-	-	-
					-	-	-
					-	-	-
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						77.80	

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

Explanation of Budget Amendment:
Appropriate 2006 CDBG Entitlement Funds for FY 2013-2014 (Rollover).

Approved: _____

Mayor

Attest: _____

City Clerk

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

Regular Board of Commissioners

2. d.

Meeting Date: 07/15/2013

Budget Amendment 2009 CDBG

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment – 2009 CDBG Entitlement Grant Fund FY 2012-2013.

Appropriate 2009 CDBG Entitlement Funds for FY2013-2014 (Rollover)

Attachments

2009 CDBG

Regular Board of Commissioners

2. e.

Meeting Date: 07/15/2013

Budget Amendment ODOC NSP

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment – ODOC NSP Program Income Fund FY 2013-2014

Appropriate NSP Funds from ODOC for Housing Rehabilitation Program Income FY 2013-2014 (Rollover)

Attachments

ODOC NSP

Regular Board of Commissioners

2. f.

Meeting Date: 07/15/2013

Board/Committee Minutes and Reports

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge the following minutes and reports:

- Planning Commission minutes from June 5, 2013
 - License Payment Report for June 2013
 - Project Payment Report for June 2013
-

Attachments

[Minutes Planning Commission](#)

[Report License Payment](#)

[Report Project Payment](#)

PLANNING COMMISSION MINUTES

DATE: JUNE 5, 2013

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, June 5, 2013 at 1:30 p.m., pursuant to notice duly posted as prescribed by law. Justin Erickson, Planning Director for the City of Shawnee, presented the staff reports. Staff reports are available upon request.

AGENDA ITEM NO.1: Roll Call

Upon roll call the following members were present:

Bergsten, Hoster, Turner, Silvia, Salter

Absent: Brad Carter

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

Note: City Attorney, Mary Ann Karns was present for the meeting

**AGENDA ITEM NO. 2: Approval of the minutes from the May 1, 2013 Planning
Commission Meeting**

Chairman Turner asked for any changes, corrections or additions to the minutes. None were given. Commissioner Silvia made the motion seconded by Commissioner Hoster to approve the May 1, 2013 minutes.

Motion passed:

AYE: Silvia, Hoster, Bergsten, Turner, Salter

NAY:

ABSTAIN:

**AGENDA ITEM NO. 3: Citizens' Participation
(A three minute limit per person)
(A twelve minute limit per topic)**

Chairman Turner opened the Citizens' Participation and asked if anyone would like to speak. No one came forward.

AGENDA ITEM NO. 4: Case # P04-13 A public hearing for consideration of approval to rezone property from A-1; Agricultural to R-1; Residential for property located at East MacArthur, West of North Bryan

Applicant: Greg Brown Homes, LLC

Chairman Turner called for the staff report. Justin Erickson presented the staff report. This case was brought before the Commission last month. Due to an error at the title company, it was sent back to the Planning Commission to be heard again. Staff recommends approval.

Staff answered questions from the Commission which included proposed traffic light at MacArthur and Bryan, Wyndemere Phase II time line and procedures for public notice.

Chairman Turner asked if anyone in support of the proposal would like to speak. No one came forward.

James Brannon spoke before the Commission against the proposal. His property is to the south and east of the Wyndemere Addition. Mr Brannon's concern is for his livestock and possible liability issues. He answered questions from the Commission.

Commission asked Staff to clarify City code requiring fencing, sidewalks and the properties that adjoin Mr Brannon's property.

Chairman Turner closed public portion.

Chairman Turner called for motion. Commissioner Silvia made the motion to approve the rezone request from A-1 to R-1 as recommended. Second made by Commissioner Bergsten.

Motion passed:

AYE: Silvia, Bergsten, Hoster, Turner, Salter

NAY:

ABSTAIN:

AGENDA ITEM NO. 5: Case #S06-13 Consideration of approval to rezone property from A-1; Agricultural to C-2; Suburban Office for property located at the Southwest Corner of Bryan and Bradley

Applicant: Vialo Weis, Jr, Oklahoma Conference Corp of Seventh-Day Adventists

Chairman Turner called for staff report. Justin Erickson reported this proposal includes 4.23 acres for the construction of a church.

Staff suggested they modify the request to R-1: Single Family Residential from the proposed C-2. The R-1 zoning will allow the construction of a church while limiting commercial uses on the site. Staff recommends approval.

Mr Erickson answered questions from the Commission.

Chairman Turner opened the floor for public comment. Victor Adams, Elder, Shawnee Seventh Day Adventist Church, spoke in favor of the proposal. He stated the current church, 430 N Center, has been at that location for 70 years. They are hoping to build to accommodate a growing congregation.

No one came forward against the proposal. Chairman Turner closed the public portion.

Chairman Turner asked for a motion. Commissioner Silvia made the motion to approve from A-1; Agricultural to R-1; Single Family Dwelling. Second was made by Commissioner Bergsten.

Motion passed:

AYE: Silvia, Bergsten, Hoster, Turner, Salter

NAY:

ABSTAIN:

AGENDA ITEM NO. 6: Case #P07-13 A public hearing for consideration of approval of a Conditional Use Permit to allow for a mobile home for property located at 14702 Patterson Road

Applicant: Kim Blakley

Chairman Turner asked for Staff Report. Justin Erickson presented the staff report stating the applicant plans to place a manufactured home on a portion the 10 acre property. Staff recommends approval with two conditions:

1. The manufactured home must meet the zoning setback requirements for the A-1 Zone.
2. The home must be the proposed home shown in the packet or no older than ten (10) years old.

Staff answered questions from the Commissioners. Chairman Turner opened the public portion. Kim Blakley, applicant, answered questions from the Commissioners.

Chairman Turner closed the public portion and called for a motion. Commissioner Hoster made the motion to approve the Conditional Use Permit with the two conditions as stated by staff. Seconded by Commissioner Salter.

Motion passed:

AYE: Hoster, Salter, Bergsten, Turner, Silvia

NAY:

ABSTAIN:

AGENDA ITEM NO. 7:

Case #P08-13 A public hearing for consideration of approval to rezone property from I-2; Light Industrial and C-3; Automotive, Commercial and Recreation to C-4; Central Business (Downtown) for certain properties located on Main Street between Minnesota and McKinley.

Applicant: City of Shawnee

Chairman Turner called for a staff report. Justin Erickson reported this is a rezone request made by the City of Shawnee for a number of properties in the downtown area. This proposal would help with the redevelopment and marketing of downtown by providing more flexible zoning standards.

Chairman Turner asked called for a motion. Commissioner Silvia made the motion to approve the zoning request made by the City of Shawnee. Second was made by Commissioner Hoster.

Motion passed:

AYE: Silvia, Hoster, Bergsten, Turner, Salter

NAY:

ABSTAIN:

AGENDA ITEM NO. 8: Planning Director's Report

Justin Erickson gave an update to the Commission regarding building permits issued during the month of May. He reported on the progress of the Lifestyle Plaza at 45th and Kickapoo.

Staff regretfully announced Stephanie Clary, Assistant City Planner, has submitted her resignation effective June 21, 2013. She and her husband will be relocating to Kentucky.

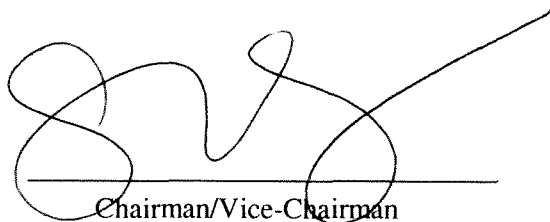
Commissioner Bergsten asked Staff for an update on tornado damage to the area and the clean-up efforts.

AGENDA ITEM NO. 9: Commissioners Comments and/or New Business

Justin Erickson introduced Link Cowen to the Commission. He will be sworn in as a Commissioner during the July 3, 2013 meeting.

AGENDA ITEM NO.10: Adjournment

Meeting was adjourned.



Chairman/Vice-Chairman

Linda Burg

Linda Burg, Planning Commission Secretary

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION	FEE	PAYMENT DISTRIBUTION			TOTAL PAI
			PENALTY	TAX	INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	3	75.00CR			75.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	5	75.00CR			75.00
BEER1	BEER CONSUMPTION ON PREMISE	10	200.00CR			200.00
BEER2	BEER PACKAGE FEE	14	140.00CR			140.00
BOATREG	BOAT REGULAR PERMIT	99	2,574.00CR			2,574.00
CONCE	CONCESSION STAND EVENT FEE	1	7.50CR			7.50
ELEC1	ELECTRICAL CONTRACTOR INITIAL	3	300.00CR			300.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	9	750.00CR			750.00
FISHANNUAL	FISHING ANNUAL FEE	27	405.00CR			405.00
IMERC	ITINERANT MERCHANT FEE	1	50.00CR			50.00
LAKE-IN	LAKE LEASE CITY RESIDENT	2	400.00CR			400.00
LAKEINSP	LAKE LEASE INSPECTION	5	375.00CR			375.00
LAKELEASE	LAKE LEASE	11	6,570.00CR			6,570.00
LAKEXFER	LAKE LEASE TRANFER FEE	2	2,000.00CR			2,000.00
LIQR	RETAIL LIQUOR OCCUPATIONAL TAX	1	600.00CR			600.00
MECH1	MECHANICAL CONTRACTOR INTIAL	2	200.00CR			200.00
MECH2	MECHANICAL CONTRACTOR RENEW	8	650.00CR			650.00
PLUM1	PLUMBING CONTRACTOR INITIAL	2	200.00CR			200.00
PLUM2	PLUMBING CONTRACTOR RENEW	6	475.00CR			475.00
RESAL	RESIDENTIAL SALE	174	1,760.00CR			1,760.00
SIGN	SIGN HANGERS LICENSE FEE	1	75.00CR			75.00
SNOWC	SNOW CONE STAND LICENSE FEE	1	25.00CR			25.00
SOLIC	SOLICITOR ANNUAL LICENSE	1	50.00CR			50.00
STORM	STORM CELLAR LICENSE FEE	3	225.00CR			225.00
TREE	TREE TRIMMING LICENSE FEE	2	50.00CR			50.00
TOTAL			18,231.50CR			18,231.50

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	376.00CR
001-4202	BUILDING PERMITS	9,202.17CR
001-4203	PLUMBING PERMITS	580.00CR
001-4204	ELECTRICAL PERMITS	240.00CR
001-4205	ZONING PERMITS & APPLICATIONS	1,531.00CR
001-4206	HEATING & A/C PERMITS	640.00CR
001-4249	OTHER PERMITS	740.00CR
001-4822	OTHER MISC. REVENUE	47.00CR
101-4249	OTHER PERMITS	25.00CR
799-1023	BANCFIRST GENERAL	13,381.17

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	516.58CR
B3-REMODEL	BUILDING CONSTRUCTION REM	5,987.34CR
B4-OTHER	BUILDING CAPORT/SHELTER	2,880.75CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	285.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	689.50CR
P3-REMODEL	PLUMBING REMODEL	588.00CR
P4-WELL	WELL PERMIT	100.00CR
UNAPPLIED	UNAPPLIED CREDITS	24.50CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	25.00CR
X-PLATFIN	PLAT REVIEW FINAL	411.00CR
X-SIGN	SIGN PERMIT	525.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	103.50CR
Z-CONDUSE	CONDITIONAL USE PERMIT	280.00CR
Z-OCCUP	OCCUPANCY PERMIT	125.00CR
Z-REZONING	REZONING REQUEST	840.00CR
TOTAL		13,381.17CR

Regular Board of Commissioners

2. g.

Meeting Date: 07/15/2013

Workers Comp Excess Liability Coverage

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve staff recommendation for Safety National to provide excess liability coverage for the City's self-insured Worker's Compensation Program.

Attachments

Workers Comp excess Liability



City of Shawnee
Human Resources Department

Tamera Johnson
Human Resources Director

16 West 9th Street
Shawnee, OK 74801
Office (405) 878-1626 *Fax (405) 878-1734
Email: TJohnson@Shawneeok.org

Tamera Johnson
HR Director

Terry Cook
Mgr. Safety and Risk
Management

Jennifer Dawson
HR Assistant

Date: July 15, 2013
To: Mayor and City Commissioners
From: Tamera Johnson, HR Director
RE: Excess Liability quote for Workman's Compensation

Nature of the Request:

The City of Shawnee is self-insured for Workers' Compensation—that means that 100% of the claim is borne by the employer unless there is a stop-loss policy in place. Years ago, we had a police officer shot in the line of duty—at which time we did not have a stop-loss policy. Therefore—100% of that claim is borne by the city. Since that time, we have had an excess liability policy in place. There are only three different companies that will currently quote cities for excess liability—mainly due to the nature of cities with police and fire departments.

Staff Analysis, Considerations:

The current quote represents a slight increase from the previous year's policy—about a \$500.00 increase. This money has been budgeted for in the worker's compensation 601 budget. Midwest Employers declined from quoting, and New York Marne and General Insurance had a specific retention of \$750,000 and \$120,000 premium.

Recommendation:

Our recommendation is to contract with Safety National Casualty Corporation. We have been with Safety for the last several years—and only have moderate increases over that

City of Shawnee

Human Resources Department

period of time. Safety also offers online safety programs to our employees.

Budget Consideration:

Technically none. This has already been budgeted for in the 601 fund for worker's compensation. If we were to have a catastrophic event that involved one or several employees, the most that the City would be out for the event would be \$500,000. Without this coverage, we would bear the entire claim.



We are HeRe for YOU!

**City of Shawnee
Excess Workers Compensation Quote
Policy Period 7/1/2013-7/1/2014**

CARRIERS	Safety National Casualty Corporation AM Best Rating A Expiring	Safety National Casualty Corporation AM Best Rating A # 1
Estimated Annual Payroll	\$12,187,229	\$11,853,221
Length of Policy	1 year	1 year
Manual Premium	\$662,212	\$650,875
SPECIFIC		
Specific Limit	Statutory	Statutory
Specific Retention	\$500,000	\$500,000
Employer Liability		
Employers Liability Limit	\$1,000,000	\$1,000,000
Employers Liability Retention	\$500,000	\$500,000
AGGREGATE		
Aggregate Limit	N/A	N/A
PREMIUM		
Rate per \$100. of Payroll	0.05689	0.05968
Estimated Policy Premium	\$69,333	\$70,740
Policy Premium Minimum	\$65,866	\$67,203
Deposit Premium	\$69,333	\$70,740

Notes:

Payroll is subject to annual audit.

New York Marine & General Insurance : Indication Only SIR \$750,000 \$120,000 Deposit Premium

Barney Welch
Associated Underwriters, Inc
7620 N. Council Road
Oklahoma City, OK 73132



Associated Underwriters Inc.

July 8, 2013

Brian McDougal, City Manager
City of Shawnee
P.O. Box 1488
Shawnee, OK 74801

RE: City of Shawnee Self-Funded Workers' Compensation Program

Dear Brian,

Self-Insuring the Workers' Compensation liability exposure for large cities in Oklahoma is the most cost effective method of covering this exposure. (Pay as you go.)

Many cities choose to limit the ultimate large claim liability by purchasing excess liability insurance from an insurance carrier that specializes in excess workers' compensation coverages. Different terms over the years have been used to describe this type of coverage...stop loss...reinsurance...etc.

Two carriers currently provide coverage competitively in the Oklahoma market for large cities with police and fires exposures: Safety National Casualty Corporation and Midwest Employers Casualty Corporation. Both carriers' policy forms are nearly identical. Both carriers are A rated by all rating agencies. The policy forms are truly occurrence forms. The policy form follows the Oklahoma Workers' Compensation law specifically and provides an umbrella of protection for catastrophic events. The policy form provides reimbursements at 100% once a claim and its' payments exceed the self-insured retention (SIR).

The purchasing decision tree is based, primarily, on risk retention for the city and on premium dollars. Each carrier provides online safety training and assistance in claims handling to Shawnee's Third Party Administrator.

Midwest Employers was price competitive from 2002 - 2011. Considerable premium savings has been enjoyed since the City of Shawnee changed to Safety National in 2011.

Sincerely,

A handwritten signature in black ink that reads 'Barney Welch'. The signature is written in a cursive, flowing style.

Barney Welch, Resident
Associated Underwriters, Inc.

Regular Board of Commissioners

2. h.

Meeting Date: 07/15/2013

Authorize purchase police vehicles

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize Police Department to purchase four (4) 2014 Ford police interceptor SUV's from the Bob Hurley dealership at a cost of \$26,433.00 each.

Attachments

Purchase Request



Shawnee Police Department

Chief Russell Frantz

P.O. Box 1448

Shawnee, Oklahoma 74802

Office (405)878-1680 or 1681 *Fax (405)878-1520



TO : Brian McDougal
City Manager

FROM : Russell Frantz
Chief of Police

SUBJECT : **Vehicle Request**

DATE : July 10, 2013

Request permission to purchase four (4) 2014 Ford police interceptor SUV's from the Bob Hurley dealership. Vehicle will be at a cost of \$26,433.00 making total cost of \$105,732.00 each, which is under the state bid price from another dealership. Funds for the above listed expenditures have been budgeted in capital funds. If you have any further question please don't hesitate to contact my office.

Regular Board of Commissioners

2. i.

Meeting Date: 07/15/2013

Workers Comp Settlement - Akins

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve settlement of John Akins from the Worker's Compensation Court.

Attachments

Workers Comp Settlement

Mayor
WES MAINORD



The City of Shawnee

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

www.ShawneeOK.org

Commissioners

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

From: Terry Cook

Worker's Compensation: Summary Information

Date:	7/09/2013
Employee Name:	John Akins
Date of Hire:	9/20/2010
Injury Date:	1/26/2012
Position Held at Time of Injury:	Plant Operator
Type of Injury:	Back Surgery
Amount of Order:	\$ 42,500.00
Type of Payment:	Mutual Agreement- Court Ordered
Recommendation:	I recommend we accept this offer because the employee agreed to this settlement in the form of a Court Agreed Mutual Settlement. This will close the case for good on his injuries and all others known or unknown with no possibility of future medical.
Respondent Payments:	\$ 140.00 Filing Fee \$ 290.70 Safety Fund Tax (.75%) \$ 775.20 Workers' Compensation Administration Fund Fee (2%)

Regular Board of Commissioners

2. j.

Meeting Date: 07/15/2013

Lake Lease Renewals and Transfers

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Lake Leases Transfer and Renewal:

Transfers:

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

Renewals:

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

Attachments

Transfer Lot 14 Magnino A Tract

Transfer Lot 13 Magnino Tract

Transfer Lot 7 Hart Tract

Transfer Lot 6 Hart Tract

Renewal Lot 1 Johnston Tract

Renewal Lot 4 Eckel Tract

Renewal Lot 9 Belcher Tract

Renewal Lot 2 Hart Tract

Renewal Lot 4 Seck Tract



City of Shawnee
Community Development Department
 222 N. Broadway
 Shawnee, OK 74801
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**SHAWNEE TWIN LAKES CABIN SITE LEASES
 SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

Date	6/27/2013	License No. #023867
Type	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date	7/15/2013	
Property Address	17312 MAGNINO ROAD	
Lake Site Location	LOT 14 MAGNINO A TRACT	
Lease Dates	7/15/14 – 7/15/44	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	RONALD AND MARCIE MITCHELL	
Address	See File	
Phone		
Current Lessee (Transfer From) (if applicable)		
Name(s)	RONALD MITCHELL	
Address	See File	
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if no, due:)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	6/03/2013	
Misc. Comments		
	Total Charges Paid: \$712.00	



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

Date	6/27/2013	License No. #023674
Type	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer
Commission Meeting Date	7/15/2013	
Property Address	16708 CLEARPOND LANE	
Lake Site Location	LOT 13 MAGNINO TRACT	
Lease Dates	7/15/2014 – 7/15/2044	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	STEVE AND CINDY PARSONS	
Address	See File	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	STEVE PARSONS	
Address	See File	
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if no, due:)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	1/27/2013	
Misc. Comments		
	Total Charges Paid: \$637.00	



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

Date	6/27/2013	License No. #023878
Type	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date	7/15/2013	
Property Address	16211 Hart Road	
Lake Site Location	Lot 7 Hart Tract	
Lease Dates	7/15/2014 – 7/15/2044	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00	Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Lessee (Transfer To)		
Name(s)	Alvin and Lynne Woodrell	
Address	See File	
Phone		
Current Lessee (Transfer From) (if applicable)		
Name(s)	Jim Davis	
Address	See File	
Phone		
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if no, due:)	
DEQ Report on File	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped		
Misc. Comments	No Septic System on Site	
	Total Charges Paid: \$637.00	



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

Date	6/27/2013	License No. #023871
Type	<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer (<i>Fee: \$1,000</i>)	
Commission Meeting Date	7/15/2013	
Property Address	16209 Hart Road	
Lake Site Location	Lot 6 Hart Tract	
Lease Dates	7/15/2014 – 7/15/2044	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	Alvin and Lynne Woodrell	
Address	See File	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	Jim Davis	
Address	See File	
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if no, due:)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	4/24/2013	
Misc. Comments		
Total Charges Paid: \$712.00		



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

Date	6/27/2013	License No. #009593
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (<i>Fee: \$1,000</i>)
Commission Meeting Date	7/15/2013	
Property Address	16816 Magnino Road	
Lake Site Location	Lot 1 Johnston Tract	
Lease Dates	6/23/2014 – 6/22/2044	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	Jerry and Deborah Roberts	
Address	See File	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	N/A	
Address		
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if no, due:)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	5/13/2013	
Misc. Comments		
	Total Charges Paid: \$712.00	



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

Date	6/27/2013	License No. #009216
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (<i>Fee: \$1,000</i>)
Commission Meeting Date	7/15/2013	
Property Address	15400 Eckel Road	
Lake Site Location	Lot 4 Eckel Tract	
Lease Dates	5/19/2014 - 5/19/2044	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00	Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lessee		
Name(s)	Bobby and Janelle Cox	
Address	See File	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	N/A	
Address		
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if no, due:)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	4/26/2013	
Misc. Comments		
	Total Charges Paid: \$712.00	



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

Date	7/15/2013	License No. #009220
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date		
Property Address	15605 NICKENS ROAD	
Lake Site Location	LOT 9 BELCHER TRACT	
Lease Dates	4/20/2014 – 4/20/2044	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	PATRICIA CUNNINGHAM EDWARD HALL	
Address	See File	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	N/A	
Address		
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if no, due:)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	5/07/2013	
Misc. Comments		
	Total Charges Paid: \$712.00	



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

Date	6/27/2013	License No. #010856
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	7/15/2013	
Property Address	16105 Hart Road	
Lake Site Location	Lot 2 Hart Tract	
Lease Dates	1/06/2014 – 1/06/2044	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee		
Name(s)	JOHN BRACKLEIN	
Address	See File	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	N/A	
Address		
Phone		
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input type="checkbox"/> No (if no, due:)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	12/22/2011	
Misc. Comments		
	Total Charges Paid: \$712.00	



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

Date	6/27/2013	License No. #013331
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date	7/15/2013	
Property Address	33712 POST OFFICE NECK	
Lake Site Location	LOT 4 SECK TRACT	
Lease Dates	8/20/2014 – 8/20/2044	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00	Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lessee (Transfer To)		
Name(s)	DANA MYERS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if no, due:)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	8/06/2012	
Misc. Comments		
	Total Charges Paid: \$699.00	

Regular Board of Commissioners

5.

Meeting Date: 07/15/2013

P09-13 Cond Use Permit

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Case #P09-13 Applicant: Tonya Jennings

Attachments

31504 Westlake Rd Rezone

Ordinance P09-13

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Tonya Jennings
FOR: Conditional Use Permit
LOCATION: 31504 Westlake Road
PROJECT#: 130674 Case# P09-13

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: A-1: Agricultural
REQUESTED CLASSIFICATION: A-1P; Agricultural with a Conditional Use Permit
PROPOSED PROPERTY USE: Rural Residential

PLANNING COMMISSION MEETING DATE: July 3, 2013

PLANNING COMMISSION RECOMMENDATION: Approve with the following conditions:

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

VOTE OF THE PLANNING COMMISSION: *MEMBERS PRESENT:* 6

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

RESPECTFULLY SUBMITTED,
Linda Burg
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



City of Shawnee
Community Development Department
222 N. Broadway
Shawnee, OK 74801
(405) 878-1665 Fax (405) 878-1587
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STAFF REPORT
CASE #P09-13

TO: Shawnee Planning Commission

AGENDA: June 5, 2013

RE: CASE #P09-13: Consideration of a *Conditional Use Permit* to allow for the placement of a manufactured home on agriculturally-zoned property

PROPOSAL

The applicant requests approval of a Conditional Use Permit to allow for the placement of a manufactured home on agriculturally-zoned property. The subject property is located at 31504 Westlake Road and is five acres in size.

GENERAL INFORMATION

Property Owner	Frances Phelps
Agent/Applicant	Tonya Jennings
Site Location/Address	31504 Westlake Road
Current Site Zoning	Agricultural (A-1)
Parcel Size	5 acres
Proposed Zoning	A-1 (with CUP – A-1P)
Proposed Use	Rural Residential
Comprehensive Plan Designation	Rural Development/Agricultural
Existing Land Use	Rural/Agricultural
Surrounding Land Use	<u>North:</u> Rural residential <u>South:</u> Rural residential

	<u>West:</u> Rural residential <u>East:</u> Rural residential
Surrounding Zoning	<u>North:</u> A-1 <u>South:</u> A-1 <u>West:</u> A-1, A-1P <u>East:</u> A-1, A-1P

STAFF ANALYSIS AND FINDINGS

The subject property is surrounded by similar sized parcels and is in a rural residential setting. Section 1401.10 of the Shawnee Zoning Code (see Section C) details the Planning Commission’s task in reviewing Conditional Use Permit requests. Considerations include the character of the neighborhood, traffic congestion, public utilities and other matters pertaining to the general welfare. The proposed residence is not expected to impact the character of the surrounding area or be detrimental to public health, safety and welfare. As of June 27, 2013 Staff has not received any written comments concerning the subject proposal.

Staff would like to note that two Conditional Use Permits have been granted to properties (east of the subject property) on Westlake Road for modular homes with the most recent application being approved in 2008. The proposed request is similar in nature to those requests and will have no known negative impacts to surrounding properties. The property owner has indicated that a new unit will be installed on the property (see Attachment 2).

RECOMMENDATION

Staff recommends **approval** of the requested Conditional Use Permit to allow for the placement of a manufactured home on the subject property since the placement of the manufactured home does not change the character of the neighborhood, and does not significantly increase traffic congestion or the use of public utilities. Approval of this Conditional Use Permit should be subject to the following conditions:

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



Figure 1: Aerial view of site and surrounding area (site outlined in red).

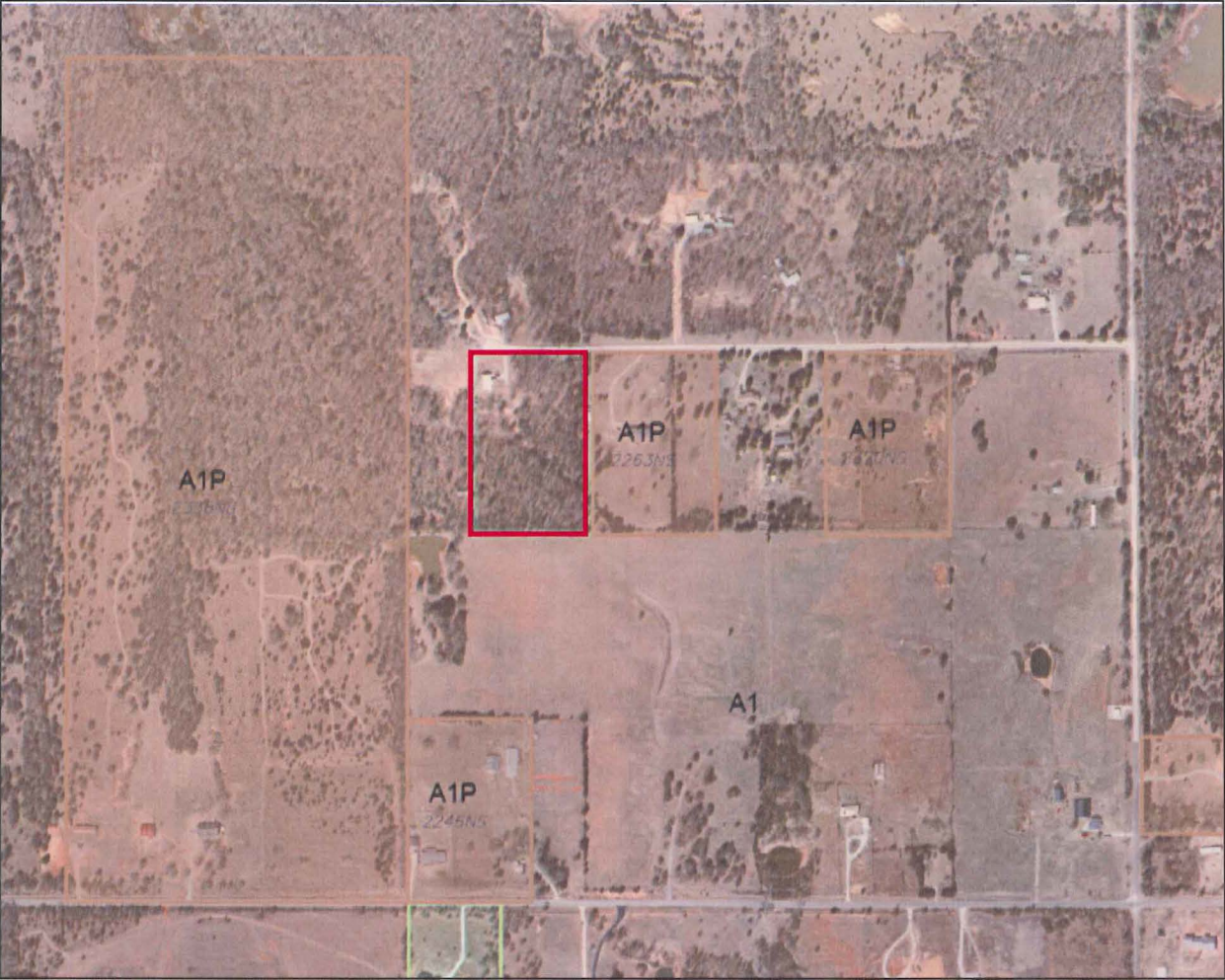


Figure 2. Zoning map indicating adjacent properties zoned A1-P.

ATTACHMENTS

- 1. Application
- 2. Photo from applicant

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE # P09-13

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

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

A tract of land described as beginning at a point 70 feet North of the Southeast Corner of the West Half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter (W/2 NW/4 NW/4 SE/4) of Section Nine (9), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence West 223.3 feet; thence North 195 feet; thence East 223.3 feet; thence South 195 feet to the point of beginning.

General Location Known As:	<u>31504 Westlake Road</u>
Current Zoning Classification:	<u>A-1; Agricultural</u>
Requested Zoning Classification:	<u>Conditional Use Permit</u>
Proposed Use of Property	<u>Placement of Manufactured Home</u>
Applicant:	<u>Tonya Jennings</u>

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

July 03, 2013	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
July 15, 2013	AT 6:30 P.M.:	CITY OF SHAWNEE CITY COMMISSION

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

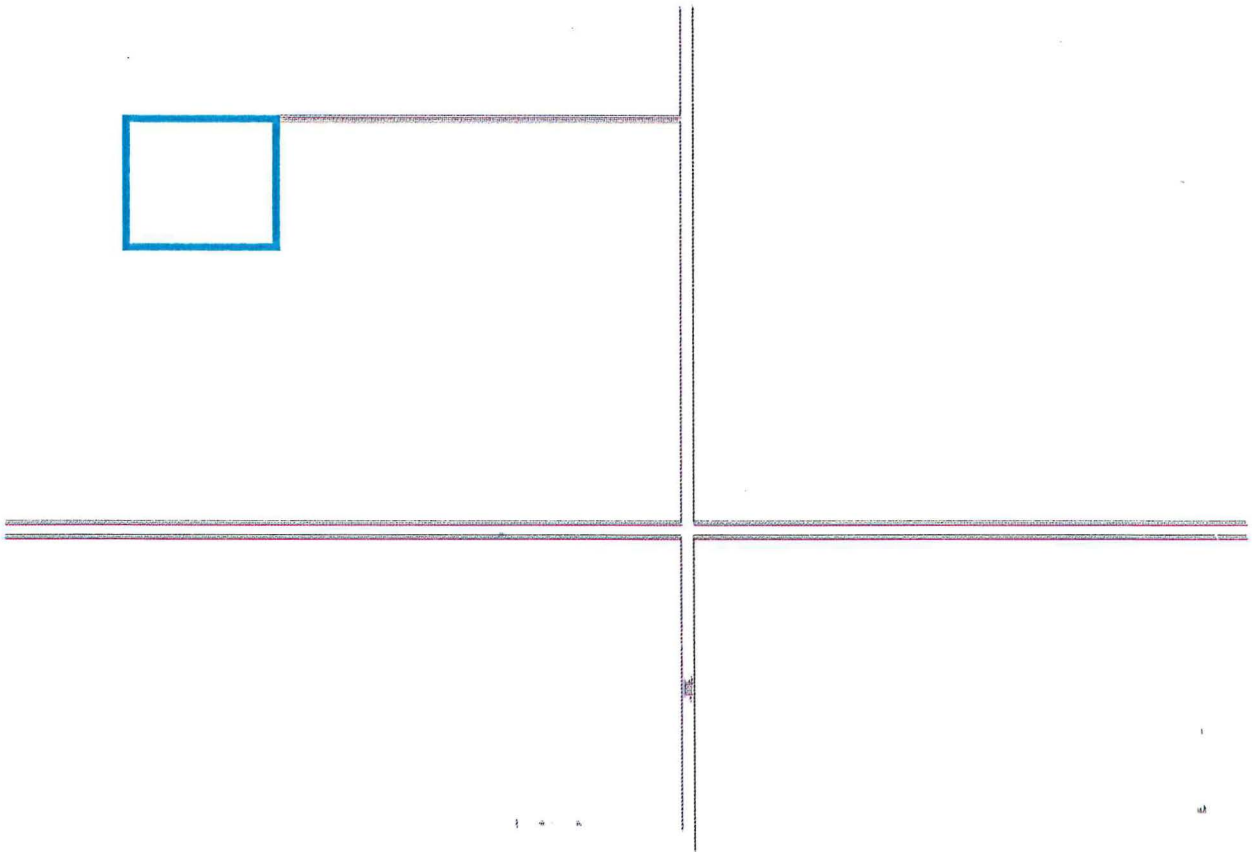
Witness my hand this 4th day of June, 2012.



Phyllis Loftis
Phyllis Loftis, City Clerk

Location Map

Figure 1 – Location Map- Property in question at the corner of West Lake Road and Patterson Road is highlighted in blue.



PLANNING COMMISSION APPLICATION
PROJECT NO. 130674 CASE NO. PC9-13

REQUEST:

Rezoning _____ Rezoning w/Conditional Use Permit _____ Conditional Use Permit X
Planned Unit Development _____

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

PROPERTY LOCATION (STREET ADDRESS): 31504 Westlake Rd Shawnee OK 74801

LEGAL DESCRIPTION: _____

PROPERTY OWNER (S): Frances Jewell Phelps

PROPERTY AGENT (APPLICANT): attached Tonya Jennings

APPLICANT'S ADDRESS: 31506 Westlake Rd

CITY: Shawnee STATE OK ZIP 74801

EMAIL ADDRESS: _____

TELEPHONE NUMBER: (405) 824-1222 CONTACT NUMBER: (405) 386-5922

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

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

PROPOSED ZONING: A-1-CUP **PROPOSED USE:** A-1-CUP Manuf Home

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

* Jewell Phelps
SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 3 day of June 2013

Linda Burco
PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 01475829

PLANNED UNIT DEVELOPMENT FEE \$ 550.00
SIGN DEPOSIT \$ 50.00

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

PLANNING COMMISSION ACTION: _____ **DATE:** _____
CITY COMMISSION ACTION: _____ **DATE:** _____
PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

-: AFFIDAVIT OF BONDED ABTRACTOR :-

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

A tract of land described as beginning at a point 70 feet North of the Southeast Corner of the West Half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter (W/2 NW/4 NW/4 SE/4) of Section Nine (9), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence West 223.3 feet; thence North 195 feet; thence East 223.3 feet; thence South 195 feet to the point of beginning.

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

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

EXECUTED at Shawnee, Oklahoma, this 6th day of May, 2013.

FIRST AMERICAN TITLE AND TRUST COMPANY

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

Order No. 1828166-SH99

Ownership List

Order No. 1828166-SH99

Date May 6, 2013

Page No. 1

OWNER

BRIEF LEGAL:

Frances Jewell Phelps – 31506 Westlake Road, Shawnee, OK 74801

W/2 NW/4 NW/4 SE/4 Section 9, Township 10 North, Range 2 East

Jeffrey D. Price and Justine Price – 31300 Home Lane Road, Shawnee, OK 74801

E/2 SW/4 Section 9, Township 10 North, Range 2 East

Wayne Mansell – P.O. Box 654, Tecumseh, OK 74873

E/2 W/2 N/2 NW/4 SE/4 Section 9, Township 10 North, Range 2 East

Charles E. Kaser and Johanna Kaser – 31610 Westlake Road, Shawnee, OK 74801

NE/4 NW/4 SE/4 Section 9, Township 10 North, Range 2 East

Jennifer Grubbs and William L. Grubbs – 31601 Westlake Road, Shawnee, OK 74801

W/2 SE/4 NW/4 SE/4 Section 9, Township 10 North, Range 2 East

Lonnie D. Maley and Benitta L. Maley – 31501 Westlake Road, Shawnee, OK 74801

SW/4 NW/4 SE/4 Section 9, Township 10 North, Range 2 East

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 70 FEET NORTH OF THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (W/2 NW/4 NW/4 SE/4) OF SECTION NINE (9), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE WEST 223.3 FEET; THENCE NORTH 195 FEET; THENCE EAST 223.3 FEET; THENCE SOUTH 195 FEET TO THE POINT OF BEGINNING, REZONING SAID PROPERTY FROM A-1; AGRICULTURAL TO A-1: AGRICULTURAL WITH A CONDITIONAL USE PERMIT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing was conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 15th day of July, 2013, upon an application to rezone property located in the City of Shawnee, Oklahoma to A-1; Agricultural with a Conditional Use Permit.

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said property to be rezoned as considered.

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

Section 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 70 FEET NORTH OF THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (W/2 NW/4 NW/4 SE/4) OF SECTION NINE (9), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE WEST 223.3 FEET; THENCE NORTH 195 FEET; THENCE EAST 223.3 FEET; THENCE SOUTH 195 FEET TO THE POINT OF BEGINNING, be rezoned A-1; Agricultural with a Conditional Use Permit and the official zoning map heretofore adopted is hereby amended as to include said property A-1; Agricultural with a Conditional Use Permit.

PASSED AND APPROVED this 15th day of July, 2013.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on the 15th day of July, 2013.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

6.

Meeting Date: 07/15/2013

Final Plat Section I Wyndemere Addition

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider approval of a final plat for Wyndemere Addition Section I located East MacArthur, west of North Bryan.

Case #S06-13 Applicant: Greg Brown Homes, LLC

Attachments

Final Plat Wyndemere Addition Section I

RECOMMENDATION TO:

MAYOR

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Greg Brown Homes, LLC

FOR: Final Plat – Wyndemere Addition Phase I

LOCATION: East MacArthur, West of North Bryan

PROJECT NUMBER 130681 **CASE NUMBER** S06-13

PLANNING COMMISSION MEETING DATE:

June 3, 2013

PLANNING COMMISSION RECOMMENDATION:

Approve with the following conditions:

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

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

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

RESPECTFULLY SUBMITTED,

Linda Burg

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



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

STAFF REPORT
FINAL PLAT
CASE #S06-13

TO: Shawnee Planning Commission

AGENDA: July 3, 2013

RE: CASE #S06-13: Final Plat for Wyndemere Addition (Phase 1)

PROPOSAL

The applicant is requesting *Final Plat* approval for Phase 1 of the Wyndemere Addition, located just west of the intersection of MacArthur Street and Bryan Street on the south side of MacArthur Street. The 43-lot development would occur on approximately 17 acres of the project site. The entire project site is 26.35 acres and 72 residential building lots are proposed. The Preliminary Plat (Case #S05-13) was approved in June 2013 by the City Commission along with the associated rezoning application (Case #P04-13).

GENERAL INFORMATION

Applicant	Greg Brown Homes, LLC
Owner	Greg Brown Homes, LLC
Agent	Phil Hagen, PE
Site Location/Address	<i>See Figure 1</i>
Current Site Zoning	R-1
Parcel Size	17.28 (Phase 1)
Proposed Use	Residential Use
Comprehensive Plan Designation	Residential
Existing Land Use	Agricultural/Vacant

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

STAFF ANALYSIS AND FINDINGS

The applicant is requesting approval of a final plat to allow for the creation of 43 single-family residential building lots. The proposed development is currently surrounded by agriculturally-zoned land, but is near the intersection of MacArthur Street and Bryan Street which currently has multiple uses including a public school and commercial development.

As proposed, several proposed lots need minor modifications to meet the R-1 zoning standards. These include corner lots that have an incorrect setback labeled and other minor changes. These modifications can be accomplished prior to recording of the final plat. All proposed lots meet the minimum lot size requirement of 6,000 square feet.

There is a proposed 0.50 acre area set aside for stormwater detention. In addition, there is a 0.56 acre area of dense vegetation at the extreme northeast of the property that will be preserved as open space. Sidewalks are required along MacArthur Street.

Other public improvements will include the extension of City water and sewer service to each lot and the construction of public streets. The City Engineer has reviewed the final plat and associated engineered improvement plans (water, sewer, street/sidewalk, stormwater) and has no objection to approval of the final plat for Phase 1.

RECOMMENDATION

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

Conditions

1. Construction of public and other site improvements shall be in accordance with the engineering plans reviewed and approved by the City Engineer.
2. The two deviations approved as part of the preliminary plat (Regency Court and Woodlawn Court) are valid and carry to the final plat.
3. A six-foot sidewalk shall be installed along MacArthur Street prior to recording of the Final Plat – Phase I.

4. Common Area "A" and "B" shall be maintained by the developer or homeowner's association and a copy of the associated covenants shall be submitted concurrent with submittal of the final recorded plat.
5. All lots shall meet the R-1 dimensional standards unless otherwise modified through a variance or Planned Unit Development process.
6. All other applicable City rules and standards apply.

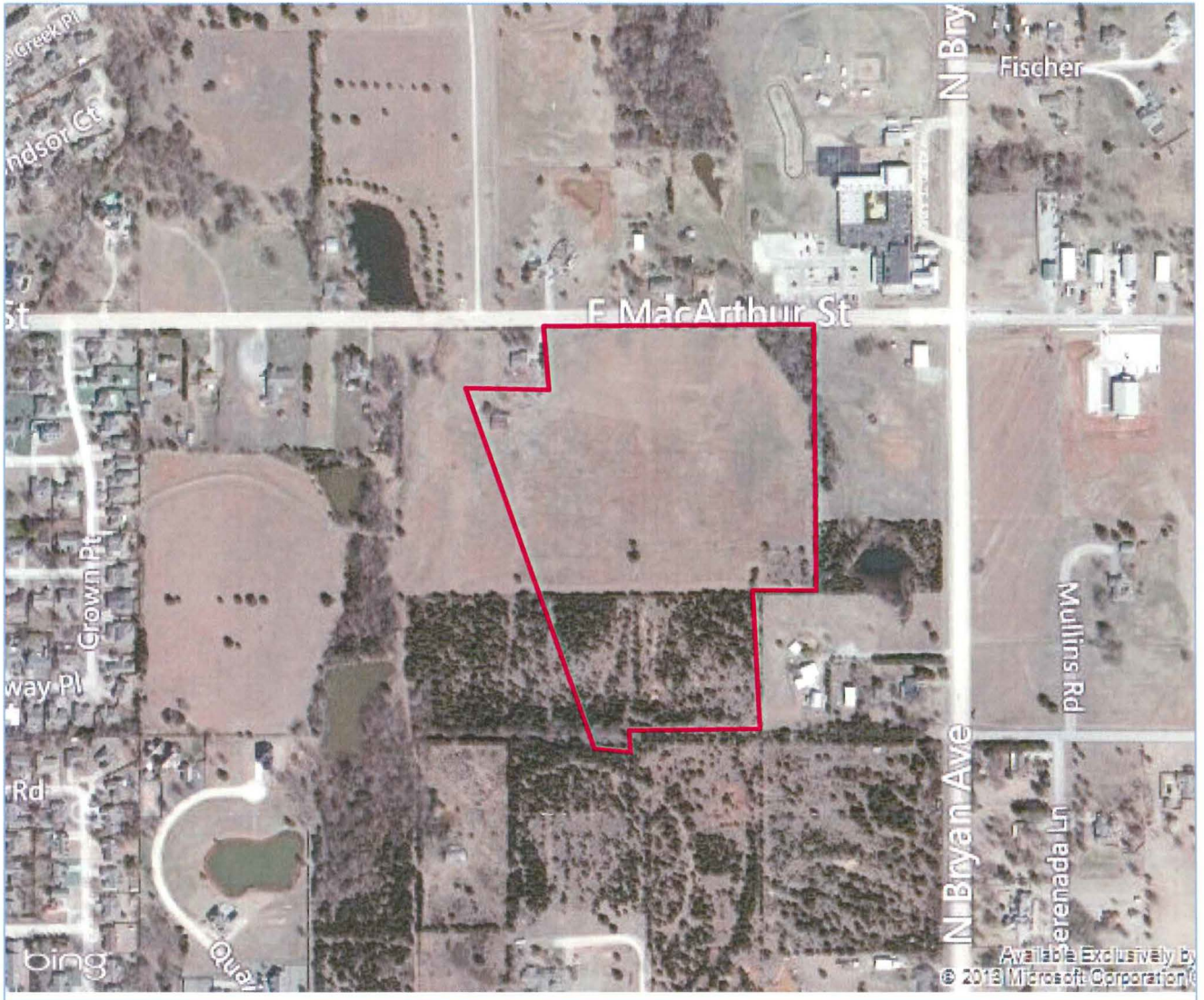


Figure 1: Aerial view with the entire plat area outlined.

Attachments

1. Final Plat
2. Application materials

FINAL PLAT APPLICATION FOR THE CITY OF SHAWNEE

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

APPLICANT Greg Brown Homes, LLC.

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

APPLICANT PHONE NUMBERS 405-273-5188

EMAIL ADDRESS Phil.Hagen@craftontull.com

RECEIVED

MAY 23 2013

NAME OF PLAT Wyndemere Section 1

PLANNING / CODE

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

NUMBER OF ACRES 17.283 NUMBER OF LOTS 43

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$325.00

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

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

TOTAL COST

FOR LESS THAN 2 ACRE LOTS: FEE: \$325.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 43 \$ 86.00

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

TOTAL COST \$411.00

OWNER/DEVELOPER INFORMATION:

NAME Same as above

ADDRESS

CONTACT NUMBERS

EMAIL ADDRESS

PROJECT ENGINEER INFORMATION:

NAME Phil Hagen, PE, Crafton Tull & Associates

ADDRESS 214 East Main Street, Oklahoma City, OK 73104

CONTACT NUMBERS 405-787-6270

EMAIL ADDRESS Phil.Hagen@craftontull.com June.Young@craftontull.com

FOR STAFF USE ONLY

PROJECT NUMBER: 130681 CASE NUMBER: S06-13

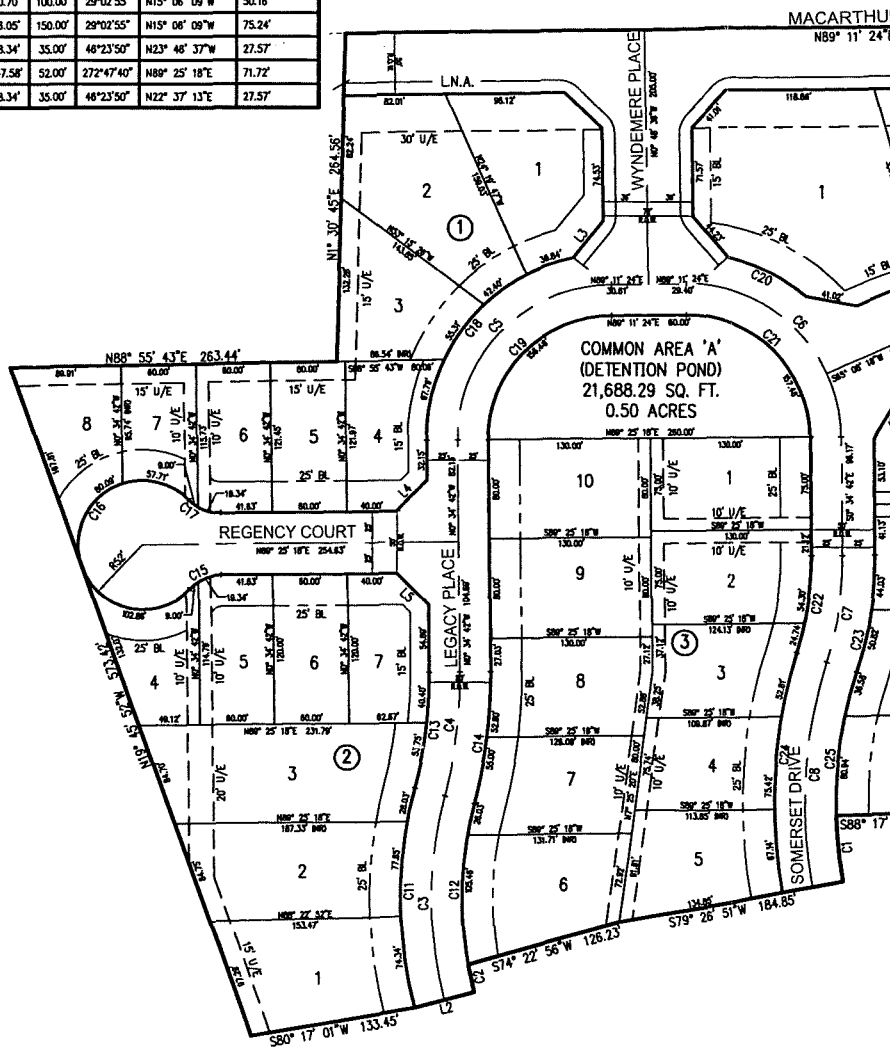
DATE: 6-3-2013 AMOUNT PAID: \$411.00 RECEIPT NO. 01476270

FINAL
OF
**WYNDEMERE
SECTION 1**
A PART OF THE NE/4 OF SEC. 8, T10N
SHAWNEE, POTTAWATOMIE COUNTY, C

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	54.07	350.00	8°51'03"	S8° 07' 37"E	54.01
C2	22.81	300.00	4°21'25"	S12° 27' 18"E	22.81
C3	167.16	325.00	29°28'07"	N0° 06' 03"E	165.32
C4	100.88	375.00	15°24'48"	N7° 07' 42"E	100.58
C5	195.84	125.00	89°46'06"	N44° 18' 21"E	176.42
C6	196.86	125.00	90°13'54"	S45° 41' 39"E	177.13
C7	86.95	275.00	18°06'54"	S8° 28' 45"W	86.58
C8	183.84	375.00	28°05'21"	S3° 29' 32"W	182.01
C9	185.95	125.00	85°14'05"	N72° 14' 39"W	169.27
C10	63.37	125.00	29°02'55"	N15° 06' 09"W	62.70
C11	180.01	350.00	29°28'07"	S0° 06' 03"W	178.04
C12	154.30	300.00	29°28'07"	S0° 06' 03"W	152.60
C13	94.16	350.00	15°24'48"	N7° 07' 42"E	93.87
C14	107.81	400.00	15°24'48"	N7° 07' 42"E	107.28
C15	28.34	35.00	48°23'50"	S68° 13' 23"W	27.57
C16	247.58	52.00	272°47'40"	S0° 34' 42"E	71.72
C17	28.34	35.00	48°23'50"	S67° 22' 47"E	27.57

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C18	203.34	150.00	78°28'00"	S38° 36' 18"W	189.88
C19	156.48	100.00	89°39'19"	S44° 21' 44"W	141.00
C20	71.49	150.00	27°18'26"	N63° 32' 30"W	70.82
C21	157.48	100.00	90°13'54"	N45° 41' 39"W	141.71
C22	79.04	250.00	18°06'54"	N8° 28' 45"E	78.71
C23	94.85	300.00	18°06'54"	N8° 28' 45"E	94.46
C24	195.39	400.00	27°59'13"	S3° 32' 36"W	193.45
C25	171.59	350.00	28°05'21"	S3° 29' 32"W	169.87
C26	27.52	112.00	14°04'34"	N58° 06' 00"E	27.45
C27	51.06	63.00	46°26'02"	N74° 16' 44"E	49.67
C28	92.29	100.01	52°52'26"	S56° 03' 49"E	89.05
C29	252.43	175.36	82°28'36"	N73° 34' 43"W	231.20
C30	50.70	100.00	29°02'55"	N15° 06' 09"W	50.16
C31	78.05	150.00	29°02'55"	N15° 06' 09"W	75.24
C32	28.34	35.00	48°23'50"	N23° 46' 37"W	27.57
C33	247.58	52.00	272°47'40"	N88° 25' 18"E	71.72
C34	28.34	35.00	48°23'50"	N22° 37' 13"E	27.57

PARCEL LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N11°02'14"E	11.15
L2	S75°21'59"W	50.00
L3	S38°31'20"W	38.00
L4	N44°25'18"E	35.36
L5	N45°34'42"W	35.36



LEGEND	
BL	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX	EXISTING
L.N.A.	LIMITS OF NO ACCESS
(NR)	NONRADIAL LINE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
U/E	UTILITY EASEMENT

Regular Board of Commissioners

7.

Meeting Date: 07/15/2013

OMRF Lump Sum Payment - Freeman

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan and refund of contributions from the Defined Contribution Plan for Darrell Freeman.

Regular Board of Commissioners

8.

Meeting Date: 07/15/2013

Resolution of Support - Mainord OML Board

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider a resolution of support for nomination of Wes Mainord to the OML Board of Directors, District 5.

Attachments

OML Board Nomination Resolution

RESOLUTION NO. ____

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

WHEREAS, the City of Shawnee, Oklahoma, recognizes that the Oklahoma Municipal League (“OML”) is a non-profit member driven organization composed of municipalities from across the State of Oklahoma who work together for their mutual benefit;

WHEREAS, the City of Shawnee, Oklahoma, through its membership with OML, realizes many benefits from the policy and legislative work of the OML, and as a result, supports the mission of OML which is to provide services and programs to its members to assist them in better serving their citizens and communities;

WHEREAS, the City of Shawnee, Oklahoma, is within District 5 and as such is represented by an appointee seated within said district;

WHEREAS, the City of Shawnee, Oklahoma, has an interest and desire to resolve its support of the nomination of Wes Mainord, Mayor, for District 5 seat on the OML Board of Directors;

WHEREAS, the City of Shawnee, Oklahoma, finds that said nomination would benefit the City of Shawnee, Oklahoma, and the other municipalities within District 5 by serving as the individual and collective voice of local government officials in interaction at both the state and national level;

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

SECTION 1: That the City of Shawnee, Oklahoma, unequivocally supports the nomination of Wes Mainord, Mayor, to serve as the District 5 appointee on the Board of Directors of the OML, by finding and declaring that the mission of OML to be for the public purpose and acknowledging that the City of Shawnee, Oklahoma, and other municipalities within District 5 will benefit by his appointment.

SECTION 2: That should Wes Mainord, Mayor, ultimately be appointed to the OML Board of Directors, he is specifically authorized and requested to fully participate in said meetings of the Board of Directors and the projects of the same to the ultimate benefit of the City of Shawnee, Oklahoma.

PASSED AND APPROVED THIS 15TH DAY OF JULY, 2013.

MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

9.

Meeting Date: 07/15/2013

Lease Purchase Agreement and Resolution

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Memo

Proposal

Lease

Resolution for Lease/Purchase with Motorola

City of Shawnee Memorandum



To: Honorable Mayor and City Commissioners
Through: Brian McDougal, City Manager
From: Donald D. Lynch, Emergency Management Director
Date: July 11, 2013
Re: Proposal to Lease Radio System Equipment from Motorola

NATURE OF THE REQUEST:

I am writing to request your approval on a resolution and lease agreement with Motorola for radio equipment for our Communications System Upgrade project.

STAFF ANALYSIS /CONSIDERATIONS:

Attached are 2 documents: the first is the Project Proposal document and the second is the Municipal Lease document. This equipment will be used to replace the radio consoles in our dispatch center; replace and upgrade the repeaters, antennas, and feedline at our existing towers at City Hall; replace the fleet of mobile and portable radios in the Police and Fire Departments; and construct a new 800 MHz system repeater tower on the North side of Shawnee. There are some third-party equipment costs that will be associated with the new site construction that are not covered by this lease.

Because systems components are either beyond or nearing the end of product support from Motorola, the inability to provide replacement parts and/or repair service necessitate the replacement of the equipment. We are also requesting additional capacity to correct for areas where current radio coverage is limited or non-existent.

RECOMMENDATION:

Staff recommends approval.

BUDGET CONSIDERATION:

The proposed amount for this lease is \$2,065,746.00

The third party equipment is expected to cost approximately \$ 114,075.00

The total project cost would be \$2,179,821.00

The City Commission has allocated \$3Million for this project.

In a memo to the Commission dated June 28, 2013, the City Manager outlined funding for this project. The interest rate is very attractive with Motorola to lease the equipment. Therefore, it was the recommendation of staff and the Public Law Finance Group to finance this project through the lease option.

Thank you for your favorable attention to this request.

Motorola Solutions, Inc.
1507 LBJ Freeway, Suite 700
Farmers Branch, TX. 75234
USA

July 10, 2013

City of Shawnee
Mr. Don Lynch
16 West 9th St.
Shawnee, OK 74082

Subject: P25 Upgrade and MCC7500 Proposal

Dear Mr. Lynch

Pursuant to your agency's request, Motorola Solutions, Inc., by and through its Government and Enterprise Mobility Solutions business ("Motorola"), submits this revised offer for the City of Shawnee Astro 25 Upgrade Project.

The proposed site equipment will be integrated into OKWIN Public Safety wide area communications network.

Since the State of Oklahoma is a member state of the Western States Contracting Alliance ("WSCA"), this proposal is subject to the terms and conditions of the WSCA contract with Motorola (WSCA Contract Number 02702) and the attached Communications System Agreement. The Contract Price includes the administrative fee to be paid to WSCA and the State of Oklahoma. Upon Final Project Acceptance, the parties will review any and all change orders to verify whether the purchase price has changed during the implementation of the system, and if so, whether additional administrative fees (or credits) are owed to Motorola.

Pricing is valid through July 22, 2013. The City of Shawnee may accept the proposal by signing and returning the enclosed Communications Systems Agreement (CSA) and Motorola Municipal Tax Exempt Lease and associated attachments.

The Tax Exempt Lease is a unique financing tool that includes non-appropriations language. This would enable the City of Shawnee to implement this upgrade over the next twelve months with no financial outlay with zero accrued interest the first year. In July of 2014, the City of Shawnee could either pay off the lease with no interest or make the first payment. This means that the system would be up and totally operational before the first payment was ever due. We have included a 7 year schedule, but the lease can be structured to meet the needs of the City of Shawnee.

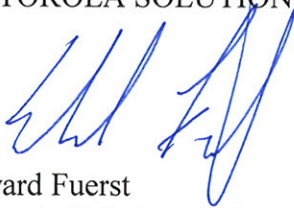
Motorola Solutions, Inc.
1507 LBJ Freeway, Suite 700
Farmers Branch, TX. 75234
USA

Any questions concerning this proposal may be directed to Ryan Delaney, Motorola Account Manager @ 405-245-0852. Motorola appreciates your interest in our systems and equipment.

We look forward to continuing our long term business relationship with the City of Shawnee.

Sincerely yours,

MOTOROLA SOLUTIONS, INC.



Edward Fuerst
Motorola Solutions Sales and Services, Inc. Vice President
North America Government Markets

ASTRO P25 UPGRADE



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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SYSTEM DESCRIPTION

1.1 SYSTEM OVERVIEW

Motorola is pleased to offer our ASTRO 25 Repeater Site trunked radio system to meet the City of Shawnee's public safety communications needs and be an integral component in the City of Shawnee's vision for a streamlined, unified communications infrastructure. The proposed design replaces the City of Shawnee's existing seven-channel 800 MHz single Intelli-Repeater communications system with a ten-channel ASTRO Repeater Site. Motorola has also included one additional ten-channel ASTRO Repeater Site, for a total of two ASTRO Repeater Sites in this proposal. The existing communications equipment shelters will be reused.

Motorola is proposing a 10-channel ASTRO 25 Repeater Site communication system at each of the two sites to meet the communication requirements of the City of Shawnee. The proposed two site ten-channel ASTRO 25 Repeater Site Subsystems will connect into the existing Oklahoma Department of Public Safety (OK DPS) Master Site network switch located in Tulsa, OK which is currently at System Release 7.7.

In support of the ASTRO 25 IP-based infrastructure, the City of Shawnee's existing Gold Elite consoles will be replaced with MCC 7500 consoles at the existing dispatch center. The MCC 7500 console position is Motorola's mission critical IP high-tier radio dispatch console system which will integrate seamlessly with the ASTRO 25 trunking system.

Motorola has included two GTR 8000 analog conventional repeaters to be installed at the dispatch location to meet the City of Shawnee's conventional communications request. Additionally, Motorola has included our ASTRO 25 APX mission critical mobile and portable radios, Motorola is proposing its next generation of APCO Project 25 (P25) subscribers, the APX Series. Motorola's APX series of subscribers delivers exceptional performance by combining advanced voice and data technology with legendary Motorola quality. Motorola developed our APX subscribers with revolutionary ergonomics, rich features, and robust design to provide users with flexibility, functionality, and safety.

Motorola is also proposing new conventional antenna systems to be installed on the existing City of Shawnee Monopole located at the City Hall location. These new antenna systems will replace the current aged antenna systems and provide a more reliable communications system for the existing radios that are operational today. Motorola has also included the services to paint the existing monopole.



1.2 PROPOSED SYSTEM DESIGN

1.3 ASTRO REPEATER SITE

The proposed system consists of two ASTRO 25 Site Repeater (ASR) with our 800 MHz GTR 8000 Expandable Site Subsystems (ESS). The radio site locations will be located at the current Intelli-Repeater (IR) location referred to as the Shawnee South site and a new location referred to as the Shawnee North site. The Shawnee North site will be installed at an existing city water tower facility.

The ASTRO 25 RF sites support only ASTRO 25, 9600 BPS, digital trunked traffic. No analog and no mixed-mode (analog-ASTRO) traffic is supported. Only 9600 equipped ASTRO trunked subscriber radios will function on these sites.

When connected to the master site located at the Tulsa PSAP, the ASTRO 25 trunked radio sites will provide multiple-site, wide-area, trunked operations. Users operating on other ASTRO 25 sites or other existing 3600 SmartZone sites can communicate with ASTRO 25 9600 users operating on the upgraded sites.

All site equipment, base stations and antenna combining equipment will be rack mounted. The ten trunked base stations are supplied in two GTR 8000 site repeater system racks. Each GTR 8000 rack supports up to six base stations. Two GTR 8000 racks are proposed. In the future, the proposed site repeater system can be expanded by adding up to two additional GTR 8000 ESS racks for a total of 28 800 MHz base radios.

Each GTR 8000 rack includes an integrated transmitter combiner and receiver multicoupler. The combiner connects the transmitters within the chassis to a single output. The combiner's output will connect to and feed a single transmit antenna. In the event frequency separation is not optimal, Shawnee may be required to provide additional transmit antennas at the ASR sites.

Each GTR 8000 rack includes an integrated receiver multicoupler. The multicoupler connects a single receive antenna to each rack receiver. One (1) tower top amplifier, TTA, will connect to a single receive antenna. The TTA will provide improved inbound receiver performance, allowing low powered hand held radios improved inbound coverage. The TTA output will connect to the GTR 8000 rack multicoupler input.

A Customer-provided dedicated leased T1 circuit is required and will connect the Shawnee sites to the Tulsa Master site. The leased T1 circuit will support the site traffic and site links. The City of Shawnee is responsible to provide the leased T1 circuits between the two ASR sites and the master site located at the Tulsa PSAP.

Motorola understands that the City of Shawnee will provide equipment floor space at each of the two sites existing shelters for three 7 ½' equipment racks to be secured in a single row with each equipment rack bolted to each other. The City of Shawnee will be installing a new equipment shelter at the Shawnee North Site to include all civil, electrical and HVAC requirements that meet R56 standards.

The City of Shawnee will provide the transmit and receive antenna systems at the existing tower locations. The towers and equipment shelters must be structurally sound and capable for the additional equipment to be installed. Motorola will connect to the City of Shawnee's existing shelters power systems that have Transient Voltage Surge Suppression meeting Motorola R56 standards.



In addition, the SDM3000 network fault management terminal has been included to allow future site monitoring alerts once the OKWIN system has a Graphical Master Computer installed. The SDM3000 will allow for other mission critical devices to be monitored using the Graphical Master Computer, such as door intrusion, generator and temperature alarms. The ASTRO Repeater Site base radio and site controllers will send alarms to the Unified Event Manager at the OKWIN master site in Tulsa over the ASTRO IP network.

Figure 1-1 illustrates a high level block diagram of the proposed ASR system.

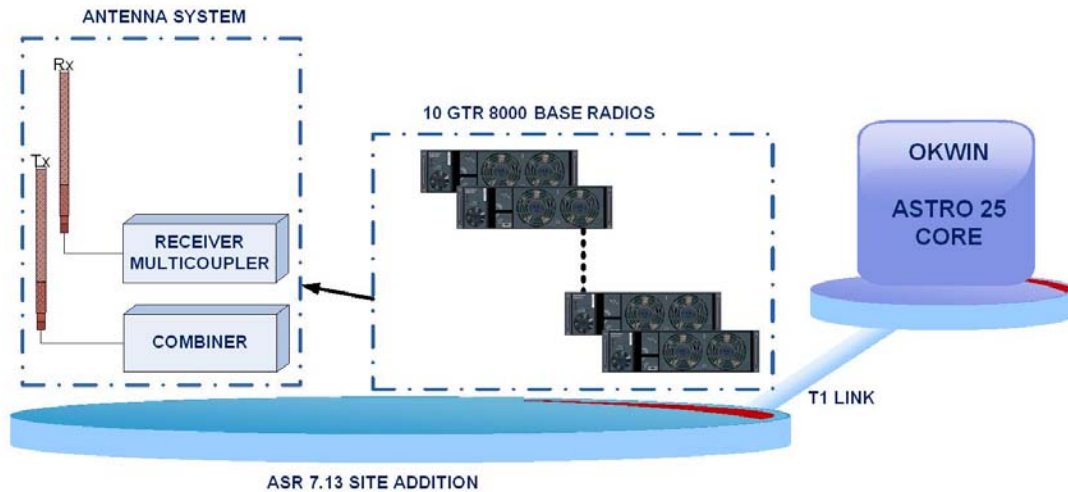


Figure 1-1: ASTRO Repeater Site Block Diagram

The City of Shawnee will supply the ten new 800 MHz licensed frequencies for the Shawnee North site. The existing seven 800 MHz frequencies will be reused and Shawnee shall provide an additional three new 800 MHz licensed frequencies for the Shawnee South site. The 800 MHz frequencies must all have a minimum of 150 kHz frequency separation to allow for efficient combining of the RF signals for the RF distribution system.

The ASR sites are designed for single site links. Therefore a single T1 circuit will be required from each ASR site to connect to the OKWIN ASTRO 25 core. Refer to the site connectivity section for detailed transport requirements.

A high level equipment summary proposed herein is listed below:

Shawnee North ASR:

- One Site Router.
- One Site Switch.
- Ten GTR 8000 base radios.
- One SDM3000 MOSCAD RTU.
- One RF Distribution System (RFDS).

*Includes: the shelter RF cabling from the Motorola equipment to the entry panel, receiver multicoupler and transmit combiner.

Shawnee South ASR:

- One Site Router.
- One Site Switch.
- Ten GTR 8000 base radios.
- One SDM 3000 MOSCAD RTU.
- One RF Distribution System (RFDS).

*Includes: the shelter RF cabling from the Motorola equipment to the entry panel, receiver multicoupler and transmit combiner.

City of Shawnee Spares:

- One Transceiver.
- One Power Amplifier.
- One Power Supply.
- One Cabinet Receiver Multicoupler.
- One Site Controller.
- One Transmit Surge Arrestor.
- One Receive Surge Arrestor.

1.4 MCC 7500 CONSOLES

The proposed MCC 7500 console system will replace Shawnee's existing three Gold Elite consoles. The MCC 7500 console architecture is Motorola's most advanced, mission critical, fully IP dispatch console which integrates seamlessly into the ASTRO 25 communications system. Currently the City of Shawnee has a Central Electronics Bank (CEB) connected back to the Master Site located in the City of Tulsa. The site connection to the Master Site is connected with three T1 circuits. Two T1 circuits are for the CEB connection and one T1 is for the Gold Elite network. The current Gold Elite resource assignments for both trunking and conventional resources have been designed to function on one T1 circuit in a non-redundant configuration on the new MCC 7500 consoles. This proposal does not include redundant site routers; therefore one T1 circuit will be required from the City of Shawnee with a connection back to the Master Site located at the City of Tulsa PSAP. Consideration should be given for any future growth and resource assignments due to the bandwidth constraints of a single T1 circuit. If additional resources reach the bandwidth limit of the current T1, additional T1 circuits may be required. Motorola has included two optional MCC 7500 console positions. The base offering includes five MCC 7500 consoles positions. If the optional console positions are purchased the total count will be seven MCC 7500 console positions.

Motorola understands that the City of Shawnee currently has a third party audio logging solution. This proposal does not include any audio logging specific equipment such as the Archive Interface Server (AIS) server option. Motorola understands the existing third party logging solution system will remain in place and all recording shall be performed off of the backup consolettes and the MCC 7500 Voice Processor Module (VPM). The City of Shawnee will connect the existing audio recorder to the Motorola installed equipment for the recording.

The existing six 800 MHz OKWIN consolettes and four (4) VHF conventional resources located at the current 911 dispatch center will be configured to operate on the new MCC 7500 console system. These resources are listed in Section 1.6.2, Conventional Channel Gateway components. The conventional resources must be 4-wire capable and tone capable as DC control is no longer supported.

Motorola has also included six optional APX 7500 consolettes to replace the existing ASTRO Spectra consolettes installed for back-up communications in the dispatch center. These new APX 7500 consolettes will be configured for a back-up voice communications method as well as to alert the dispatchers in the event the two new ASR sites enter site trunking, failsoft or an out of range indication occurs. The existing consolette antenna systems will be reused.

The optional Console Alias Manager has also been included. The Console Alias Manager (CAM) will allow the City of Shawnee to locally manage the subscriber aliases that appear on the MCC 7500 console positions. The CAM will allow Shawnee to configure subscriber aliases locally and to ignore the aliases defined in the master site core. In the event of a CAM failure, the Master Site core aliases will display as they do today on the existing console system. Motorola has also included two optional equipment racks with cable management systems and type 3 power distribution for each of the two racks in the dispatch equipment room.

Motorola has also included two optional GTR 8000 repeaters. These repeaters are to be mounted in the existing dispatch center equipment racks. One VHF GTR 8000 and one UHF GTR 8000 analog conventional repeater have been included. These two repeaters shall be rack mounted and connect to the customer supplied antenna systems. The City of Shawnee shall provide the FCC licenses.

Motorola has included five new antenna systems hardware and services to replace the City of Shawnee's monopole aged antenna systems. This proposal also includes the services to scrap and paint the monopole. The monopole will be stripped of all antennas, old paint scrapped, washed, primed and painted. Motorola has noted several of the climbing pegs are damaged and will be replaced. The number of the climbing pegs to be replaced shall not exceed 10. The current banding that fastens the antenna standoffs to the tower are rusted and will be replaced.

Motorola understands that the current conduits that houses the aged antenna systems coaxial cable may be damaged and prevent the new coaxial cable from being installed. Motorola will attempt to reuse the existing conduits, but in the event the conduits cannot be used additional hardware and services may be required at additional costs.

City of Shawnee Dispatch Room:

Five MCC 7500 dispatch operator positions including the following:

- Five workstations, Windows 7.
- Five gooseneck microphones.
- Five voice processor modules.
- Five 120VAC power strips.
- Five 19 inch non-touch monitors.
- Ten desktop speakers.
- Ten headset jacks.
- Five dual pedal footswitches.
- Five dual Instant Recall Recorders.

City of Shawnee Dispatch Equipment Room:

- One Conventional Site Controller.
- Three Conventional channel gateways (CCGW's).
- Two 24 port Ethernet switches.
- One Router.
- One SDM3000.
- One 7' Equipment Rack.
- One Type 3 AC surge suppressor.



City of Shawnee Spares:

- One MCC Speaker.
- One MCC Microphone.
- One Headset Jack.
- One Windows 7 PC.
- One MCC VPM.
- One Ethernet Switch.
- One Router.
- One CCGW module.
- One VPM Power Supply.

City of Shawnee Monopole Antenna Systems:

- Five VHF Omni DB224 antennas with 3' standoffs.
- 1,750' of 7/8" non-plenum LDF Coaxial Cable with associated connectors and surge devices.
- 100' of ½" non-plenum superflex coaxial cable with associated connectors.

City of Shawnee Optional Equipment:

- Two MCC 7500 operator positions including the following:
 - Two workstations, Windows 7.
 - Two gooseneck microphones.
 - Two voice processor modules.
 - Two 120VAC power strips.
 - Two 19 inch non-touch monitors.
 - Four desktop speakers.
 - Four headset jacks.
 - Two dual pedal footswitches.
 - Two dual Instant Recall Recorders.
- One Console Alias Manager.
- Six APX 7500 700/800MHz Single Band Consolettes.
- One VHF GTR 8000 Analog Conventional repeater including the following:
 - Duplexer.
 - Preselector.
 - Dual Circulator.
 - Rack Mount Hardware.
- One UHF GTR 8000 Analog Conventional repeater including the following:
 - Duplexer.
 - Preselector.
 - Dual Circulator.
 - Rack Mount Hardware.



Figure 1-2 depicts a high level block diagram of the proposed console subsystem.

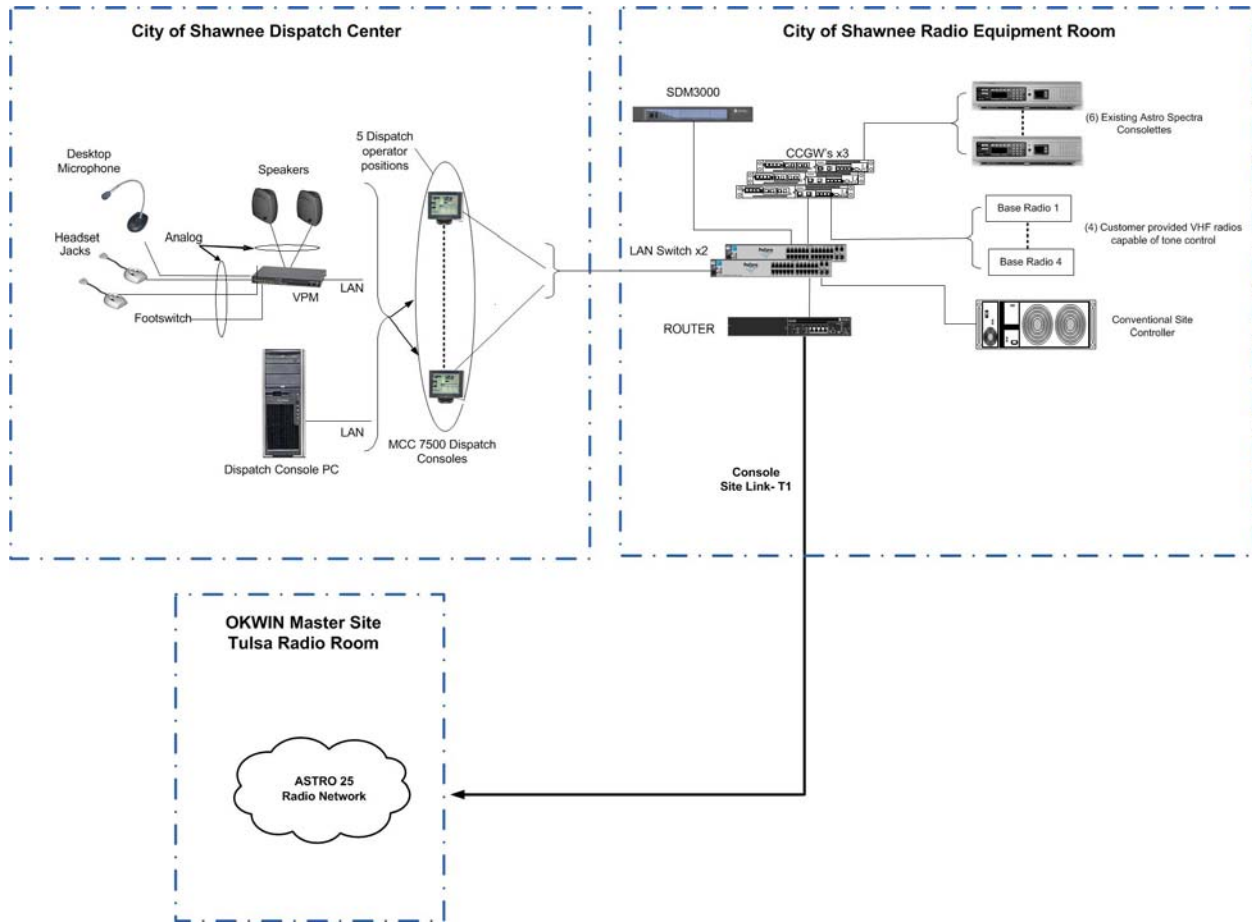


Figure 1-2: MCC 7500 Site Block Diagram

1.4.1 ASTRO 25 APX Subscribers

The radio package proposed for the City of Shawnee is the APX 6000 portable, APX6500 mobile and the APX4000 portable. The APX 6000 and APX 6500 subscribers included are equipped with the City of Shawnee requested options to operate on the OKWIN radio system. The APX4000 subscribers proposed are a VHF analog conventional only radio.

The proposed Subscriber counts are as follows:

- Fifty-nine (59) APX 6000 Model 2 Portables including the following features:
 - 700/800MHz Operation.
 - P25 Trunking FDMA Operation.
 - AES Encryption.
 - Li-Ion Battery.
 - Antenna.
 - Two year repair service advantage.
 - Single unit charger.

- Twenty-one (21) APX 6000 Model 2 Portables including the following features:
 - 700/800MHz Operation.
 - P25 Trunking FDMA Operation.
 - Li-Ion Battery.
 - Antenna.
 - Two year repair service advantage.
 - Single unit charger.
- Sixty (60) APX 6500 O5 Dash Mount Mobiles including the following features:
 - 700/800MHz Operation.
 - P25 Trunking FDMA Operation.
 - Dash Mount Option.
 - Palm Microphone.
 - 3dB Low profile antenna.
 - Speaker.
- Twenty (20) APX 4000 Model 2 Portables including the following features:
 - VHF Operation.
 - Analog Conventional Operation.
 - Li-Ion Battery.
 - Antenna.
 - Single unit charger.

1.4.2 System Components Description

This section discusses the various components that make up the proposed ASTRO Repeater Site and MCC 7500 Dispatch Console systems.

1.5 ASTRO REPEATER SITE

This section describes the G-Series IP equipment. Note that the descriptions and figures used in this section are to provide details on how an ASTRO 25 IP system operates and describe the various interfaces and interconnections. Exact quantities shown may differ from those proposed.

1.5.1 GCP8000 Site Controller

The Site Controller is the control interface between the ASTRO® 25 Repeater Site and the Master Site Zone Controller (ZC). The Site Controller is capable of supporting up to 28 trunked channels. Two Site Controller modules are required at each site.

The list below details the Site Controller's primary functions (Figure 1-3).

- Redundant site control.
- Maintains a link to the ZC at the Zone Master Site.
- Performs resource and fault management functions for the site and channels.
- Reports change in site state or channel capability to the ZC (Wide Area Trunking mode).
- Selects and assigns channel resources based on service requests in Site Trunking.



Figure 1-3: GCP 8000 Site Controller

1.5.2 GTR 8000 Base Radio

The GTR 8000 Base Radio basic function is to receive and transmit voice and data signals between subscriber radios and the infrastructure (Figure 1-4). The proposed GTR 8000 base radio supports the 800 MHz frequency band. Frequency information is programmed into the base radio using Motorola's Configuration Service Software (CSS), not included.

The base radio consists of four major FRUs: the transceiver, the power amplifier, the power supply and the fan module. The power supply is capable of operating from either AC or DC power. The proposed solution is based on AC power.

In addition to processing data calls, the base radio monitors the status of its hardware and reports any malfunctions, whether major or minor to the Network Manager.

The two optional GTR 8000 analog conventional repeaters support the VHF and UHF frequency band. Frequency information is programmed into the base radio using Motorola's Configuration Service Software (CSS), not included.



Figure 1-4: GTR 8000 Base Station

1.5.3 GTR 8000 Expandable Site Sub-System

The GTR 8000 ESS (Figure 1-5) enclosure can contain reconfigured GTR 8000 base stations, site LAN switches, and GCP 8000 controllers, along with an optional Radio Frequency Distribution System (RFDS), depending on your configuration needs.

Voice traffic is routed from each of the site base stations to the system for distribution all sites associated with the call. Benefits of the ESS include:

- Integrated design provides a smaller footprint at the site.
- Front/top access design and minimized cabling reduces install and service labor.
- Increased power supply redundancy through common power bus.



Figure 1-5: General GTR ESS Front View

1.5.4 Tower Top Amplifier (TTA) and Receive Multi-coupler

At the new 800 MHz tower sites, one (1) tower top amplifier, TTA, and receiver multicoupler system will be provided. The TTA system consists of two components: the tower-top mounted amplifier located close to the receive antenna and the control base unit with the receiver multicoupler.

Two independent LNA's provide component redundancy as well as excellent intermodulation (IM) performance. Microprocessor-controlled fault detection circuitry provides continuous monitoring and switching of each quad-LNA while sending operational data to the base unit for status reporting.

1.5.5 MCC 7500 Dispatch Console

Motorola's proposed dispatch solution for the City of Shawnee is our MCC 7500 Dispatch Console, offering IP-based seamless connectivity between the City of Shawnee dispatch operators and field personnel.

1.5.6 MCC 7500 Solution Overview for the City of Shawnee

The MCC 7500 Dispatch Console will provide the City of Shawnee with a scalable, flexible system architecture, network management and security, and an easy migration to future capabilities.

Cost Savings and Ease of Use

The MCC 7500 is designed to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. Specific benefits of the MCC 7500 include the following:

- The intuitive, easy to use Graphical User Interface (GUI) enhances dispatchers' efficiency and accuracy.
- Software-based upgrades facilitate system and feature expansion.
- Console configuration is performed at centralized Network Management clients, and changes are automatically distributed, which saves valuable technician and administrator time.

1.5.7 The MCC 7500 Dispatch Experience

As the most advanced dispatch console in Motorola's portfolio of mission-critical communications technologies, the MCC 7500's standard features offers the City of Shawnee state-of-the-art communications, console management and configuration functionality, dispatch operation, and communications security.

1.5.7.1 Interoperability Features

Motorola has joined and actively participated in the P25 interoperability committee to ensure continuously improving interoperability with the radios of other P25 vendors. ASTRO 25 is also fully Common Air Interface (CAI) compliant.

Motorola can use multiple customer-furnished (CF) interoperability radios to install, configure, and make operational the necessary hardware and software to provide two-way communications between the MCC 7500 consoles and talk group resources.

The Motorola Conventional Channel Gateway (CCGW) forms the bridge between the MCC 7500 dispatch console on the ASTRO 25 trunked radio network. This allows the dispatcher to patch together radios and required subscribers on the ASTRO 25 system as situations dictate. The CCGW can connect with up to four conventional channels. CCGW interfaces can be installed at any location as long as there is network connectivity back to the Zone Core.

As an incident occurs, local agencies can initiate radio conversation to a MCC 7500 dispatch location via a programmed channel. By selecting an icon on the console monitor, the dispatcher will initiate a patch to a talkgroup for First Integration with the ASTRO 25 Network.

The MCC 7500 IP Dispatch Console will be seamlessly integrated into the OKWIN system, without interface boxes, digital voice gateways or backroom electronics for an integrated mission critical network. This tight union between radio infrastructure and dispatch console equipment has several operational benefits to the City of Shawnee.

This modular IP approach substantially reduces the amount of space needed for backroom electronics. The physical space needed to accommodate the MCC 7500 console position is comparable to that required for a personal computer.

Both trunked talkgroups and conventional radio channels can be accessed and controlled from one MCC 7500 IP Dispatch Console over the same network.

1.5.7.2 Console Operations

**RELIABLE
AUDIO IN
REAL TIME**

The MCC 7500 IP Console is designed to provide audio between the dispatch console and users in the field. It is optimized for real-time audio and minimizing voice queuing.

Using robust error mitigation to maintain call quality even when the system is heavily loaded, the MCC 7500 IP Console reduces communication errors that may force dispatch console operators to repeat their transmissions.

1.5.7.3 Dispatch Interface

MCC 7500's graphical user interface (GUI) optimizes user efficiency. It is designed to display the maximum number of resources a dispatch operator is able to easily view and control. The City of Shawnee can customize the MCC 7500's GUI by agency or by individual user to meet their dynamic needs and requirements.

Elite Dispatch Graphical User Interface

The graphical icons and customization options make the MCC 7500 IP console GUI easy to learn and operate.

An example of the MCC 7500's GUI is shown in Figure 1-6.

**THE MCC 7500 CONSOLE'S
IMPROVED USE OF
BANDWIDTH ENSURES
THAT EMERGENCY CALLS
WILL MAKE IT THROUGH
TO THE DISPATCH
OPERATOR, REGARDLESS
OF SYSTEM TRAFFIC.**

**EASY TO USE,
FLEXIBLE, AND
CUSTOMIZABLE
USER INTERFACE**

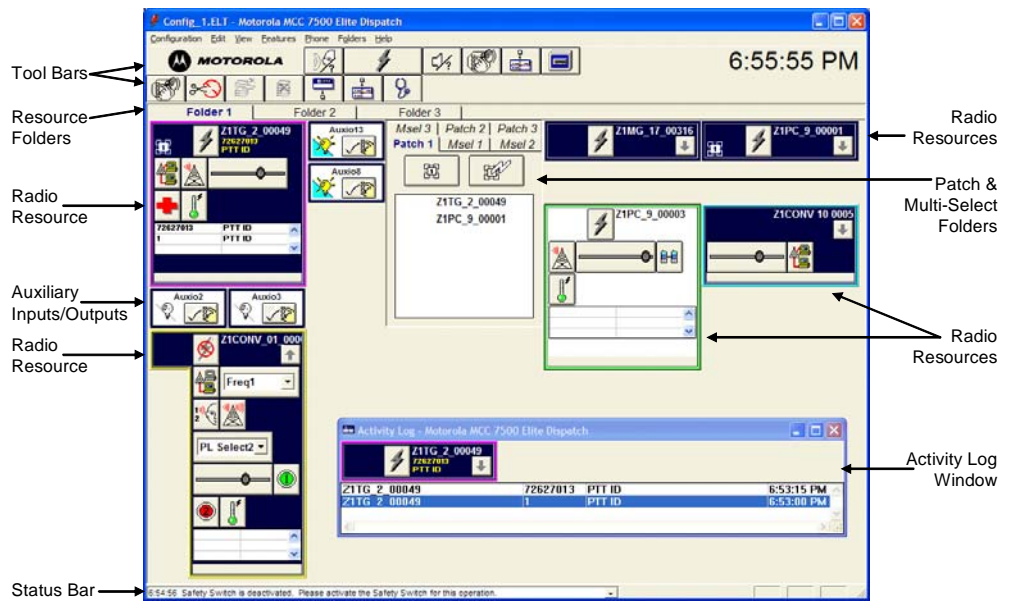


Figure 1-6: The MCC 7500's GUI

Based on operator preference, the MCC 7500 GUI can be customized to show details of trunked and conventional channels on a per-channel basis. Various controls can be highlighted, such as patch status, frequency select, coded/clear select, and individual volume control. Per-channel controls can be fully or partially shown, or hidden to save space on the screen. Busy dispatch operators can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of auxiliary inputs and outputs can be conveniently interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

1.5.7.4 Standard Radio Transmission and Reception

A typical MCC 7500 console has two speakers, one for selected audio and the second for all remaining unselected audio. Additional speakers can be added to the console, allowing dispatch operators to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources, allowing flexibility in the way the audio is presented to the dispatch operator.

Receiving Calls from the Field and Other Dispatch Operators

Dispatch operators have great flexibility as to how to hear calls from field radio users and other dispatch operators. Each console dispatch operator can define his or her own audio reception profile. They can select a single audio source, whether conventional or talkgroup, to be heard on a selected speaker (“Single Select”). They can also define groups of radio resources that can all be heard on a selected speaker (“Multi-Select”).



Initiating Calls to the Field and Other Dispatch Operators

The dispatch operator has several different ways of initiating a call. In most circumstances, a “General Transmit” is appropriate. With the general transmit, the dispatch operator selects a resource on the console and activates the transmission through a footswitch, microphone transmit button.

If the dispatch operator needs to quickly transmit on a resource, they use the “Instant Transmit” function, which activates the resource regardless of whether it is selected. To prevent accidental activation of “Instant Transmit,” it can be limited through an “Instant Transmit Safety Switch,” which must be pressed prior to activation of “Instant Transmit.”

Making Calls to the Field and Other Dispatch Operators

The dispatch operator can transmit audio in different ways, depending on who they need to speak with and how important that communication is. Most basically, they can make calls to all users listening to a specific conventional radio resource or a specific talkgroup (“Trunking Talkgroup”). When multiple resources are required, the operator can select additional talkgroups and/or conventional channels as needed for the call using the multi-select feature.

Controlling Console Audio

The MCC 7500 IP Dispatch Console offers the operator several different ways of controlling or muting the audio on their console. The operator can change the audio volume of any specific resource routed to a selected speaker and, if they desire, can mute and un-mute all non-selected resources on the console (“All Mute”) for 30 seconds.

The console enables the dispatcher to transmit on a resource while receiving audio from other resources. It also can prevent acoustic feedback when a co-located operator position transmits by muting the transmitting operator position’s audio on a shared resource.

1.5.7.5 Dispatch Audio Experience

Headset Jack

Each dispatch console is capable of supporting up to two headset jacks. A headset jack allows a dispatch console user to use a headset while operating the dispatch console. Each headset can either be connected to the console for supervisory applications, or to a desk telephone.

The headset jack contains two volume controls: one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio.

The headset jack supports headsets which use either PJ7 (6-wire) or PJ327 (4-wire) long frame connectors (6-wire headsets have a PTT button while 4-wire headsets do not have a PTT button).

Desktop Speakers

Each dispatch console is capable of supporting up to 8 audio speakers. These speakers supply audio for select/unselect, as well as pre-determined audio sources to specific monitor speakers., each of which transmits unique audio—that is, an audio source cannot appear in multiple speakers at a single dispatch console. Each position supports up to eight audio speakers. Monitor speakers – can tie specific talkgroups to a certain speaker, such as all fire resources to speaker 3.

Each speaker has individual volume controls, and contains an amplifier that provides a maximum of 2 Watts of power output. Speakers are self-contained units, and can be placed on a desktop, mounted in a rack/furniture, mounted on a wall, or mounted on a computer monitor. A mounting bracket is included with each speaker.

Footswitch

Each dispatch console is capable of a dual pedal footswitch. The footswitch can be configured to control general transmit and monitor functions.

Telephone/Headset Port

The telephone/headset port allows an external telephone set to be connected to the dispatch console. The dispatch console's headset can then be used to communicate on both the radio system and a telephone system (i.e. a 911 system).

When a telephone call occurs at a dispatch position, radio audio is directed from the headset to the appropriate console speaker. The headset microphone audio is routed to the telephone, allowing the dispatch console user to communicate hands-free on the telephone set. When the dispatch operator ends their call, the headset reverts back to full radio operation.

When the dispatch operator transmits on a radio resource during a telephone call, the headset microphone is re-routed to the radio system for the duration of the transmission. Once the transmission is completed, the headset microphone is routed back to the telephone. During the transmission, the dispatch operator continues to hear the telephone audio through the headset.

1.6 MCC 7500 OPERATOR POSITION COMPONENTS

MCC 7500 operator positions connect directly to the IP network site switch to join the ASTRO 25 system. Audio processing and switching intelligence for dispatch are performed within each software-based operator position, without additional centralized electronics.

An MCC 7500 operator position consists of a computer, a Voice Processing Module (VPM), one select speaker, up to seven unselect speakers, a desktop gooseneck microphone and/or headset jack box with in-line PTT amplifier, and footswitch.



MCC 7500 Operator Position Components

Voice Processing Module (VPM)

The VPM provides vocoding and audio processing services for the dispatch console. It connects to the console site LAN switch and communicates with the dispatch console PC via Ethernet. Each operator position includes a PC and a dedicated VPM.

The VPM has connectors for the following devices:

- One desktop microphone.
- Two headset jacks.
- Eight desktop speakers.
- DUAL instant recall recorder.
- Footswitch.

Some of the connectors listed above can be used to provide audio inputs and outputs for connecting other types of dispatch consoles to the Motorola radio system in conjunction with the Motorola MCC 7500 Dispatch APIs.



Personal Computer (PC)

The dispatch console uses a customized Motorola-certified PC running the Microsoft Windows operating system and containing a Motorola-designed voice card and a Motorola-designed secure card. The PCs used in ASTRO 25 systems have a mini-tower form factor.

The PCs are processed through Motorola factories in Schaumburg so that the application software, voice cards, and secure cards can be installed and tested to ensure they are operating properly.

1.6.1 Auxiliary Inputs and Outputs

An Auxiliary Input/Output server enables console operators to control and monitor external devices, such as doors and lights, from the console user interface. Multiple dispatch consoles anywhere in the network may monitor and control the same relay output and/or external inputs. Changes are indicated across all dispatch consoles simultaneously. Customizable graphic icons are also used to provide a visual indication of both the function and state of external inputs.

The contact closures and input buffers required to interface to these devices are housed in Remote Terminal Units (RTUs). These RTUs can be physically located close to where they are needed, at any console site or RF site. The dispatch consoles and RTUs communicate with each other across the radio system's IP transport network. Individual relay outputs can be configured so that they require a safety switch to be pressed before they respond to any commands from the dispatch console user.

1.6.2 Conventional Channel Gateway Equipment

The MCC 7500 Dispatch Console system includes a Conventional Channel Gateway. Up to 4 conventional resources can be integrated using any combination of 4-wire analog, and v.24 interfaces. Mixed-mode channels occupy 2 of the physical resource ports; one analog, and one v.24, but only one of the 4 channel slots. As such, you may have up to four channels in any combination of analog, v.24 digital, or mixed mode. DC control is not supported through the CCGW.

The CCGW's will be connected to the existing six (6) 800 MHz ASTRO Spectra consolettes and four (4) VHF control stations at the existing dispatch equipment room. These conventional resources will be configured to operate on the CCGW to allow the dispatchers to have these resources available on the MCC 7500 GUI screen. If the conventional radio resources are not capable of 4-wire control and do not have the tone remote option they will require an upgrade at an additional cost.

1.6.3 Security Manager

Using the Security module, hierarchal roles are created for users (i.e.: supervisor, day shift, technician, etc.). In the roles, access levels for modules and features are assigned. Data filters enable certain talkgroups to be viewable by authorized individuals. From the Security Configuration, with proper permission, users monitor user activity, module activity, and more.

1.6.4 System Activity Summary

This screen quickly shows the most important system statistics from the last minute, last 15 minutes, last 30 minutes, last hour, last 3 hours, or last 6, 12 and 24 hours. Data may be simply captured and printed from this screen. Inside System Summary are many graphing variations that are dynamically updated every minute (adjustable).

1.6.5 Talkgroup Activity and Emergency Display by Talkgroup

Display limit of 9 Talkgroups at a time

Group View displays the radio ID, Alias, Date and Time of last call, a special location field (not GPS), and a tag that identifies a radio in a special way, such as stolen or abuser. It also shows emergencies.

1.7 ELECTRICAL, HVAC AND EQUIPMENT SPACE REQUIREMENTS

VAC and Equipment Space Requirements

Motorola recommends each device listed below to be powered by a dedicated 120VAC 20A circuit. When multiple mission critical components are combined on a single electrical circuit the redundancy levels are reduced in the event of a single electrical circuit outage.

This proposal does not include any UPS power in the ASR sites, dispatch center room or the equipment rooms. Motorola will provide a Type 3 surge panel for the three (3) equipment racks to be installed in each ASR site and one equipment rack in MCC 7500 dispatch equipment room. These Type 3 surge panels allow for up to eight (8) individual 120VAC 20A circuits to be wired and be installed on each equipment rack. Motorola has included services for five (5) circuits to be wired on each of the three (3) equipment rack Type 3 surge panels at the two ASR sites. Motorola has included services for eight (8) circuits to be wired for the single Type 3 surge panel at the dispatch equipment room. The optional two (2) equipment racks at the dispatch equipment room have services included to wire eight (8) circuits for the two Type 3 surge panels.

The City of Shawnee is responsible for providing the required number of electrical circuits within 6' of the proposed equipment as outlined below. For the rack mounted equipment, these circuits must be terminated in an electrical junction box within 6' from the Type 3 surge panels. Each circuit must have a clearly labelled breaker in the electrical panel. Motorola will connect the circuits from the junction box to the Type 3 surge protector.

For the dispatch console positions, each circuit must be terminated with a 120VAC 20A receptacle. Motorola recommends two (2) 120VAC 20A receptacles for each operator position. These circuits should be installed within 3' of the proposed equipment installation location.

The Electrical and Heating, Ventilation, and Air Conditioning (HVAC) load requirements are listed below. One rack unit white space is required between each piece of equipment listed in Table 1-1 and Table 1-2.

Table 1-1: City of Shawnee ASR Equipment Room Electrical Loading

Equipment	Qty.	Total Circuits
ESS Cabinet-10 Power Supplies	1	10
LAN Switch	1	1
LAN Router	1	1
SDM3000	1	1
Receiver Multicoupler	1	1
Advance Power Monitor	1	1



Table 1-2: City of Shawnee Dispatch Equipment Room Loading

Equipment	Qty.	Total Watts	Total BTU/hr	Total Amps	Total Circuits	Total Rack Units
Conventional Site Controller	1	180	612	1.6	1	3
Dispatch LAN Switch	2	82	279	.8	2	2
Dispatch LAN Router	1	48	163	.4	1	1
CCGW	3	144	490	1.3	3	3
SDM3000	1	9	31	.1	1	1
Optional APX7500 Consolettes	6	1,518	5,161	13.8	6	0
Optional Console Alias Manager	1	714	2,428	6.5	1	6
GTR 8000 Repeater	2	1,060	3,604	9.6	2	14

1.8 T1 CIRCUIT REQUIREMENT

The City of Shawnee Dispatch Center site equipment requires dedicated T1 connectivity to the Tulsa Master Site equipment. The City of Shawnee is responsible for providing the required T1 link from the two ASR's and the dispatch center to the Tulsa Master Site. The T1 circuit must meet the following link specifications delineated in Table 1-3 and Table 1-4:

Table 1-3: T1 Circuit Requirement

Parameter	Measurement Value
Bit Error Rate – BER	1×10^{-6}
Stratum Level	2 or Better
Max. Delay	5 milliseconds (ms) one – way
Availability	99.999 %
Line Coding	B8ZS (bit 8 zero substitution)
Signaling	Clear Channel
Compression	None
Framing	ESF (extended super frame)
Pulse Amplitude	0 dBdsx (3.0V +/- 0.3V or 6V P-P)
Dry or Wet	Dry, No voltage (-48 VDC or other) Present

Table 1-4: T1 Circuit Specifications

No.	SITES	T1 Circuit Quantity
1	City of Shawnee North ASR to Tulsa PSAP	1
2	City of Shawnee South ASR to Tulsa PSAP	1
3	City of Shawnee Dispatch Center to Tulsa PSAP	1

This proposal does not include redundant dispatch site routers. The site router requires a single T1 circuit for each of the ASR's and the MCC 7500 dispatch site.

1.9 CUTOVER PLAN (ATP)

Motorola will work closely with the City of Shawnee to ensure a seamless transition from the Intelli-Repeater Site to the ASTRO Repeater Sites and the Gold Elite system to the newly proposed MCC 7500 console system. Prior to the cutover Motorola and City of Shawnee personal shall work closely together to ensure the plan meets the timeline and minimal outages for the console operators. The Gold Elite Central Electronics Bank located in the existing dispatch room will remain in place. This will allow for operators within the existing dispatch center to operate on the Gold Elite consoles. The new MCC 7500 consoles will be installed and operational in the new dispatch center to allow the City of Shawnee the appropriate amount of time to transition operations from the existing dispatch center to the new dispatch center.

The new MCC 7500 console position will be installed and tested for all programmed features prior to releasing to the operator. The process will continue for the remaining console positions.

The new MCC 7500 infrastructure will be installed in the new network rack at the new Dispatch location equipment room. Motorola will move the legacy equipment to a customer supplied on site location once the transition is completed.

1.10 ACCEPTANCE TEST PLAN

Under the direction of the Motorola Project Manager, teams consisting of representatives from the City of Shawnee and Motorola will execute agreed-upon test procedures to confirm that the system has been designed and installed to meet all of the features and performance capabilities agreed upon in the contract.

The Acceptance Test Plan (ATP) will verify the functionality of the new ASTRO Repeater Sites and MCC 7500 console positions along with the existing base radios. The proposed ATP is included with this proposal and will be finalized with the City of Shawnee during the design review.

All tests will be performed as described in the Acceptance Test Plan reviewed at the Design Review and the Acceptance Test Procedures mutually approved prior to the start of Acceptance Testing. During acceptance testing, the console system will be tested and the results documented as defined in the Acceptance Test Plan.

This testing is meant to test the hardware, software, and functionality of the ASTRO Repeater Sites and each console position. City of Shawnee representatives have the option to witness or to not witness the conducting of the field acceptance test. City of Shawnee representatives are encouraged to witness field testing in order to gain a better understanding of the system and test process.

Listed below is a sample list of test procedures that will be discussed during the DDR.

Trunking Infrastructure:

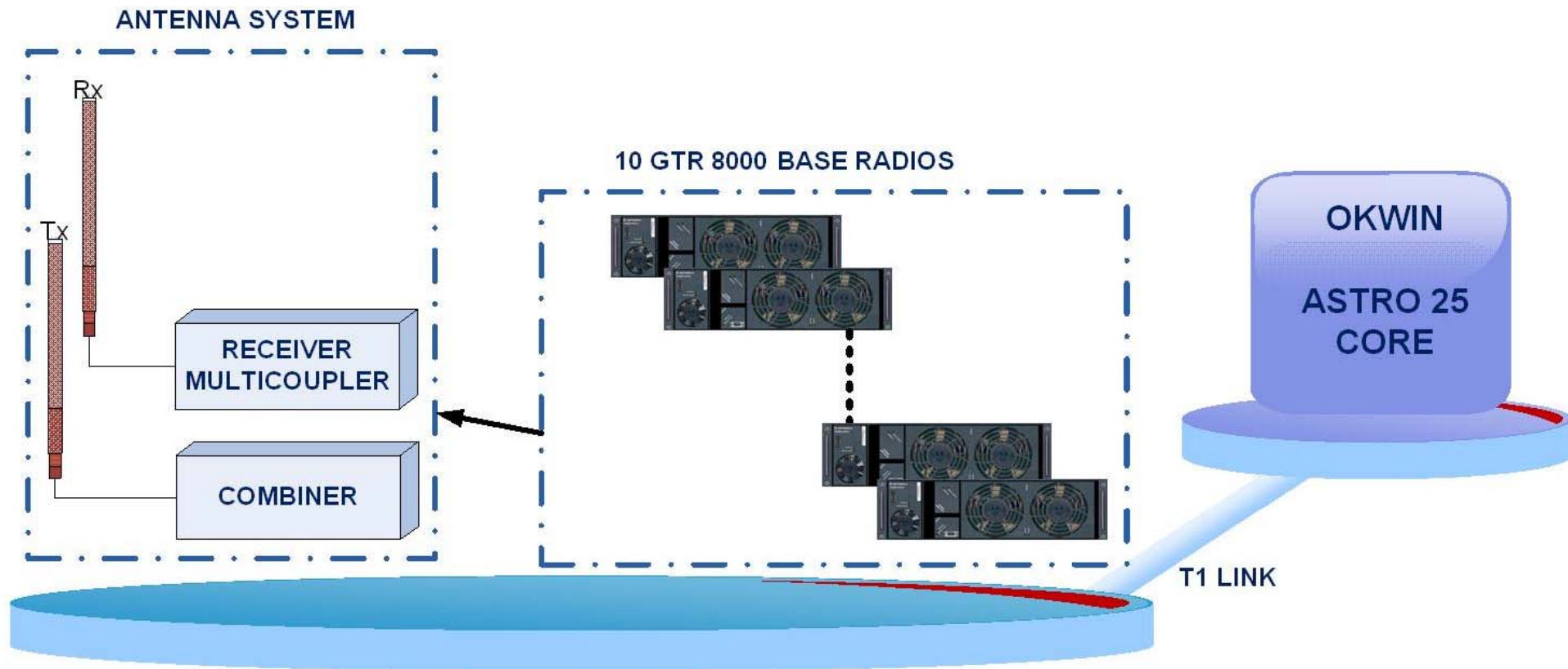
- Talkgroup Call.
- Multigroup Call.
- Call Alert.
- Emergency Alarm and Call.
- Wide Area Recovery.
- Site Trunking.

SECTION 2

SYSTEM DRAWINGS

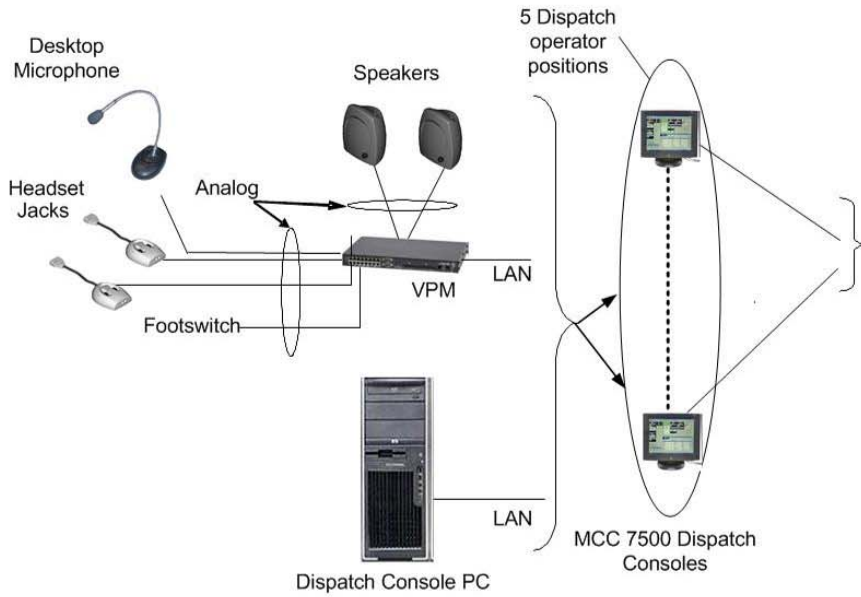
System Drawings are included on the following pages.



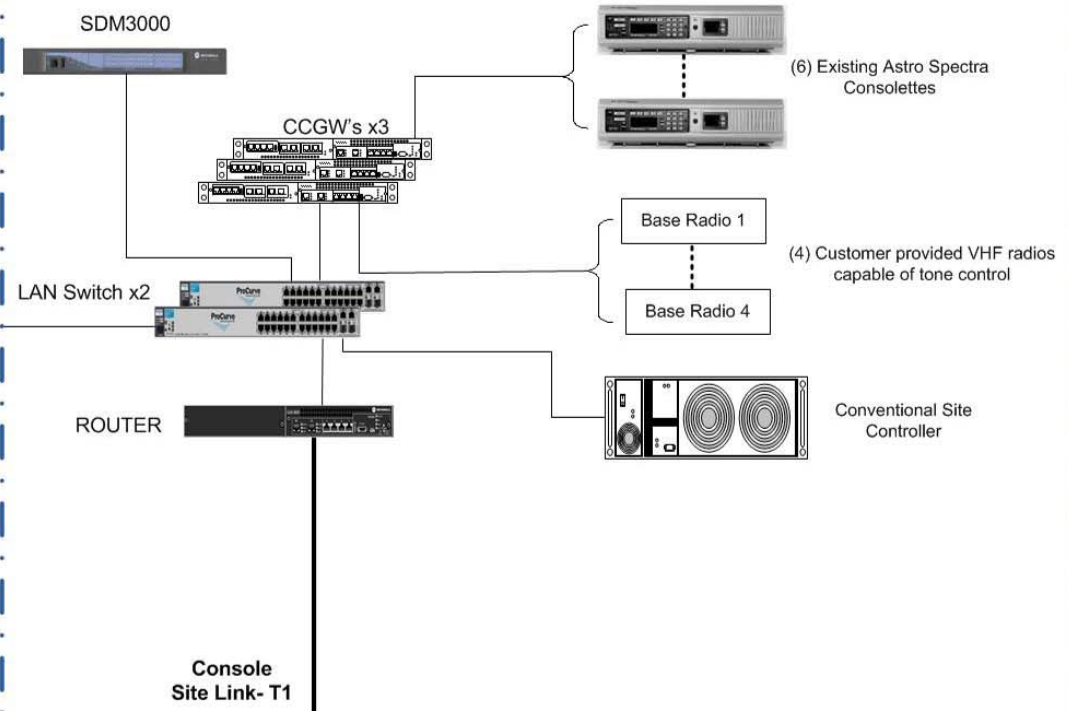


ASR 7.13 SITE ADDITION

City of Shawnee Dispatch Center



City of Shawnee Radio Equipment Room



OKWIN Master Site Tulsa Radio Room



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STATEMENT OF WORK

3.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to City of Shawnee. The tasks described herein will be performed by Motorola, its subcontractors, and City of Shawnee to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and City of Shawnee during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and City of Shawnee.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

Motorola is pleased to offer our ASTRO 25 Repeater Site trunked radio system to meet the City of Shawnee's public safety communications needs and be an integral component in the City of Shawnee's vision for a streamlined, unified communications infrastructure. The proposed design replaces the City of Shawnee's existing seven-channel 800MHz single Intelli-Repeater communications system with a ten-channel ASTRO Repeater Site. Motorola has also included one additional ten-channel ASTRO Repeater Site, for a total of two ASTRO Repeater Sites in this proposal. The existing communications equipment shelters will be reused.

Motorola is proposing a 10-channel ASTRO 25 Repeater Site communication system at each of the two sites to meet the communication requirements of the City of Shawnee. The proposed two site ten-channel ASTRO 25 Repeater Site Subsystems will connect into the existing Oklahoma Department of Public Safety (OK DPS) Master Site network switch located in Tulsa, OK which is currently at System Release 7.7.

In support of the ASTRO 25 IP-based infrastructure, the City of Shawnee's existing Gold Elite consoles will be replaced with MCC 7500 consoles at the existing dispatch center. The MCC 7500 console position is Motorola's mission critical IP high-tier radio dispatch console system which will integrate seamlessly with the ASTRO 25 trunking system.



Motorola has included two GTR 8000 analog conventional repeaters to be installed at the dispatch location to meet the City of Shawnee's conventional communications request. Additionally, Motorola has included our ASTRO 25 APX mission critical mobile and portable radios, Motorola is proposing its next generation of APCO Project 25 (P25) subscribers, the APX Series. Motorola's APX series of subscribers delivers exceptional performance by combining advanced voice and data technology with legendary Motorola quality. Motorola developed our APX subscribers with revolutionary ergonomics, rich features, and robust design to provide users with flexibility, functionality, and safety.

Motorola is also proposing new conventional antenna systems to be installed on the existing City of Shawnee Monopole located at the City Hall location. These new antenna systems will replace the current aged antenna systems and provide a more reliable communications system for the existing radios that are operational today. Motorola has also included the services to paint the existing monopole.

3.2 ASSUMPTIONS

Motorola has based the system design on information provided by City of Shawnee and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to City of Shawnee, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a Change Order.

- Perform the installation of the Motorola supplied equipment as described within this proposal.
- Schedule the implementation in agreement with the City of Shawnee.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide the City of Shawnee with the appropriate system interconnect specifications.
- Motorola understands that the existing tower sites and dispatch center will be utilized.
- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- No Uninterruptable Power Systems are included.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should City of Shawnee system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola is not providing a coverage guarantee.
- Existing 3600 subscribers will not have access to the proposed ASR sites and the respective coverage.
- Any subscriber radios, e.g. mobile, portable or control, that are expected to operate on the proposed ASR sites are equipped and able to function on an APCO 25 9600 network.
- This proposal does not include any dispatch console furniture.

3.3 CONTRACT

3.3.1 Contract Award (Milestone)

- The City of Shawnee and Motorola execute the contract and both parties receive all the necessary documentation.

3.3.2 Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the City of Shawnee.

City of Shawnee Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the City of Shawnee is responsible.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and the City of Shawnee assign all required resources.
- Project kickoff meeting is scheduled.

3.3.3 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the City of Shawnee.
- Review the resource and scheduling requirements with the City of Shawnee.
- Review the Project Schedule with the City of Shawnee to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the City of Shawnee), meetings, reports, milestone acceptance, and the City of Shawnee's participation in particular phases.

City of Shawnee Responsibilities:

- The City of Shawnee's key project team participants attend the meeting.
- Review Motorola and City of Shawnee responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.



3.4 CONTRACT DESIGN REVIEW

3.4.1 Review Contract Design

Motorola Responsibilities:

- Meet with the City of Shawnee project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to the City of Shawnee for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for staging.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links
- Establish demarcation point (supplied by the Motorola system engineer) to define the connection point between the Motorola-supplied equipment and the Customer-supplied link(s) and external interfaces.
- Finalize site acquisition and development plan.
 - Determine each site’s ability to accommodate proposed equipment based upon physical capacity.
 - If applicable, test existing equipment with which Motorola equipment will interface.
- Work with the City of Shawnee to identify radio interference between the new communication system and other existing radio systems.

Restrictions:

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola’s control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the City of Shawnee and documented through the change order process.



City of Shawnee Responsibilities:

- The City of Shawnee’s key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- The approved FCC frequencies must have a minimum separation of 150 KHz of each frequency.
- Frequency Licensing and Interference:
 - As mandated by FCC, the City of Shawnee, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
 - Provide the FCC “call sign” station identifier for each site prior to system staging.

Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is “frozen” in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

3.4.2 Design Approval (Milestone)

- The City of Shawnee executes a Design Approval milestone document.

3.5 ORDER PROCESSING

3.5.1 Process Equipment List

Motorola Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola’s City of Shawnee Order Fulfillment (COF) system.
- Create Ship Views, to confirm with the City of Shawnee the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

City of Shawnee Responsibilities:

- Approve shipping location(s).

Completion Criteria:

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.



3.6 MANUFACTURING AND STAGING

3.6.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

City of Shawnee Responsibilities:

- None.

Completion Criteria:

- FNE shipped to either the field or the staging facility.

3.6.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities:

- Procure non-Motorola equipment necessary for the system based on equipment order.

City of Shawnee Responsibilities:

- None.

Completion Criteria:

- Ship non-Motorola manufactured equipment to the field and/or the staging facility.

3.6.3 Ship to Staging (Milestone)

- Ship all equipment needed for staging to Motorola's factory staging facility in Schaumburg, Illinois [Customer Center for Solutions Integration (CCSi)].



3.6.4 Stage System

Motorola Responsibilities:

- Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the transmitter/receiver sites.
- Cut and label cables according to the approved CDR documentation.
- Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- Complete the cabling/connecting of the subsystems to each other (“connectorization” of the subsystems).
- Assemble required subsystems to assure system functionality.
- Power up, program, and test all staged equipment.
- Confirm system configuration and software compatibility to the existing system.
- Load application parameters on all equipment according to input from Systems Engineering.
- Complete programming of the Fixed Network Equipment.
- Program the approved templates into a radio-programming template tool.
- Complete programming of sample Subscriber units.
- Inventory the equipment with serial numbers and installation references.
- Complete system documentation.
- Third party subsystems may be staged at the manufacturer’s facilities and integrated in the field.
- Provide a Factory Acceptance Test Plan.

City of Shawnee Responsibilities:

- Provide information on existing system interfaces as may be required.
- Provide information on room layouts or other information necessary for the assembly to meet field conditions.
- Review and approve proposed Factory Acceptance Test Plan.

Completion Criteria:

- System staging completed and ready for testing.

3.6.5 Perform Staging Acceptance Test Procedures

Motorola Responsibilities:

- Test and validate system software and features.
- Functional testing of standard system features.
- Conduct site and system level testing.
- Power-up site equipment and perform standardized functionality tests.
- Perform system burn-in 24 hours a day during staging to isolate and capture any defects.
- Perform Customer-witnessed tests based upon Factory Acceptance Test Plan if required by the City of Shawnee.

City of Shawnee Responsibilities:

- Attend Factory Acceptance Testing if required by the City of Shawnee.
- Pay for travel, lodging, meals, and all incidental expenses for City of Shawnee personnel and representatives to witness the Factory Acceptance Testing.



Completion Criteria:

- Approve Factory Acceptance Testing.

3.6.6 Ship Equipment to Field

Motorola Responsibilities:

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

City of Shawnee Responsibilities:

- None.

Completion Criteria:

- Equipment ready for shipment to the field.

3.6.7 CCSi Ship Acceptance (Milestone)

- All equipment shipped to the field.

3.6.8 Develop Templates

Motorola Responsibilities:

- Motorola assists the City of Shawnee in defining each console template.
- Motorola participates in a meeting to finalize any changes among user groups.

City of Shawnee Responsibilities:

- Approve templates.
- Shall be responsible for all template development and programming of the subscribers.
- Shall be responsible for all removal and installation services of the subscribers.

Completion Criteria:

- Templates completed and approved by the City of Shawnee.

3.7 CIVIL WORK FOR THE CITY OF SHAWNEE-PROVIDED FACILITIES

Motorola Responsibilities:

- Provide electrical requirements for each equipment rack to be installed in the Customer-provided facilities.
- Provide heat load for each equipment rack to be installed in the Customer-provided facilities.
- Extend City of Shawnee provided electrical to Motorola equipment and terminate at the OP8 or Cabinet electric panel.



City of Shawnee Responsibilities:

- If applicable and based on local jurisdictional authority, the City of Shawnee will be responsible for any installation or up-grades of the Critical Operation Power Systems in order to comply with NFPA 70, Article 708.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Provide facilities for housing communications equipment such as shelters, towers, generators, fuel tanks, fenced compounds, etc.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location.
- Provide AC power to the demarcation point(s) indicated in the documentation. including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's Standards and Guidelines for Communication Sites (R56). Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Provide floor space and desk space for the System equipment at the Customer-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36-inch clearance in the front and back.
- Relocate existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- Bring grounding system up to Motorola's R56 standards and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- Provide all necessary wall or roof penetrations on existing buildings for antenna coax and microwave waveguide (if applicable) for main transmitter antennas, microwave radios, and control station Yagi antennas.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Shawnee is responsible for antenna systems designs, equipment and installation.
- Shawnee shall provide one (1) transmit, one (1) receive and one (1) receiver test line antenna systems at each of the ASTRO Repeater Sites.
- Shall provide the antenna systems for the six optional APX consolettes to be installed at the City Hall dispatch center.
- Shawnee shall provide the antenna systems terminations within 10' of the proposed equipment racks.
- Perform structural analysis of existing tower and rooftops as required to confirm that the structure is capable of supporting proposed and future antenna loads.
- Supply all permits as contractually required.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Supply engineering and drafting as required for modifications to existing building drawings for site construction.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.



- Any required system interconnections not specifically outlined here will be provided by Shawnee. These may include dedicated phone circuits or microwave links.
- Complete all City of Shawnee deliverables in accordance within the approved project schedule.
- The existing conduits for the monopole antenna system work must allow for the new coax cables to be installed without restriction and non recommended coaxial cable bends not meeting manufacturer specified bending radius.
- Shall be responsible for the structural integrity and loading analysis of the existing monopole tower.
- The VHF and UHF repeaters to be installed in the City Hall equipment room shall have adequate antenna separation on the existing tower provided by the City of Shawnee to prevent interference.
- Shall provide the VHF and UHF antenna systems at the City Hall location for the two proposed GTR 8000 repeaters.

Completion Criteria:

- All sites are ready for equipment installations in compliance with Motorola’s R56 standards.

3.8 SYSTEM INSTALLATION

3.8.1 Install Fixed Network Equipment

Motorola Responsibilities:

- Motorola will be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R-56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA), and FCC standards and regulations.
- For installation of the fixed equipment at the various sites, Motorola will furnish all cables for power, audio, control, and radio transmission to connect the Motorola supplied equipment to the power panels or receptacles and the audio/control line connection point.
- During field installation of the equipment, any required changes to the installation will be noted and assembled with the final ‘as-built’ documentation of the system.
- Will provide storage location for the Motorola-provided equipment.
- Receive and inventory all equipment.
- Bond the supplied equipment to the site ground system in accordance with Motorola’s R56 standards.
- Will interface with the following network connections:
 - City of Shawnee provided T1 site links.
- Will not remove existing equipment.
- Will not relocate existing equipment to a location designated by the City of Shawnee.
- Will not dispose of existing equipment.

City of Shawnee Responsibilities:

- Provide access to the sites, as necessary.

Completion Criteria:

- Fixed Network Equipment installation completed and ready for optimization.

3.8.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by the City of Shawnee.

3.8.3 Console Installation

Motorola Responsibilities:

- Install the console in the space provided by the City of Shawnee.
- Connect the Customer-supplied, previously-identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- Install a dedicated Local Area Network (LAN) at each dispatch center to connect the proposed console positions.
- Connect the appropriate equipment to the Customer-supplied ground system in accordance with Motorola's R56 Site Installation standards.
- Perform the console programming, based on the console templates designed during the fleetmapping process.
- For consoles not located at the master site, additional network link resources will be required, as identified in the network diagram provided by Motorola.

City of Shawnee Responsibilities:

- Provide demarcation point located within 25 feet of the console interface.
- Shall be responsible for any logging requirements. This proposal does not include a logging solution.

Completion Criteria:

- Console installation is complete.

3.8.4 Console Installation Complete

- Console installation completed and accepted by the City of Shawnee.

3.8.5 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by the City of Shawnee.

3.8.6 System Options

The following (7) options will be included in the proposal pricing section. The options are currently not part of the base offering and will need to be added into the project scope if selected by the City of Shawnee.

1. Optional APX7500 Back-Up Console Solution.
2. Optional Site Equipment Rack.
3. Optional MKM7000 Console Alias Manager.
4. Optional APX Subscribers.
5. Optional VHF and UHF GTR 8000 Repeaters.
6. Optional two additional MCC 7500's.
7. Optional Monopole antenna systems and painting.



The selected options must be implemented concurrent with the base system.

3.9 SYSTEM OPTIMIZATION

3.9.1 Optimize System FNE

Motorola Responsibilities:

- Motorola and its subcontractors optimize each subsystem.
- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Check audio and data levels to verify factory staging settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Integrate the consoles and RF sites into the system to ensure proper operation.
- Set up the consoles on the radio system to perform the dispatching operation.

City of Shawnee Responsibilities:

- Provide access/escort to the sites.
- Provide required radio ID and alias information to enable alias database setup for interface to console.
- Dispatchers to use the existing conventional system icons for dispatching until cutover.

Completion Criteria:

- System FNE optimization is complete.

3.9.2 Link Verification

Motorola Responsibilities:

- Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

City of Shawnee Responsibilities:

- Make available the required links which meet the specifications supplied by Motorola at the CDR.

3.9.3 Completion Criteria:

- Link verification successfully completed.

3.9.4 Optimization Complete

- System optimization is completed. Motorola and the City of Shawnee agree that the equipment is ready for acceptance testing.

3.10 TRAINING

3.10.1 Perform Training

Motorola Responsibilities:

- Formal Training is not included under this agreement.

Note: Upon request, Motorola will provide a quote for a formal training package as required by the City of Shawnee.

3.11 AUDIT AND ACCEPTANCE TESTING

3.11.1 Perform R56 Installation Audit

Motorola Responsibilities:

- Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).

City of Shawnee Responsibilities:

- Provide access/escort to the sites.
- Witness tests if desired.

Completion Criteria:

- All R56 audits completed successfully.

3.11.2 Perform Equipment Testing

Motorola Responsibilities:

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or the City of Shawnee) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

City of Shawnee Responsibilities:

- Witness tests if desired.

Completion Criteria:

- Successful completion of equipment testing.



3.11.3 Perform Functional Testing

Motorola Responsibilities:

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the City of Shawnee for review.
- Resolve any minor task failures before Final System Acceptance.

City of Shawnee Responsibilities:

- Witness the functional testing.

Completion Criteria:

- Successful completion of the functional testing.
- City of Shawnee approval of the functional testing.

3.11.4 Perform Coverage Testing

Motorola Responsibilities:

- Motorola is not providing a formal Coverage Acceptance Test Procedure (CATP) as part of this agreement.
- Motorola is not providing a coverage guarantee under this agreement.

3.11.5 System Acceptance Test Procedures (Milestone)

- City of Shawnee approves the completion of all the required tests.

3.12 FINALIZE

3.12.1 Cutover

Motorola Responsibilities:

- Motorola and the City of Shawnee develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

City of Shawnee Responsibilities:

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).



3.12.2 Resolve Punchlist

Motorola Responsibilities:

- Work with the City of Shawnee to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

City of Shawnee Responsibilities:

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:

- All punchlist items resolved and approved by the City of Shawnee.

3.12.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities:

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

City of Shawnee Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

- All service information has been delivered and approved by the City of Shawnee.

3.12.4 Finalize Documentation

Motorola Responsibilities:

- Provide an electronic as-built system manual (or updates to an existing system manual) on a Compact Disc (CD). The documentation will include the following:
 - System-Level Diagram.
 - Site Block Diagrams.
 - Site Floor Plans.
 - Site Equipment Rack Configurations.
 - ATP Test Checklists.
 - Functional Acceptance Test Plan Test Sheets and Results.
 - Equipment Inventory List.
 - Console Programming Template.
 - Maintenance Manuals (where available).
 - Technical Service Manuals (where available).

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

- Provide two console operator manuals at every dispatch center.

City of Shawnee Responsibilities:

- Receive and approve all documentation provided by Motorola.



Completion Criteria:

- All required documentation is provided and approved by the City of Shawnee.

3.12.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from the City of Shawnee.

3.13 PROJECT ADMINISTRATION

3.13.1 Project Status Meetings

Motorola Responsibilities:

- Once per month, the Motorola Project Manager or designee, will attend the project status meeting with the City of Shawnee, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any miscellaneous concerns of either the City of Shawnee or Motorola.

City of Shawnee Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

3.13.2 Progress Milestone Submittal

Motorola Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

City of Shawnee Responsibilities:

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- The City of Shawnee approval of the Milestone Completion document(s).

3.13.3 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a Change Order. Neither Party is obligated to perform requested changes unless both Parties execute a written Change Order.

Example - Change Order Form.



Microsoft Office
Word 97 - 2003 Docu

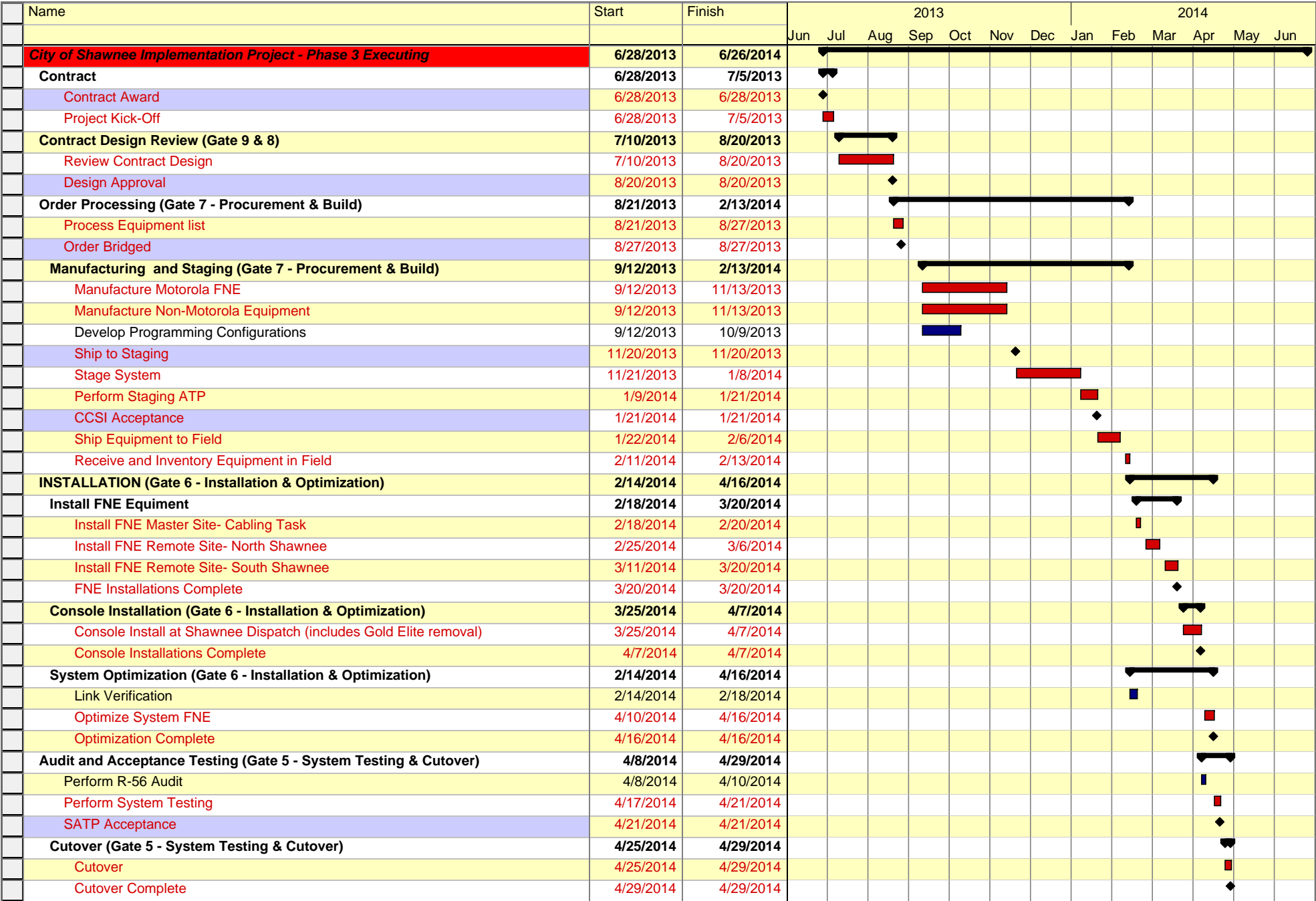
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PROJECT SCHEDULE

The project schedule is included on the following pages.



SHAWNEE P25 UPGRADE OK-13Q102A - Gantt Chart



SHAWNEE P25 UPGRADE OK-13Q102A - Gantt Chart

Name	Start	Finish	2013						2014														
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun								
Finalize (Gate 4 - Implementation Close)	5/2/2014	6/26/2014																					
Punchlist Resolution	5/2/2014	5/22/2014																					
Finalize Documentation	5/23/2014	6/13/2014																					
Final Acceptance	6/26/2014	6/26/2014																					

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WARRANTY AND MAINTENANCE

Motorola has over 75 years of experience supporting mission critical communications for public safety and public service agencies. Motorola’s technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

THE MOTOROLA SERVICE DELIVERY TEAM

Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer’s functions.

Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola’s Authorized Servicers when needed for network health and operations.

Motorola System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center:

- Network Monitoring.
- Dispatch Service.
- Infrastructure Repair with Advanced Replacement.
- Technical Support.

Motorola has proven experience to deliver mission critical network support
<ul style="list-style-type: none"> ▪ Extensive Experience – Motorola has over 75 years of experience supporting mission critical communications and the Public Safety community. ▪ Capacity to Respond – Motorola’s network of local service centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery. ▪ Flexibility and Scalability – Motorola’s Support Plans are customized to meet individual Customer needs. ▪ Skills and Process – Motorola uses a well-established, structured, and disciplined approach to provide service delivery. Motorola’s team of well-trained and committed people understands the communications technology business.

Motorola Local Service Provider

Motorola's authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive maintenance tasks for site standards compliance and RF operability. Motorola's authorized service centers are assessed annually for technical and administrative competency.

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for City of Shawnee, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty and post-warranty services as outlined in this section.

5.1 WARRANTY SERVICES

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal. In addition to the Standard Commercial Warranty, the service products that comprise the Custom Warranty package mirror those delivered to OK WIN and are listed below along with a brief description.

5.1.1 Dispatch Service

Motorola's Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

5.1.2 On-Site Infrastructure Response

Motorola OnSite Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

5.1.3 Network Preventative Maintenance

Network Preventative Maintenance provides an operational test and alignment on your infrastructure or fixed network equipment to ensure that it meets original manufacturer's specifications. Trained technicians:

- Physically inspect equipment.
- Remove dust and foreign substances.
- Clean filters.
- Measure, record, align and adjust equipment to meet original manufacturer's specifications.

This service is performed based on a schedule agreed upon between you and Motorola. Network Preventative Maintenance proactively detects issues that may result in system malfunctions and operational interruptions.

5.1.4 Infrastructure Repair

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO 9001 and TL 9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

5.1.5 Infrastructure Repair with Advanced Replacement

Infrastructure Repair with our Advanced Replacement upgrade supplements your spares inventory with Motorola's centralized inventory of critical equipment. In advance of Motorola repairing the malfunctioning unit, a replacement unit is sent to you within 24 hours to ensure a spare unit is available. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replace it in our centralized inventory.

5.1.6 Technical Support Service

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.



5.1.7 Network Monitoring Service

Network Monitoring Service can help keep your network at optimum availability so it is ready to serve mission critical communications needs. By watching over the network continuously, Network Monitoring Service takes action whenever needed, and resolves network problems. We often intervene and correct the problem before you even know a problem exists. Network Monitoring Service provides improved productivity and enhanced network performance, which in turn helps to increase your technology Return-On-Investment.

Using a combination of network monitoring software, automated alerts, and remote diagnostics inquiries, our System Support technologists actively monitor your network to maximize network uptime and overall preparedness...for the expected and unexpected. Upon receiving an alert, our team immediately performs a series of diagnostics to assess the problem. Often the situation can be resolved remotely, but when additional attention is required, local field technicians are dispatched immediately to your site to achieve restoration.

Motorola's Network Monitoring service is a vital component of an intelligent communication support plan that keeps your business operating smoothly, your costs down, and assures maximum preparedness at all times.

Specifically, Network Monitoring Service provides:

- Improved network availability.
- Remote and timely resolution to minimize downtime.
- Cost efficiencies.
- Optimize time at site due to assessment and knowledge transfer before dispatch.
- Minimize unnecessary trips to site.
- Mitigate need for 24x7 operations monitoring center.
- Detailed Reports.

5.1.8 Security Monitoring Service

Security elements such as anti-virus, firewalls, and Intrusion Detection Systems (IDS) are a good first step, but they are not enough to secure your network. Radio network operators must take additional steps to reduce vulnerabilities to potential attack and protect critical radio network infrastructure. Motorola's ASTRO 25 Security Monitoring is a complete solution that reduces the risk of network availability being impacted by a security threat. Specialized security analysts provide uninterrupted monitoring of the radio network security elements utilizing advanced correlation and visualization tools to detect, characterize, and respond to events that are specifically applicable to government and public safety radio networks. Our security analysts have direct and immediate access to Motorola engineers for rapid resolution. This level of service ensures the operational impact that security events may cause to your network are minimized or eliminated.

5.1.9 Security Update Service (SUS)

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to your radio network, disrupting mission-critical communications and putting your first responders and citizens at risk. The Motorola Security Update Service (Table 5-1) assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with your ASTRO 25 network and do not interfere with network functionality. Our expert network security technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab and provide continuous monitoring of updates to provide you regular electronic updates upon completion of successful testing.

Table 5-1: Security Update Service

	SUS
Anti-virus Definition Update	✓
Minor Release (patch release)	✓
Information Assurance Remediation	
Major Release (system release)	
Hardware Refresh	
Implementation Services	
Regional Partner Invoicing	available

- Anti-virus definitions and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer.
- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available.
- Recommendations for IA remediation may include, but is not limited to the following: provide security software updates; provide operating system security updates or patches; implement configuration changes; upgrade to a later ASTRO 25 System Release (upgrade expense not included), or recommending a compensating control.
- Regional partner invoicing provides ability to separate invoicing across multiple agencies.

5.1.10 Repair Service Advantage (RSA)

Repair Service Advantage (RSA) gives you the support you need to help you keep your subscriber radios operating in peak condition. When repair is required, the Motorola Depot tests, repairs, and returns the radio to original factory specifications. Firmware is also upgraded to the latest version. RSA adheres to a proven process of analysis and restoration, backed by a 90-day warranty. Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

5.2 POST WARRANTY SERVICES

As Motorola’s continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in “System Support Services” packages or as individual service offerings. These system support services significantly benefit City of Shawnee because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

A quote for post-warranty support services has not been included with this proposal but can be provided upon request.

5.3 SUMMARY

Whether it’s a routine service call, or a disaster situation, Motorola understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola’s goal is to provide City of Shawnee with the qualified resources, to maintain and improve system operation and availability, and to deliver world class service support.

Warranty and Post-Warranty Service Overview	Warranty Year	Post-Warranty Year
Dispatch Service	✓	
On Site Infrastructure Response	✓	
Network Preventative Maintenance	✓	
Infrastructure Repair	✓	
Infrastructure Repair with Advanced Replacement	✓	
Technical Support Service	✓	
Network Monitoring Service	✓	
Security Monitoring Service	✓	
Security Update Service (SUS)	✓	
Repair Service Advantage (RSA)	✓	



PRICING SUMMARY

Shawnee P25 and MCC7500 Upgrade	Equipment Total
MCC7500 Dispatch Console Positions, Qty 5 at New Primary Dispatch Location	\$ 282,948.00
South ASR Site (10 Channel)	\$ 292,198.00
New North ASR Site (10 Channel)	\$ 296,450.00
Console Spares	\$ 14,031.00
Licenses	\$ 36,334.00
Project Equipment Total	\$ 921,961.00
Project Services	Services Total
South Site Implementation Services	\$ 141,852.00
North Site Implementation Services	\$ 146,114.00
MCC7500 Services	\$ 131,952.00
Integration Services Total	\$ 419,918.00
City of Shawnee System Upgrade	\$ 1,341,879.00
QUANTAR Trade In Promotion (\$5,000 x 7)	\$ (35,000.00)
Gold Elite Trade In Promotion (\$4,500 x 3)	\$ (13,500.00)
Upgrade Project Total with Trade In	\$ 1,293,379.00
Option 1: Add Alias, Equipment Racks and Replacement Consolettes	
MKM7000 Alias Manager	\$ 5,333.00
Additional Equipment Racks	\$ 4,460.00
APX 7000 Consolettes	\$ 51,396.00
	\$ 61,189.00
Option 2: Add Monopole Refurbish	
Monopole Re-work and Replacement of TX Lines	\$ 77,475.00
TOTAL PROJECT EXPENSE WITH OPTIONS INCLUDED	\$ 1,432,043.00
Add Public Safety Subscribers and Accessories	
140 APX 6000 Mobiles and Portables (Includes accessories and Services)	\$ 534,519.00
SMARTX Promo	\$ (70,000.00)



Shawnee P25 and MCC7500 Upgrade	Equipment Total
Total Subscriber Pricing	\$ 464,519.00
Add Conventional Portables	
20 VHF APX 4000 Portables and Chargers (Includes Programming and services)	\$ 29,945.00
Total Conventional Portables	\$ 29,945.00
Add VHF and UHF Repeater	
VHF Mid Split Repeater and UHF Repeater (Includes programming and services)	\$ 30,304.00
Total Repeater Pricing	\$ 30,304.00
Add Two MCC7500 Dispatch Consoles	
Total additional Console Pricing (Includes Implementation services)	\$ 108,935.00
Total Additional MCC7500 Pricing	\$ 108,935.00
Additional Add-On Equipment Total	\$ 633,703.00
Original Project Total	\$ 1,432,043.00
Total Project Expense with Add-Ons	\$ 2,065,746.00

TERMS AND CONDITIONS

The Terms and Conditions are included on the following pages.



Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and The City of Shawnee, Oklahoma ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. The system terms and conditions set forth in this Communications System Agreement supplement the Motorola Solutions, Inc. ("Motorola") - Western States Contracting Alliance Contract No. 02702 (the "WSCA Contract"). The addition of these system terms and conditions are in accordance with the WSCA Contract. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated 7.10.13
C-2	"Equipment List" dated 7.10.13
C-3	"Statement of Work" dated 7.10.13
C-4	"Acceptance Test Plan" or "ATP" dated 7.10.13
C-5	"Performance Schedule" dated 7.10.13
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.

2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

2.8. "Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price

2.9. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.10. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.11. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.12. "Non-Motorola Software" means Software that another party owns.

2.13. "Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.

2.14. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.15. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.16. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.17. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

2.18. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

2.19. "System Acceptance" means the Acceptance Tests have been successfully completed.

2.20. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option

by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$2,065,746 The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.2. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in the Equipment Lease-Purchase Agreement, title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.3. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: [16 W 9th St Rm 111 Shawnee, OK 74801](#)

5.4. The address which is the ultimate destination where the Equipment will be delivered to Customer is: [16 W 9th St Rm 111 Shawnee, OK 74801](#)

5.5.

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

[16 W 9th St Rm 111 Shawnee, OK 74801](#)

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this

Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell

or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

16.3 **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Mr. Eddie Fuerst
1507 LBJ Suite 200, Farmers Branch, TX
Fax (972)-277-4666

City of Shawnee, Oklahoma
Attn: Mr. Don Lynch
16 W 9th St Room 111, Shawnee, OK 74801
fax: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Shawnee, Oklahoma ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation

solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an

independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit E
System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



July 10, 2013

Mr. Don Lynch
City of Shawnee
222 N. Broadway
Shawnee, OK 74802

Dear Mr. Lynch:

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #23434 are valid for contracts that are executed and returned to Motorola on or before **July 23, 2013**. After **7/23/13**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Credit Corporation
Attn: Bill Stancik / 9th Floor
1303 E. Algonquin Rd
Schaumburg, IL 60196

Should you have any questions, please contact me at 847-538-4531.

Thank You,

A handwritten signature in cursive script, appearing to read 'Bill Stancik'.

MOTOROLA CREDIT CORPORATION
Bill Stancik

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address CITY OF SHAWNEE

Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

Phone: _____
Fax: _____

7. Payment remit to address: **Motorola Credit Corp.**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23434

LESSEE:

CITY OF SHAWNEE
222 N. Broadway
Shawnee, OK 74802

LESSOR:

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL,

INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its

obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of July, 2013.

LESSEE:

CITY OF SHAWNEE

By: _____

Title: _____

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

Title: _____

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 23434 dated July____, 2013 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

Attorney for **CITY OF SHAWNEE**

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 23434
Lease Number:**

This Equipment Schedule dated as of July____, 2013 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and CITY OF SHAWNEE (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 23434 dated as of July____, 2013 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

**Initial Term: 84 Months Commencement Date: 8/1/2013
First Payment Due Date: 8/1/2014**

7 Annual Payments of \$320,827.62 as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:

City of Shawnee

LESSOR:

Motorola Solutions, Inc.

By: _____

By: _____

Title: _____

Title: _____

City of Shawnee P25 Upgrade Project

Shawnee P25 and MCC7500 Upgrade	
	MCC7500 Dispatch Console Positions, Qty 5 at New Primary Dispatch Location South ASR Site (10 Channel) New North ASR Site (10 Channel) Console Spares Licenses
	Project Equipment Total
Project Services	
	South Site Implementation Services North Site Implementation Services MCC7500 Services
	Integration Services Total
	City of Shawnee System Upgrade Quantar Trade In Promotion (\$5,000 x 7) Gold Elite Trade In Promotion (\$4,500 x 3)
	Upgrade Project Total with Trade In
Option 1:	Add Alias, Equipment Racks and Replacement
	MKM7000 Alias Manager Additional Equipment Racks APX 7000 Consolettes
Option 2:	Add Monopole Refurbish
	Monopole Re-work and Replacement of TX Lines
TOTAL PROJECT EXPENSE WITH OPTIONS INCLUDED	
	Add Public Safety Subscribers and Accessories
	140 APX 6000 Mobiles and Portables (Includes accessories and Services) SMARTX Promo
	Total Subscriber Pricing
	Add Conventional Portables
	20 VHF APX 4000 Portables and Chargers (Includes Programming and services)
	Total Conventional Portables
	Add VHF and UHF Repeater
	VHF Mid Split Repeater and UHF Repeater (Includes programming and services)
	Total Repeater Pricing
	Add Two MCC7500 Dispatch Consoles
	Total additional Console Pricing (Includes Implementation services)

City of Shawnee (Schedule B)

Compound Period Annual

Nominal Annual Rate 0 % (year one)

Nominal Annual Rate 2.88 % (remaining six years)

Event	Start Date	Amount	Number	Period	End Date
1 Loan	8/1/2013	\$2,065,746.00		1	
2 Payment	8/1/2014	\$320,827.62		7 Annual	8/1/2020

AMORTIZATION SCHEDULE - Normal Amortization

Loan 8/1/2013 \$2,065,746.00

Payment #	Due Date	Payment	Interest	Principal	Balance
1	8/1/2014	\$320,827.62	\$0.00	\$320,827.62	\$1,744,918.38
2	8/1/2015	\$320,827.62	\$50,253.65	\$270,573.97	\$1,474,344.41
3	8/1/2016	\$320,827.62	\$42,461.12	\$278,366.50	\$1,195,977.91
4	8/1/2017	\$320,827.62	\$34,444.16	\$286,383.46	\$909,594.45
5	8/1/2018	\$320,827.62	\$26,196.32	\$294,631.30	\$614,963.15
6	8/1/2019	\$320,827.62	\$17,710.94	\$303,116.68	\$311,846.47
7	8/1/2020	\$320,827.62	\$8,981.15	\$311,846.47	\$0.00

Grand Totals \$2,245,793.34 \$180,047.34 \$2,065,746.00

Last interest amount decreased by 0.03 due to rounding.

INITIAL INSURANCE REQUIREMENT: \$2,065,746.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

LESSEE:

LESSOR:

CITY OF SHAWNEE

Motorola Solutions, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Signature of Secretary/Clerk)
appointed and acting Secretary or Clerk of the **CITY OF SHAWNEE** , an entity duly organized and existing
under the laws of the **State of Oklahoma** that I have custody of the records of such entity, and that, as of the
date hereof, the individuals named below are the duly elected or appointed officers of such entity holding
offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their
respective names and titles are their true and authentic signatures and (ii) such officers have the authority on
behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **23434** dated
July____, 2013 , and Schedule A number **23434** dated July____, 2013, between **CITY OF SHAWNEE** and
Motorola Solutions, Inc. .

Name

Title

Signature

(Individual who signed Lease documents should be listed here and sign where applicable)

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **CITY OF SHAWNEE** ,
hereto this _____ day of July, 2013.

By:

(Signature of Secretary/Clerk)

SEAL

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 23434 dated July____, 2013 to that certain Equipment Lease Purchase Agreement number 23434 dated July____, 2013 will be maintained by the **CITY OF SHAWNEE** as stated in the Equipment Lease Purchase Agreement.

This insurance shall name **MOTOROLA SOLUTIONS, INC.** or its assignee as additional insured and loss payee for the term of the Schedule A number 23434 dated July____, 2013.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of insurance provider

In accordance with the Equipment Lease Purchase Agreement Number 23434 , **CITY OF SHAWNEE** , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Lessee:

CITY OF SHAWNEE

By: _____

Its: _____

Date: July____, 2013

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **CITY OF SHAWNEE**?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Lessee: **CITY OF SHAWNEE**

By: _____

Its: _____

Date: July____, 2013

LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease Agreement) held on **July____, 2013** the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease Schedule dated as of **July____, 2013**, between **CITY OF SHAWNEE** (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease Agreement, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Lease Agreement on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease Agreement.

Authorized Individual(s): _____
Printed or typed name(s) and title(s) of Individual(s) authorized to execute the Lease Agreement.

3. **Adoption of Resolution.** The signatures below from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Signature: _____ **Attested By:** _____

Name and Title : _____ **Name and Title:** _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Shawnee		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 222 N. Broadway	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Shawnee OK 74802		7 Date of issue 8/1/2013
8 Name of Issue Equipment Lease-Purchase Agreement Schedule A 23434		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14 2,037,059.87
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ►		18
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
If obligations are BANs, check only box 19b	<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	8/1/2020	\$ 2,037,059.87	\$ 2,037,059.87	7 years	2.50 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest				22
23	Issue price of entire issue (enter amount from line 21, column (b))				23 2,037,059.87
24	Proceeds used for bond issuance costs (including underwriters' discount)				24
25	Proceeds used for credit enhancement				25
26	Proceeds allocated to reasonably required reserve or replacement fund				26
27	Proceeds used to currently refund prior issues				27
28	Proceeds used to advance refund prior issues				28
29	Total (add lines 24 through 28)				29
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	► _____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	► _____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	► _____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) 35
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) 36a
- b Enter the final maturity date of the GIC ▶ _____
- c Enter the name of the GIC provider ▶ _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units 37
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b Enter the date of the master pool obligation ▶ _____
 - c Enter the EIN of the issuer of the master pool obligation ▶ _____
 - d Enter the name of the issuer of the master pool obligation ▶ _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a If the issuer has identified a hedge, check here and enter the following information:
 - b Name of hedge provider ▶ _____
 - c Type of hedge ▶ _____
 - d Term of hedge ▶ _____
- 42 If the issuer has superintegrated the hedge, check box ▶
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
 - b Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____	Date	▶ _____	
	Signature of issuer's authorized representative		Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: July____, 2013

Lease Schedule A Date: July____, 2013

Equipment Lease Purchase Agreement No.: 23434 Lease Schedule A No. : 23434

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23434 dated July____, 2013. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF SHAWNEE

By: _____

Date: _____

RESOLUTION NO. _____

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

WHEREAS, the City of Shawnee, Oklahoma, is in need of replacement and upgrade of radio equipment , and,

WHEREAS, the City has not budgeted or appropriated the cash with which to purchase said property outright, and,

WHEREAS, the City has an opportunity to lease the equipment, and purchase it, according to the terms of a certain Lease Purchase Agreement with Motorola Credit Corporation, and

WHEREAS, the City has budgeted and appropriated funds for said Lease Purchase Agreement for the current fiscal year.

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

That the City of Shawnee, Oklahoma, lease said replacement equipment and upgrade of radio equipment from Motorola Credit Corporation according to the terms of the certain Lease Purchase Agreement executed concurrently herewith.

BE IT FURTHER RESOLVED that the Board of Commissioners find, determine and declare that the Shawnee City Manager be and is hereby authorized and directed to execute said agreement for the City of Shawnee, Oklahoma.

PASSED AND APPROVED this 15th day of July, 2013

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

Approved as to form and legality on this ____ day of _____, 2013 by Mary Ann Karns, City Attorney.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

10.

Meeting Date: 07/15/2013

Sales Tax

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received July 2013.

Attachments

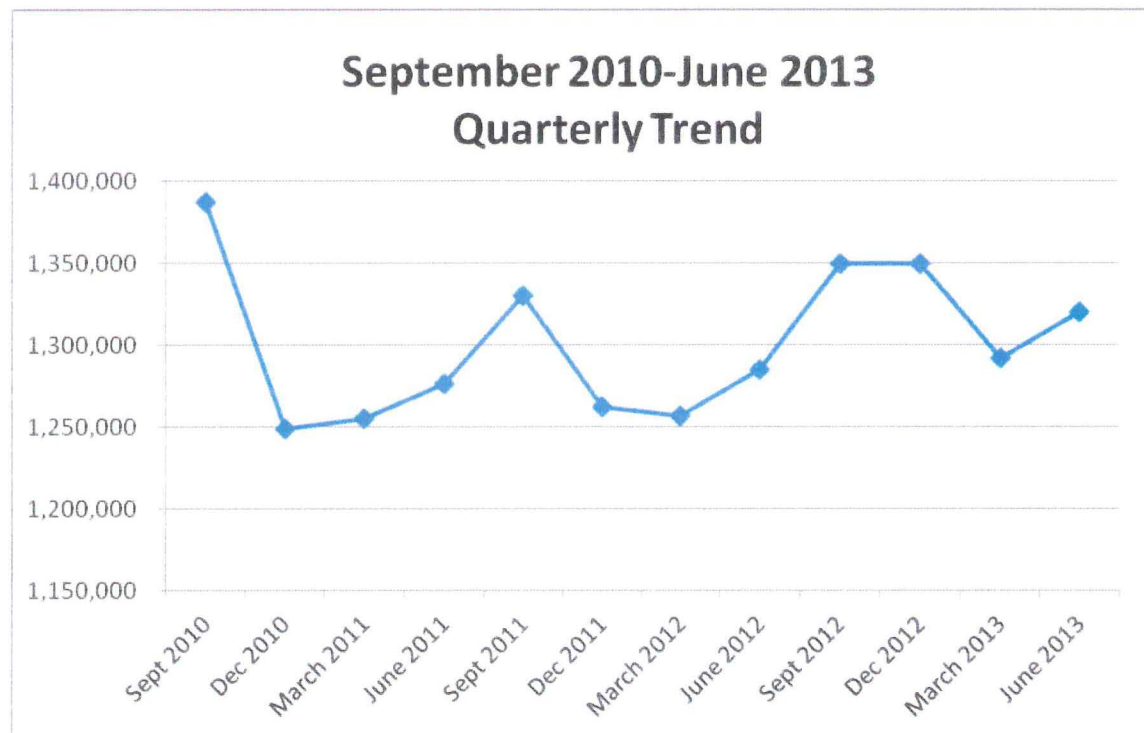
Sales Tax

City of Shawnee Memorandum

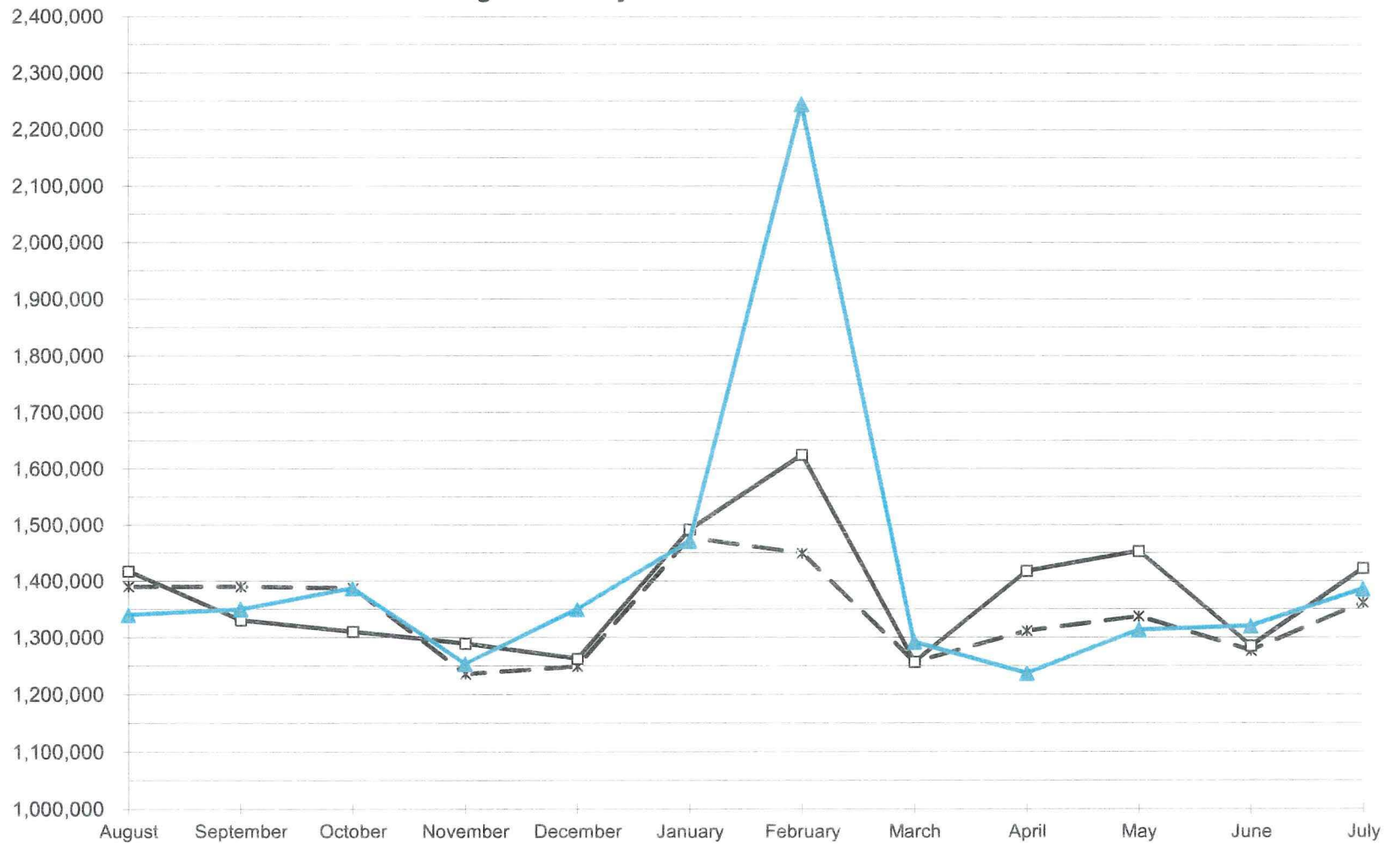


To: Mayor and City Commissioners
CC: Brian McDougal, City Manager
From: Cynthia R Sementelli, Finance Director
Date: July 11, 2013
Re: City Sales Tax Report

July Sales Tax receipts were down \$37,309 this month or 2.62% compared to last year actual for the same time frame. July Sales tax amount received plus interest was \$1,385,055



**CITY OF SHAWNEE
SALES TAX COLLECTIONS
August 12- July 13**



—*— August 2010 through July 2011

—□— August 2011 through July 2012

—▲— August 2012 through July 2013

	August 2010	August 2011	August 2012	Increase (Decrease)	
	through	through	through	Over Prior Year	
Month	July 2011	July 2012	July 2013	Amount	Percentage
August	1,390,086	1,417,308	1,339,539	(77,769)	(5.49%)
September	1,389,702	1,330,420	1,349,282	18,862	1.42%
October	1,386,987	1,309,924	1,386,657	76,733	5.86%
November	1,235,390	1,289,143	1,253,140	(36,003)	(2.79%)
December	1,248,649	1,262,401	1,349,459	87,058	6.90%
January	1,476,824	1,491,647	1,470,565	(21,082)	(1.41%)
February	1,448,966	1,624,568	2,245,070	620,503	38.19%
March	1,256,430	1,256,806	1,291,532	34,726	2.76%
April	1,311,387	1,417,533	1,236,564	(180,969)	(12.77%)
May	1,337,029	1,452,759	1,312,710	(140,049)	(9.64%)
June	1,276,542	1,284,872	1,319,813	34,941	2.72%
July	1,361,273	1,422,363	1,385,055	(37,309)	(2.62%)
Total	14,757,989	15,137,382	15,554,331	416,948	2.75%
		Prior Year	Current Year	Increase (Decrease)	
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		1,422,363	1,385,055	(\$37,309)	(2.62%)
Fiscal Year to Date Budget based					
		Current Year	Current Year	Budget Variance	
Period		Budget	Actual	Favorable (Unfavorable)	
Fiscal Year to Date		1,422,363	1,385,055	(\$37,309)	(2.62%)

Regular Board of Commissioners

11.

Meeting Date: 07/15/2013

City Manager Report

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

City Manager Report

Regular Board of Commissioners

12. a.

Meeting Date: 07/15/2013

Open Bids Shawnee Municipal Auditorium Renovation

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Notice to Bidders Municipal Auditorium

Bidders List Municipal Auditorium

NOTICE TO BIDDERS

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

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

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

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

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

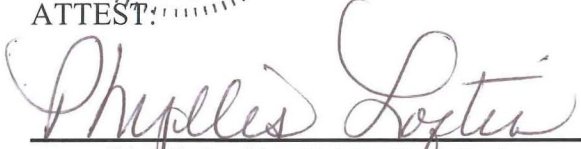
The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out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

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

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



ATTEST:



Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation



Brian E. McDougal, City Manager

Bidders List

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

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

bids@bidocean.com

bids3@prime-vendor.com

eplan@eplanbidding.com

sheckler@ISQFT.com

project@bidnews.com

lcowen@sbcglobal.net

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

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

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

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