

AGENDA
BOARD OF CITY COMMISSIONERS
August 17, 2015 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Minutes from the August 3, 2015 regular meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for July 2015
 - Project Payment Report for July 2015
 - Shawnee Civic and Cultural Development Authority Minutes from April 16, 2015
 - Planning Commission Minutes from June 3, 2015
 - c. Approve contract with Shawnee Urban Renewal Authority (SURA) for rent of property at 227 North Broadway for FY2015-2016.
 - d. Authorize staff to approve amendment to tower site lease with T-Mobile.
 - e. Authorize staff to advertise for bids for the Main Street Streetscape project.
2. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
3. Discuss and consider setting one or more special call meetings with regard to:
 - a. Park Master Plan; and
 - b. Workshop to discuss to city projects, goals, long term needs, and funding options.
4. Consideration of approval of a Preliminary Plat for Shawnee Auto Mall located on Shawnee Mall Drive, east of Union Street. Case #S09-15 Applicant: Huitt-Zollars, Inc.
5. Discussion, consideration and possible action to approve Collective Bargaining Agreement with IUPA (police).

6. Acknowledge Sales Tax Report received August 2015.
7. City Manager Update
8. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
9. Commissioners Comments
10. Consider an Executive Session to discuss the evaluation and consideration of contract of the City Attorney pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."
11. Consider an Executive Session for discussion and possible action on litigation pending against the City of Shawnee by Rhonda Dennie Godwin (Case number WCC#: 2005-13305L) as authorized by 25 O. S. §307(B)(4) on the recommendation of counsel that public discussion would impair the ability of the City Attorney to adequately defend the City.
12. Consider matters discussed in Executive Session regarding discussion of evaluation and consideration of contract of the City Attorney pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."
13. Consideration and possible action on matters discussed in Executive Session regarding litigation pending against the City of Shawnee by Rhonda Dennie Godwin (Case No. WCC#: 2005-13305L) as authorized by 25 O. S. §307(B)(4) on the recommendation of counsel that public discussion would impair the ability of the City Attorney to adequately defend the City.
14. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

1. a.

Meeting Date: 08/17/2015

CC Minutes 8/3/15

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the August 3, 2015 regular meeting.

Attachments

CC Minutes 8/3/15

BOARD OF CITY COMMISSIONERS PROCEEDINGS
AUGUST 3, 2015 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, August 3, 2015 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord

Mayor

Vacant

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

Absent

Commissioner Ward 5

Absent

Commissioner Ward 6

ABSENT: Micheal Dykstra, Lesa Shaw

INVOCATION

The Lord's Prayer

FLAG SALUTE

Led by Mayor Mainord

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

1. Consider approval of Consent Agenda:
 - a. Minutes from the July 20, 2015 regular meeting.
 - b. Budget Amendment – General Fund
To amend the budget for the Airport Trail Lighting OG&E Project

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve Consent Agenda Item No. 1(a-b). Motion carried 4-0.

AYE: Harrod, Hall, Agee, Mainord

NAY: None

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

Mr. Casey Bell thanked Commissioners for adding the item regarding the Sac & Fox Housing Addition to the Agenda. Mr. Bell stated BancFirst is a strategic business partner on the housing project.

AGENDA ITEM NO. 3: Presentation by City Manager to Employees of the Month, Stacey Terrell and Haley Wright, Dispatch.

Stacey Terrell and Haley Wright were present to accept the Employees of the Month Certificate presented by City Manager Justin Erickson.

AGENDA ITEM NO. 4: Presentation of net gun donated by Animal Rescue Center (ARC).

Mr. Chris Thomas, Police Support Services, spoke about the sharp decrease in animal euthanasia at the city's animal shelter. Mr. Thomas credited ARC, Savings Pets at Risk (SPAR) and other animal rescue groups working with the city for the decrease. Mr. Thomas further described the benefits of having a net gun to capture small animals rather than having to use a dart gun.

Mr. Paul Hines of ARC then presented the net gun to Animal Control Officer Freddie Couch. Mr. Hines stated that if this net gun proves to be successful, ARC will be buying two more so that each Animal Control truck will be equipped with one.

AGENDA ITEM NO. 5: Motion to reconsider an ordinance to close to the public Kimberly Street located in Block 1 and Block 2 of the Sac & Fox Addition, being a re-plat of Lot 16, Remington Beard Addition (SE ¼ Section 17, T10N, R4E, 1M). Applicant: Housing Authority of the Sac & Fox Nation.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve an ordinance to close to the public Kimberly Street located in Block 1 and Block 2 of the Sac & Fox Addition, being a re-plat of Lot 16,

Remington Beard Addition (SE ¼ Section 17, T10N, R4E, 1M). Applicant: Housing Authority of the Sac & Fox Nation. Motion carried 4-0.

AYE: Harrod, Agee, Mainord, Hall

NAY: None

AGENDA ITEM NO. 6:

Discussion, consideration and possible action on an ordinance to close to the public Kimberly Street located in Block 1 and Block 2 of the Sac & Fox Addition, being a re-plat of Lot 16, Remington Beard Addition (SE ¼ Section 17, T10N, R4E, 1M). Applicant: Housing Authority of the Sac & Fox Nation.

Ms. Amanda Proctor, General Counselor of Sac & Fox Housing Authority, spoke to the Commission thanking them for putting this ordinance back on the agenda for reconsideration. Ms. Proctor stated she is unaware of the Bryan Street/I-40 project referenced at the last meeting, however, she would forward the information to the proper parties.

Vice Mayor Harrod restated that his reason for voting against this ordinance at the July 20th meeting was an attempt to get Chief Thurman to come to the table regarding the Bryan Street/I-40 interchange. He explained he is not opposed to the proposed housing project and that Sac & Fox have been good neighbors.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve an ordinance to close to the public Kimberly Street located in Block 1 and Block 2 of the Sac & Fox Addition, being a re-plat of Lot 16, Remington Beard Addition (SE ¼ Section 17, T10N, R4E, 1M). Applicant: Housing Authority of the Sac & Fox Nation.

Ordinance No. 2571NS was introduced.

AN ORDINANCE CLOSING TO PUBLIC USE A PORTION OF KIMBERLY STREET IN THE CITY OF SHAWNEE, OKLAHOMA; SPECIFICALLY DESCRIBING SAID STREET; RESERVING THE RIGHT TO REOPEN SAID STREET; AND DECLARING AN EMERGENCY.

Motion carried 4-0.

AYE: Hall, Harrod, Mainord, Agee

NAY: None

Ordinance No. 2571NS was adopted by the City Commission.

AGENDA ITEM NO. 7: 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. 8: Administrative Reports

a. Streetscape Update – John Krywicki, City Engineer

Mr. Krywicki reported that the Oklahoma Department of Transportation (ODOT) has approved the Main Street Streetscape project from Beard to Oklahoma for bid. Mr. Krywicki provided some tentative dates for project bidding and bid opening. He stated he anticipates that work could begin on the project before Thanksgiving, however with the holiday shopping and Christmas parade he would most likely recommend waiting until after the first of the year. Phase One of the project will be from Beard to Bell and is projected to take 120 days to complete. Phase Two will be from Bell to Oklahoma and a projected 180 days to complete.

AGENDA ITEM NO. 9: Commissioners Comments

Commissioner Hall reported that school is starting soon and asked everyone to be aware of children.

Commissioner Hall also stated that the portion of Kickapoo Street that is open is very nice.

Vice Mayor Harrod stated that he had not meant to create problems for BancFirst regarding the Sac & Fox Housing Addition.

Vice Mayor Harrod asked City Manager, Justin Erickson about the status on Fire Station No. 2. Mr. Erickson responded that mold remediation has begun.

Vice Mayor Harrod made reference to a letter from Kevin Washburn of the Department of Interior Bureau of Indian Affairs which was recently published in a local paper. Commissioner Harrod took issue with the Helping Expedite and Advance Responsible Tribal Homeownership (HEARTH) Act which was

referenced in the letter. He stated that the Act was a House Bill resolution introduced in 2010 but was never approved or passed.

Commissioner Agee reported on Historic Shawnee Alliance, a new 501C(3) organization she is involved with. They will be working with the City on the Streetscape project as well as other downtown projects.

Mayor Mainord stated that a public meeting is going to be held tomorrow regarding the Parks Study. He encouraged everyone to attend the meeting.

Mayor Mainord reported that the Pottawatomie County Historical Society has received \$500,000.00 in matching grant funds; he encouraged citizens to donate to help with the construction and renovation project.

Mayor Mainord asked about pool schedule once school starts for Shawnee Splash. Mr. Erickson said those will soon be published. The Mayor also mentioned he drove by Boy Scout Park and the new Splash Pad seems to still have a lot of attendance.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (7:05 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (7:07 P.M.)

AGENDA ITEM NO. 10:

Consider an Executive Session to discuss potential claims, litigation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).

A motion was made by Commissioner Harrod, seconded by Commissioner Agee, to enter into Executive Session to discuss potential claims, litigation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4). Motion carried 4-0.

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

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 7:08 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 8:40 P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 11: Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).

A motion was made by Commissioner Hall, seconded by Commissioner Agee, to enter into mediation with Citizen Potawatomi Nation and other parties relating to on-going litigations. Motion carried 4-0.

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

AGENDA ITEM NO. 12: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:41 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

1. b.

Meeting Date: 08/17/2015

Reports and Minutes

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for July 2015
 - Project Payment Report for July 2015
 - Shawnee Civic and Cultural Development Authority Minutes from April 16, 2015
 - Planning Commission Minutes from June 3, 2015
-

Attachments

[License Pymt 7/15](#)

[Project Pymt 7/15](#)

[Expo Minutes 4/16/15](#)

[Planning Minutes 6/3/15](#)

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION	FEE	PAYMENT DISTRIBUTION			TOTAL PAI
			PENALTY	TAX	INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	6	150.00CR			150.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	17	255.00CR			255.00
AUCD	AUCTION LICENSE FEE ONE DAY	1	10.00CR			10.00
BEER1	BEER CONSUMPTION ON PREMISE	20	400.00CR			400.00
BEER2	BEER PACKAGE FEE	33	330.00CR			330.00
BEERWINER	BEER AND WINE RENEWAL	1	450.00CR			450.00
BOATREG	BOAT REGULAR PERMIT	53	1,378.00CR			1,378.00
DEMOL	DEMOLITION LICENSE FEE	1	75.00CR			75.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	1	100.00CR			100.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	9	675.00CR			675.00
FISHANNUAL	FISHING ANNUAL FEE	22	330.00CR			330.00
FISHDAILY	FISHING DAILY FEE	1	3.00CR			3.00
IMERC	ITINERANT MERCHANT FEE	3	150.00CR			150.00
LAKEINSP	LAKE LEASE INSPECTION	1	75.00CR			75.00
LAKELEASE	LAKE LEASE	19	10,886.36CR			10,886.36
LAKESCHOO	LAKE SCHOOL SPECIAL LEASE	1	200.00CR			200.00
MECH1	MECHANICAL CONTRACTOR INTIAL	1	100.00CR			100.00
MECH2	MECHANICAL CONTRACTOR RENEW	11	825.00CR			825.00
MIXER	MIXED BEVERAGE RENEWAL	2	1,800.00CR			1,800.00
PLUM1	PLUMBING CONTRACTOR INITIAL	1	100.00CR			100.00
PLUM2	PLUMBING CONTRACTOR RENEW	6	450.00CR			450.00
REFUND	REFUND	1	367.64CR			367.64
RESAL	RESIDENTIAL SALE	161	1,610.00CR			1,610.00
SNOWC	SNOW CONE STAND LICENSE FEE	2	50.00CR			50.00
SOLIC	SOLICITOR ANNUAL LICENSE	2	50.00CR			50.00
SOLID	SOLICITOR DAILY LICENSE	8	24.00CR			24.00
SOLIW	SOLICITOR WEEKLY LICENSE	1	15.00CR			15.00
TOTAL			20,859.00CR			20,859.00

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	351.40CR
001-4202	BUILDING PERMITS	11,458.65CR
001-4203	PLUMBING PERMITS	1,160.00CR
001-4204	ELECTRICAL PERMITS	180.00CR
001-4205	ZONING PERMITS & APPLICATIONS	560.00CR
001-4206	HEATING & A/C PERMITS	1,180.00CR
001-4249	OTHER PERMITS	505.00CR
001-4822	OTHER MISC. REVENUE	44.00CR
101-4249	OTHER PERMITS	25.00CR
501-4510	WATER TAPS	750.00CR
799-1023	BANCFIRST GENERAL	16,214.05

STATUS: ALL
 SEGMENT CODES: All
 FEE CODES: All

PROJECTS: THRU ZZZZZZZZZZ
 PAYMENT DATES: 7/01/2015 TO 7/31/
 SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	7,838.54CR
B3-REMODEL	BUILDING CONSTRUCTION REM	4,346.01CR
B4-CARPORT	BUILDING CARPORT	29.50CR
B4-SHELTER	BUILDING SHELTER	383.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	216.00CR
M2-ADD	MECHANICAL ADDITION	64.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,223.50CR
P3-REMODEL	PLUMBING REMODEL	798.00CR
P4-WELL	WELL PERMIT	200.00CR
P5-SEPTIC	SEPTIC PERMIT	20.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	25.00CR
X-DEMO	DEMOLITION PERMIT	100.00CR
X-MOVING	MOVING PERMIT	50.00CR
X-SIGN	SIGN PERMIT	125.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	34.50CR
Z-CONDUSE	CONDITIONAL USE PERMIT	280.00CR
Z-OCCUP	OCCUPANCY PERMIT	200.00CR
Z-REZONING	REZONING REQUEST	280.00CR
TOTAL		16,214.05CR

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
APRIL 16, 2015
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR SCHEDULED MEETING THURSDAY, APRIL 16, 2015 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 4/13/2015 AT 1:06PM.

AGENDA ITEM NO.1

CALL TO ORDER.

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

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. KARL KOZEL
MR. RANDY GILBERT
MRS. SUSAN HAVENS
MS. RACHEL MONROE
MR. JUSTIN ERICSON

TRUSTEES ABSENT: MR. TIM BARRICK
MR. CASEY BELL

ALSO IN ATTENDANCE: MICHAEL JACKSON, OPERATIONS MANAGER; MIKE MCCORMICK ; AND MIKE CLOVER OF STUART & CLOVER, AND SHELLY WELCH OF FINLEY & COOK.

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM.

AGENDA ITEM NO.4

APPROVAL OF MINUTES FROM MARCH SC&CDA MEETING.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE MONROE TO APPROVE THE MINUTES AS PRESENTED FOR THE MARCH 2015 MEETING. MOTION CARRIED.

AYE: GILBERT, HAVENS, MONROE, ERICSON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.6

APPROVAL OF THE MONTHLY FINANCIAL REPORT.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE HAVENS TO APPROVE THE MONTHLY FINANCIAL REPORT AS PRESENTED, AND TO SET UP A MEETING WITH THE CITY TREASURER ABOUT MONEY SHOWED TO BE OWED TO THE EXPO CENTER BY THE CITY OF SHAWNEE. MOTION CARRIED.

AYE: GILBERT, HAVENS, MONROE, ERICSON, KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO.7

APPROVAL OF GENERAL CLAIMS.

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

AYE: GILBERT, HAVENS, MONROE, ERICSON, KOZEL
NAY:

ABSTAIN:

General Claims

A.	City of Shawnee	\$506.37
B.	Constellation Energy	\$4,767.52
C.	OG&E	\$21,078.12
D.	METEL	\$1,423.16
E.	ONG	\$1,085.33
F.	ONG	\$1,461.61
G.	Personal Plumbing	\$1,067.15
H.	INS	\$665.00
I.	Bankers Credit Cards	\$321.99
J.	Vision Bank	\$454.04
K.	Winkler Door Co	\$628.00
L.	Bill Veazey's	\$962.50
M.	AT&T	\$323.56

Add On's

General:

A.	Cox Systems	\$115.00
B.	Arvest	\$502.69
C.	Arvest	\$625.11
D.	Stuart & Clover	\$650.00
E.	Vyve	\$171.55
F.	Cutting Edge Lawns	\$3,680.00
G.	John Deere Financial	\$198.27
H.	City Of Shawnee — Surcharge	\$147.00
I.	Bankers Credit Card Services	\$134.94
J.	Days Diesel	\$190.00
K.	Chuck Jones	\$750.00
L.	Express Service Inc	\$685.44
M.	Shawnee Office Systems	\$63.43

N.	Sparks Heat & Air	\$252.50
O.	Thyssenkrupp	\$932.29
P.	Locke Supply	\$34.80
Q.	Pott Co Jr Livestock Show	\$500.00
R.	Communication Services	\$72.00
S.	NAPA	\$354.67
T.	Finley & Cook	\$340.40
U.	Fuelman	\$604.43
V.	Fresh Filtered Air Inc	\$650.00
W.	Cintas	\$426.50
X.	CH&W Tire	\$230.00
Y.	Staples	\$106.55
Z.	Ask About Windows	\$242.00
AA.	City Grease Trap Service	\$200.00

AGENDA ITEM NO.8

APPROVAL OF SPECIAL EVENT CLAIMS

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

AYE: GILBERT, HAVENS, MONROE, ERICSON, KOZEL

NAY:

ABSTAIN:

Special Claims

A.	Mike McCormick	\$300.00
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Add On's Cont.

Special:

A.	Heritage Embroidery	\$540.00
B.	Integrated Network Services	\$1,500.00
C.	Wyndham Garden	\$1,621.60
D.	Wour Competitor News	\$1,440.00
E.	Vann & Associates	\$2,050.00
F.	Western Sports Publishing	\$1,313.00

G. Twister Saddles

\$8,125.00

AGENDA ITEM NO.9

APPROVAL OF SHAVINGS CLAIMS

NONE

AGENDA ITEM NO. 10

DISCUSSION CONSIDERATION AND POSSIBLE ACTION ON ACCEPTING A BID TO POUR A CONCRETE SLAB BY NEW WASH RACK AREA.

THE MOTION MADE BY TRUSTEE MONROE, SECONDED BY TRUSTEE KOZEL THAT THE MOTION FOR A CONCRETE SLAB BE POURED IN THE AREA OF THE NEW WASH RACKS TO INCLUDE A CUT OUT. MOTION CARRIED.

AYE: GILBERT, HAVENS, MONROE, ERICSON, KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO. 11

IFYR UPDATE

RODEO IS ROLLING FORWARD AS PLANNED, STOCK, PERSONNEL, TRADESHOW, ONLINE ENTRIES ETC.

AGENDA ITEM NO. 12-16

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

NONE

AGENDA ITEM NO.17

ADJOURNMENT

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

AYE: GILBERT, HAVENS, MONROE, ERICSON, KOZEL
NAY:
ABSTAIN:

CHAIRMAN: MR. RANDY GILBERT

INTERIM SECRETARY: MR. JUSTIN ERICSON

PLANNING COMMISSION MINUTES

DATE: JUNE 3RD, 2015

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 3rd, 2015 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1:

Roll Call

Upon roll call the following members were present:

Present: Bergsten, Kerbs, Silvia, Salter, Cowen, Kienzle

Absent: Clinard

The meeting was called to order.

AGENDA ITEM NO. 2:

Consideration of Approval of the minutes from the May 6th, 2015 Planning Commission Meeting

Chairman Silvia asked if the Board had time to review the minutes and if so would entertain a motion if there were no questions or discussion. Commissioner Kienzle made a motion to approve, seconded by Vice-Chairman Salter.

Motion passed:

AYE: Kerbs, Silvia, Salter, Cowen, Kienzle

NAY:

ABSTAIN: Bergsten

AGENDA ITEM NO. 3:

Swearing in of Michael Affentranger to the Planning Commission

Michael Affentranger came forward to be sworn in and took his seat.

AGENDA ITEM NO. 4:

Appointment of Planning Commission Chairperson and Vice Chairperson

Commissioner Bergsten took a moment to thank the previous Chairman and Vice-Chairman for their work and also welcomed Commissioner Affentranger to the board. Commissioner Bergsten asked for nominations for the Chairperson and Commissioner Kerbs made a motion to nominate Commissioner Bergsten, seconded by Commissioner Cowen.

Motion carries:

AYE: Kerbs, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

Chairman Bergsten asked for a nomination for Vice-Chairperson. Commissioner Kerbs made a motion to nominate Commissioner Cowen, seconded by Commissioner Kienzle.

Motion carries:

AYE: Kerbs, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 5:

Case #P03-15 – A public hearing for consideration of approval of a Conditional Use Permit for the sale of alcohol regarding property located at 731 E. Independence Street, Shawnee, OK

Applicant: Lottie Coody

Chairman Bergsten asked for the staff report. Justin Erickson presented the staff report. Mr. Erickson mentioned that the item was deferred from previous meeting and the staff report was same as before. Mr. Erickson briefly went over staff recommending approval on the condition that the conditional use permit be limited for just the leased space. Mr. Erickson informed the Commission that there was an additional complaint letter turned in. Chairman Bergsten asked if there were any additional questions or comments for staff, there were none and Chairman Bergsten opened the public portion of the meeting and asked if anyone against the item would like to come forward. No one came forward and Chairman Bergsten asked if anyone in favor of the item would come forward. Lottie Coody came forward stating she is the applicant and would like to open a business in Shawnee to make extra income. Chairman Bergsten mentioned the concerns from the complaint letters regarding the karate school next door and traffic issues. Lottie Coody informed the Commission that it's like that with any business with that small of parking and thinks the traffic would be controlled and also mentioned she understood there to be a previous liquor store in the same shopping strip at one time. Commissioner Affentranger asked Lottie Coody if she looked at different locations and Ms. Coody stated she had and this was the best location. Chairman Bergsten asked if there were any more questions, there were none and he asked to entertain a motion and thanked Lottie Coody. Commissioner Kerbs stated he had questions for staff and asked if staff took into consideration the traffic and concerns listed in the letters. Justin Erickson stated staff recognizes this to be a controversial subject and that this application meets all state and local laws. Commissioner Kienzle stated that she believes the traffic to have increased since Zippdog has gone in. Chairman Bergsten relayed his concern with the increased traffic in connection to the karate studio next door and Commissioner Affentranger agreed with his concerns. Chairman Bergsten asked if there were any other concerns or comments. Commissioner Kienzle asked if the shopping center was owned or managed by a local agency and Justin Erickson informed her it was only managed by a local agency, owner lived out of state. Commissioner Kienzle mentioned the differences in having a local owner or manager present to understand the needs of the shopping center. Commissioner Affentranger referred to the complaint letter from Russell Frantz mentioning moving the proposed liquor store in on the east side and asked Lottie Coody if that was a possibility. Lottie Coody stated it was not. Percy Harrell came forward to speak in favor of the applicant and mentioned the process they went through to locate this particular space and stated that the karate studio had extra parking available. Mr. Harrell informed the Commission that the concern for parking was already there and he did not believe the store would increase it tremendously. Percy asked if they had any questions. Commissioner Kienzle thanked Percy Harrell for pointing out the parking information. Chairman Bergsten asked what the quantity of intoxicated citizens were that would come in to the store. Vice-Chairman Cowen stated that it was illegal to sell to intoxicated persons and mentioned that it does happen on occasion but typically they aren't intoxicated. Vice-Chairman Cowen asked Percy Harrell if he was familiar with the new state laws that were trying to be passed and Percy stated he did not. Vice-Chairman Cowen informed him that they were trying to allow wine and strong beer sales in grocery stores. Chairman Bergsten made an additional comment regarding the increased traffic coming in from the store and Percy Harrell thanked the Commission for their time. Chairman Bergsten asked if there were any additional questions or comments and Commissioner Kienzle stated that she would like to see the shopping center thrive. Commissioner Kerbs made a motion to deny, seconded by Commissioner Affentranger.

Motion denied:

AYE: Kerbs, Bergsten, Affentranger

NAY: Kienzle

ABSTAIN: Cowen

AGENDA ITEM NO. 6:

Case #P11-15 – A public hearing for consideration of approval of a Conditional Use Permit for the operation of an Animal Boarding/Kennel facility located at 7311 N. Harrison Street, Shawnee, OK

Applicant: Clifford & Stephanie Burnside

Chairman Bergsten asked for the staff report. Justin Erickson presented the staff report. Mr. Erickson informed the Commission that the applicant requested a conditional use permit to operate an animal boarding/kennel facility and the property was already zoned C-3 and is 2.5 acres in size with a number of buildings on said property. Justin Erickson stated there were no opposition comments turned in regarding the proposal and staff does recommend approval. Mr. Erickson mentioned there was room to expand on the property later on if applicant desired and informed Commissioners that the applicant submitted a narrative highlighting the different uses and expertise. Justin Erickson stated the negatives sometimes associated with this type of facility should not play a factor due to the size of the parcel of land and the area it is located in and went on to state he would be happy to answer any questions. Chairman Bergsten asked if the residential house on property would be an issue and if someone would be living there. Justin Erickson stated it was legally grandfathered with people living in it and is allowed to continue that use. Chairman Bergsten asked if anyone would like to speak against the proposal, no one came forward and Chairman Bergsten went on to ask if anyone in favor of the proposal would like to come forward. Stephanie Burnside came forward as applicant and explained her operations and Commissioner Kerbs asked if applicant was purchasing and Stephanie agreed. Commissioner Kerbs also asked about the sewer at the property and the clean-up. Stephanie stated there was city water and septic. Commissioner Kienzle asked what licensing and inspection the state requires and Stephanie explained to her there were none but sometimes the American Kennel Club would inspect but also mentioned that they aren't very good at it. Stephanie stated that she believed the city provided permits and inspections with a fee. Cara Chriswald came forward to speak in favor of the applicant expressing the need for this type of business. Cara also described a septic that could be put in for pets. Chairman Bergsten asked if there were any other comments or questions. Commissioner Kienzle made a motion to approve, seconded by Vice-Chairman Cowen.

Motion carries:

AYE: Kerbs, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 7:

Case #S07-15 – Consideration of approval of a Final Plat for North Harrison Industrial Park located on Harrison Street and Wolverine Road, Shawnee, OK

Applicant: The Landrun Group LLC

Chairman Bergsten asked for the staff report. Justin Erickson presented the staff report. Mr. Erickson informed the Commissioners that the preliminary plat and rezone were approved by the City Commission and stated that staff recommends approval of the final plat with the six conditions. Justin Erickson informed the Commissioners that the applicant was paying the fee in lieu of the sidewalk due to the proposed area. Justin Erickson asked if there were any questions and Chairman Bergsten asked if the chemical process involved would be an issue since he was unable to attend the last meeting. Justin Erickson explained the process is a closed system and less hazardous with the servicing of the chemicals by truck and not discharged into the sanitary systems and is also regulated by the EPA & DEQ. Vice-Chairman Cowen mentioned that Tim Burg

came forward at previous meeting and described the processes involved. Commissioner Affentranger asked if the sidewalk fee in lieu of was abnormal. Mr. Erickson stated it has been done once or twice before and explained ordinance procedures and amendments that were made. Chairman Bergsten asked if there were any more questions for staff, there were none and Chairman Bergsten opened public portion of meeting. Chairman Bergsten asked if anyone against the proposal would like to come forward, no one did and Chairman Bergsten asked if anyone in favor of proposal would like to come forward. Julie Landes came forward on behalf of the applicant and stated they were aware of the conditions and would attempt to answer any questions. There were none and Chairman Bergsten asked for any comments or a motion. Vice-Chairman Cowen made a motion to approve with conditions listed, seconded by Commissioner Kerbs.

Motion carries:

AYE: Kerbs, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 8:

Case #S08-15 – Consideration of approval of a Final Plat for Kickapoo Plaza located on Kickapoo Street, North of MacArthur, Shawnee, OK

Applicant: The Landrun Group LLC

Chairman Bergsten asked for the staff report. Justin Erickson presented the staff report. Mr. Erickson informed the Commissioners that the preliminary plat was approved by the City Commission and explained the proposal would create three lots to facilitate a variety of uses and staff does recommend approval subject to seven conditions. Mr. Erickson informed the Commissioners he would be happy to answer any questions. There were none and Chairman Bergsten opened public portion of meeting and asked if anyone against the proposal would like to come forward. No one came forward and Chairman Bergsten asked if anyone in favor of the proposal would like to come forward. Julie Landes came forward and stated the conditions were not an issue and stated applicant planned to construct a Pizza Hut. Julie Landes said there were some deed restrictions but did not know of anything coming in those lots yet. Commissioner Kerbs asked about the detention pond and if it would drain off behind. Julie landes informed him it would not and stated that naturally it drained to the west. Julie also mentioned that Lot 1 would stay that way and other two lots would have a storm sewer attached later on. Chairman Bergsten asked if there were any other questions, there were none and Chairman Bergsten entertained a motion. Commissioner Kerbs made a motion to approve with staff conditions, seconded by Commissioner Kienzle.

Motion carries w/ conditions:

AYE: Kerbs, Bergsten, Cowen, Kienzle, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 9:

Planning Director's Report

Justin Erickson presented report and informed the Commission that the Shawnee Marketplace was near build out with the Aldi scheduled to open late in the month. Mr. Erickson mentioned that Phase 2 would hopefully start in the next year or two and the Shawnee pool would open late next week or week after with delays due to weather. Justin Erickson also discussed Planning Director position is open due to his departure. Commissioner Kerbs asked if there was a time line on the position and Mr. Erickson informed him it was thirty to sixty days.

AGENDA ITEM NO. 10:

Commissioners Comments and/or New Business

Chairman Bergsten asked if there were any other comments. There were none.

AGENDA ITEM NO. 11:

Adjournment

Meeting was adjourned.



Chairman/Vice-Chairman

Cheyenne Lincoln

Planning Commission Secretary

Regular Board of Commissioners

1. c.

Meeting Date: 08/17/2015

SURA Lease

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve contract with Shawnee Urban Renewal Authority (SURA) for rent of property at 227 North Broadway for FY2015-2016.

Attachments

SURA Letter

SURA Lease

Mayor
WES MAINORD



The City of Shawnee
Office of the Finance Director

P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1610 Fax (405) 878-1571
www.ShawneeOK.org

Commissioners
VACANT
LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHAEL DYKSTRA

Date: August 6, 2015

To: Mayor and City Commissioners

From: Cynthia Sementelli, Finance Director/Treasurer

A handwritten signature in black ink, appearing to be "CS", is written over the name of the Finance Director/Treasurer.

RE: Lease to Shawnee Urban Renewal Authority (SURA/CDBG)

Nature of the Request:

To approve the rental agreement between the City of Shawnee and Shawnee Urban Renewal Authority (SURA/CDBG) for space at 227 N Broadway.

Staff Analysis, Considerations:

A few months ago the City purchased 227 N Broadway. SURA was currently housed at 23 E 9th Street and they were paying a \$977 monthly rental fee. Since the City has purchased 227 N Broadway we have moved SURA into this space and they will be paying \$1000 per month in rent to the City and the City will furnish all utilities and maintenance of the building. SURA is an entity of the City and this is just a formality since all funds expended by SURA/CDBG are federal funds. This is the necessary document that will be needed for audit purposed.

Recommendation

Staff is recommending approving the lease between the City and SURA/CDBG.

Budget Consideration:

Increase the General Fund budget by \$12,000 per year.

CITY OF SHAWNEE, OKLAHOMA
PROPERTY RENTAL LEASE AGREEMENT

This Lease Agreement entered into by and between the City of Shawnee, Oklahoma, a Municipal Corporation ("Lessor") and Shawnee Urban Renewal Authority (SURA/CDBG) ("Lessee").

WHEREAS, the Lessor is the owner of certain real property at 227 N. Broadway Ave., located within the City of Shawnee, Pottawatomie County, Oklahoma; and

WHEREAS, Lessee desires to lease the office space from Lessor the property located at 227 N. Broadway Ave.;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **RENTAL.** Lessee agrees to pay to Lessor as rental for said office space the sum of \$1,000.00 per month, on the first day of the month and shall be deemed late if not received by the tenth day of each month. Lessor agrees to cover all utilities, building maintenance and janitorial services.
2. **TERM:** Lessor leases to Lessee said office space for a term commencing on August 1, 2015, and terminating on the 30th day of June, 2016, and thereafter on 1 year terms of July 1 – June 30, until terminated by either party not later than 60 days prior to the anniversary date of the agreement, or in accordance with other provisions of the Lease Agreement.
3. **LIMITATION OF LIABILITIES.** Lessor will provide all liability insurance.
4. **COVENANTS OF LESSEE:** Lessee expressly covenants that:
 - (a) Lessee shall be liable for all damages which Lessee causes to the property, normal wear and use being excepted. Lessee shall not make any alterations, installations, attachments, or make any improvements to the property, except as authorized by the Lessor.
 - (b) Lessee shall not assign or sublet this Lease, or any Lessee's rights concerning this property or any part thereof, or any interest therein.
5. **INSPECTION:** Lessor shall perform inspection of said property at irregular intervals, and retain a right of entry, with or without notice, for that purpose.
6. **SURRENDER OF POSSESSION:** Upon the termination of this Lease Agreement for any reason, Lessee shall immediately surrender possession of the premises to the Lessor. In the event that Lessee fails and refuses to surrender possession, the Lessor shall have the right to commence a court action for the recovery of possession of the premises, for the recovery of all damages due, reasonable attorney's fees, and all court costs.

The Lessee hereby grants to the Lessor a lien on the Lessee's property. Said lien is for the purpose of securing payment for all rental damages, and other costs due the Lessor from the Lessee pursuant to the terms of this Lease Agreement.

7. **GUARANTY:** Any guaranty by third parties of the obligation of Lessee under this Lease represents a material part of the consideration of the Lessor for the execution of this Lease: It being agreed that the Lessor would not have entered into this Lease except for said guaranty.

8. This Agreement shall be binding upon the successors of the parties hereto.

IN WITNESS WHEREOF, the parties have affixed their signatures as follows:

Lessor: ____ day of _____, 2015.

LESSOR: THE CITY OF SHAWNEE, OKLAHOMA,
A municipal corporation

BY: _____
Justin Erickson, City Manager

ATTEST:

Phyllis Loftis, CMC, City Clerk

[Seal]

Lessee: ____ day of _____, 2015.

LESSEE: SHAWNEE URBAN RENEWAL AUTHORITY
SURA/CDBG

Bryan Logan, Program Manager

Approved as to form and legality this ____ day of _____, 2015: _____
Mary Ann Karns, City Attorney

Regular Board of Commissioners

1. d.

Meeting Date: 08/17/2015

T-Mobile Agreement

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to approve amendment to tower site lease with T-Mobile.

Attachments

T-Mobile Agreement

City of Shawnee Memorandum

To: Honorable Mayor and City Commissioners
Through: Justin Erickson, City Manager
From: Donald D. Lynch, Emergency Management Director
Date: August 12, 2015
Re: Amendment to Tower Lease with T-Mobile, LLC



NATURE OF THE REQUEST:

I am writing to request your approval for staff to sign an amendment to the Tower Lease Agreement between the City of Shawnee and T-Mobile, LLC.

STAFF ANALYSIS /CONSIDERATIONS:

The City of Shawnee executed a lease agreement with T-Mobile LLC on 6-1-2000. T-Mobile has an antenna array and coax cables attached to our free-standing tower located on the North side of City Hall along with an equipment cabinet on the ground inside the fenced area of the tower for use a cell phone repeater site.

With technology improvements, T-Mobile now desires to install a microwave dish on one face of the tower to connect this site with their cellular network for transmission of cellular and data message signals.

An engineering analysis of the proposed installation and results indicate that this installation would require modifications to our tower. A set of engineering modification designs and specifications has been prepared by T-Mobile and the construction would be accomplished by T-Mobile.

Attached to this Memorandum is a copy of the proposed lease amendment, the original agreement with T-Mobile, and the engineering design for your review.

RECOMMENDATIONS:

The Amendment has been approved as to form by City Attorney Mary Ann Karns.

Staff recommends approval of the request to authorize staff to sign the amendment.

BUDGET CONSIDERATION:

In consideration of this amendment, T-Mobile has agreed to increase their lease fee by \$200 per month increasing the monthly lease to \$900 per month (\$10, 800 per year).

Thank you for your favorable attention to this request.

FIRST AMENDMENT TO TOWER LEASE WITH OPTION

THIS FIRST AMENDMENT TO TOWER LEASE WITH OPTION (“Amendment”) is made and entered into by and between The City of Shawnee, Oklahoma, a Municipal Corporation (“Landlord”), and T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to VoiceStream PCS I, LLC (“Tenant”).

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant are parties to a Tower Lease with Option dated June 6, 2000 (the “Lease”) with respect to Premises located at 16 W. 9th Street, Shawnee, Oklahoma.

B. Landlord and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Effective as of August 15, 2015, Tenant will have the right to modify its Antenna Facilities as described and depicted on Exhibit C-1, which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted in Exhibit C-1 in all respects.
2. Effective as of August 15, 2015, the Rent shall by increase by two hundred dollars and 00/100 (\$200.00) per month. The parties agree that the increase was calculated as follows:

Equipment Type	Price Per Item	Size	Total Price
Microwave Dish with 1 supporting coax line and radio unit	\$100.00/ft.	2'	\$200.00
Total Increase			\$200.00

3. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

The City of Shawnee, Oklahoma

T-Mobile Central LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Hossein Sepehr
Title: Area Director, Network Eng. & Ops.
Date: _____

EXHIBIT C-1

Additional equipment of one (1) microwave dish, inclusive of 1 additional line of coax and radio unit to be mounted behind dish at the same height as initial equipment.



June 26, 2000

VIA CERTIFIED MAIL

The City of Shawnee
PO Box 1448
Shawnee, OK 74802-1448

Site Name: **Jo Ann**
Site Number: **OK 1368 A**
TOWER LEASE WITH OPTION

Dear Landlord,

Enclosed please find your executed original copy of the **Tower Lease With Option**. Also enclosed is the Option Check number 703911 in the amount of Five Hundred and No/100 Dollars (\$500.00)

If you have any questions, please do not hesitate to call either George Wyrick - Real Estate Supervisor (405) 270-5643 or myself (405) 270-5652.
Thank You.

Sincerely,

A handwritten signature in cursive script that reads "Jana Huggins".

Jana Huggins
Lease Administrator
OKC/Tulsa/Wichita
jana.huggins@voicestream.com

Enclosures

Invoice Number	Inv. Date	Description	Gross Amount	Discount	Amount Paid
OPTION 06/00	06/20/00	OK1368A SHAWNEE, OK	500.00	0.00	500.00

THIS CHECK CLEARS THROUGH POSITIVE PAY.



3650 131st Avenue SE #200
Bellevue, WA 98006
(425) 653-4700

NationsBank
NationsBank Customer Connection
NationsBank, N.A.
Atlanta, Dekalb County, Georgia

64-1278
611

No. 703911

CHECK NUMBER
703911

CHECK DATE
06/21/00

736005424R
THE SUM OF
****FIVE HUNDRED AND XX / 100 US DOLLAR****
PAY TO THE ORDER OF

\$500.00***

CITY OF SHAWNEE, OKLAHOMA
PO BOX 1448
SHAWNEE, OK. 74802-1448

VOID AFTER 6 MONTHS

BY:  MP

BY: _____ MP



TOWER LEASE WITH OPTION

THIS TOWER LEASE WITH OPTION ("Lease") is by and between The City of Shawnee, Oklahoma, a Municipal Corporation ("Landlord") and VoiceStream PCS I, LLC, a Delaware limited liability company ("Tenant").

1. Option to Lease

(a) In consideration of the payment of Five Hundred and No/100 Dollars (\$500.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), together with the right to use the tower located thereon ("Tower") on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of six (6) months, commencing on the Effective Date (as defined below) (the "Option Period").

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") (the "Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Tower and Property, together with easements for access and utilities, generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 16 W. 9th Street, Shawnee, OK 74802-1448, comprises approximately 240 square feet. Tenant's location on the Tower shall be at 160 feet above ground level.

2. Term. The initial term of the Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent, Five Hundred and No/100 Dollars (\$500.00) per month ("Rent"). Rent shall be payable in advance beginning on the Commencement Date prorated for the remainder of the month in which the Commencement Date falls and thereafter Rent will be payable monthly in advance by the fifth day of each month to City of Shawnee, Oklahoma at Landlord's address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for five (5) additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be increased by ten percent (10%) of the Rent paid over the preceding term. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the

Site Number: OK1368
Site Name: Jo Ann
Market: OKC

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operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines (collectively the "Antenna Facilities"). Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease or any Renewal (collectively, "Easement"). The Easement provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that thirty (30)-day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30)-day period;

(c) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(d) upon ninety (90) days written notice by Tenant if the Property, Tower or the Antenna Facilities are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

Site Number: OK1368
Site Name: Jo Ann
Market: OKC

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(e) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(f) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes directly attributable to, the Antenna Facilities. Landlord shall pay any real property taxes or other fees and assessments attributable to the Property. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease.

10. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 Dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

<u>If to Tenant, to:</u>	<u>With a copy to:</u>	<u>If to Landlord, to:</u>
VoiceStream PCS I, LLC 3650 – 131 st Avenue SE, Suite 100 Bellevue, WA 98006 Attn: PCS Leasing Administrator With a copy to: Attn: Legal Department	VoiceStream PCS I, LLC Attn: Lease Administrator 4533 Enterprise Drive Oklahoma City, OK 73128	The City of Shawnee PO Box 1448 Shawnee, OK 74802-1448

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property and the Tower free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses,

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Market: OKC

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judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not by Landlord or Tenant prior to and during the Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easement to any person or business entity which is authorized pursuant to and FCC licensed to, operate a wireless communications business, is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty (50) percent of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

16. Successors and Assigns. This Lease and the Easement granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supercedes all offers, negotiations and other agreements, with respect to the subject matter and property covered by this Lease.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

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(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.


(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

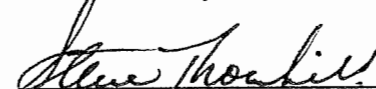
(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign ("Effective Date").

LANDLORD: The City of Shawnee, Oklahoma

By: 
Printed Name: TERRY H. POWELL
Its: CITY MANAGER
Date: 6-1-00

TENANT: VoiceStream PCS I, LLC

By: 
Printed Name: Steve Thornhill
Its: Regional Director
Date: JUNE 1, 2000

Approved as to form

Site Number: OK1368
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ADDENDUM TO TOWER LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and the Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in the Lease.

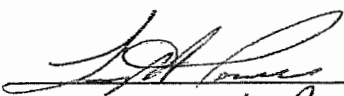
1. Section 4. of the lease is deleted and replaced with the following:

Tenant shall pay Landlord, as rent, Five Hundred and No/100 Dollars (\$500.00) per month for the first 24 months and Seven Hundred and No/100 Dollars (\$700.00) per month for the remainder of the term ("Rent"). Rent shall be payable in advance beginning on the Commencement Date prorated for the remainder of the month in which the Commencement Date falls and thereafter Rent will be payable monthly in advance by the fifth day of each month to City of Shawnee, Oklahoma at Landlord's address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rent shall be immediately refunded to Tenant.

2. Section 18(k) is added to the lease as follows:

Tenant agrees to install lighting to the existing structure as required by the FAA at Tenant's own expense. Once the lighting is installed, any maintenance will then be the responsibility of the Landlord.

LANDLORD: The City of Shawnee, Oklahoma

By: 
Printed Name: TERRY H. POWER
Its: city manager

TENANT: VoiceStream PCS I, LLC

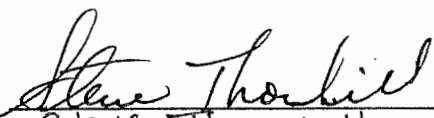
By: 
Printed Name: Steve Thornhill
Its: Regional Director
Date: June 6, 2000

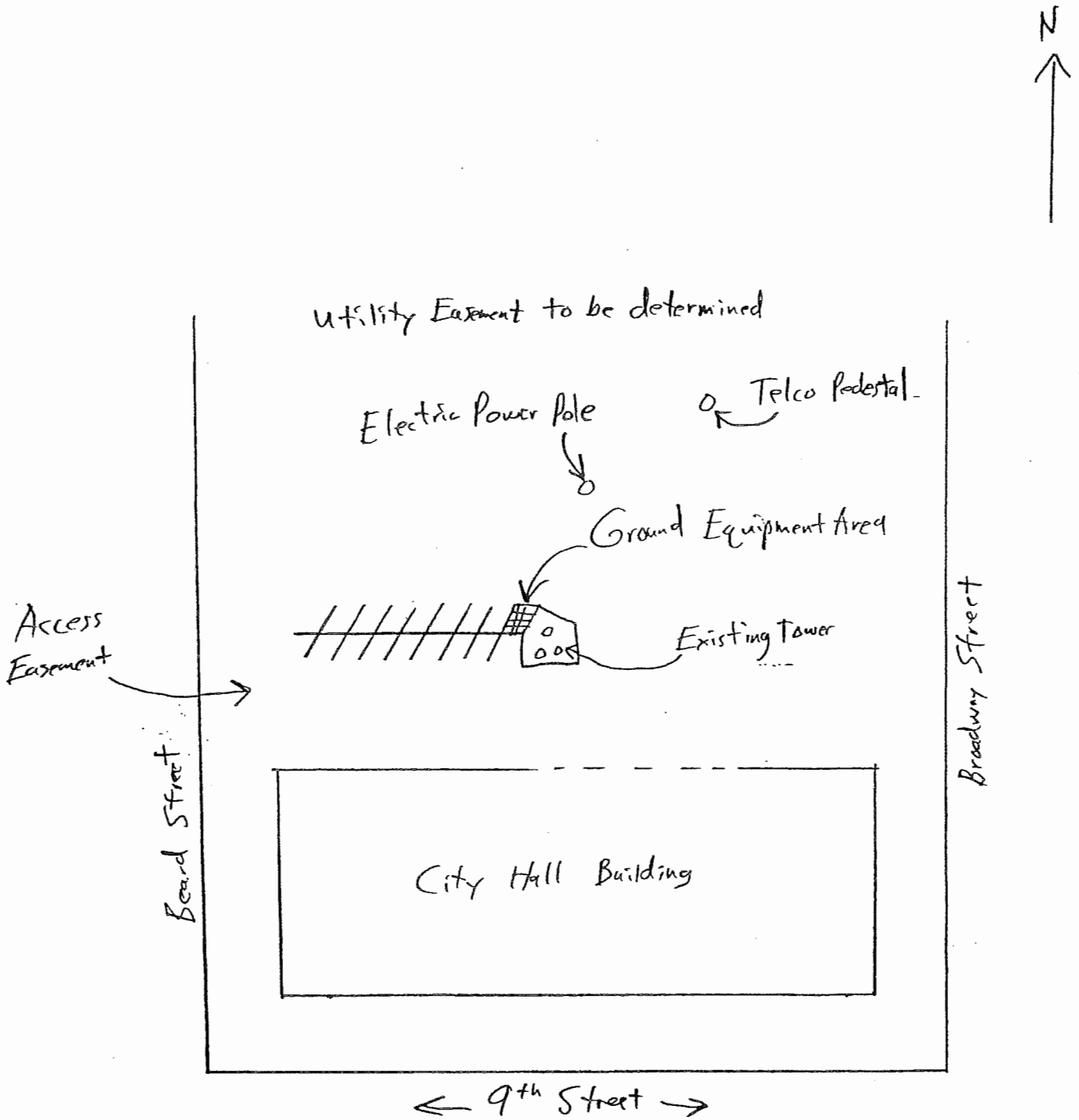
EXHIBIT A
Legal Description

The Property is legally described as follows:

Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20) and Twenty-one (21), Block Fifteen (15), of the Amended Plat to the City of Shawnee, Pottawatomie County, Oklahoma.

EXHIBIT B

The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:



Voice Stream to locate at approximately 160 feet on the tower
for 9 Antennas and 9 lines of coax.

Locations Approximate

Not to Scale

After Recording, return to:
Lease Administrator
VoiceStream PCS I, LLC
4533 Enterprise Drive
Oklahoma City, OK 73128

Parcel No.

EXHIBIT C

Memorandum of Lease and Option

Between The City of Shawnee, Oklahoma, a Municipal Corporation ("Landlord")
and VoiceStream PCS I, LLC, a Delaware limited liability company ("Tenant")

A Tower Lease with Option ("Lease") by and between The City of Shawnee, Oklahoma, a Municipal Corporation ("Landlord") and VoiceStream PCS I, LLC ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of one (1) year after date of Lease.

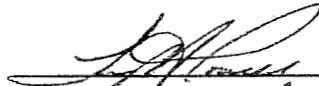
The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for five (5) additional five-year terms.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and incorporated herein.

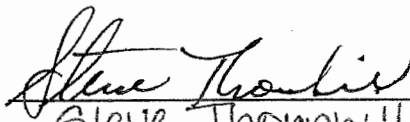
NOW, THEREFORE, Landlord, in consideration of the rents and covenants provided for in the Lease to be paid and performed by Tenant, does hereby grant the aforesaid option and, if such option is exercised, does hereby demise, convey, grant and let unto Tenant the Demised Premises upon the terms and subject to the conditions set forth in the Lease, a copy of which is being held by Landlord at its address stated above.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: The City of Shawnee, Oklahoma

By: 
Printed Name: TERRY N POWER
Its: city manager
Date: 6-1-00

TENANT: VoiceStream PCS I, LLC

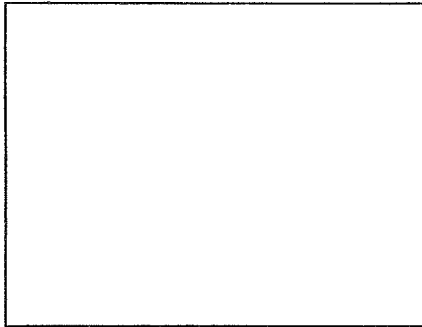
By: 
Printed Name: Steve Thornhill
Its: Regional Director
Date: JUNE 6, 2000

[Notary for Landlord]

STATE OF OKLAHOMA)
COUNTY OF Pottawatomie) ss.

This instrument was acknowledged before me on 6/1/00 by Terry Powell [Name],
City Manager [title] of The City of Shawnee, Oklahoma, a Municipal Corporation, on behalf of
said Municipal Corporation.

Dated: 6-1-2000



(Use this space for notary stamp/seal)

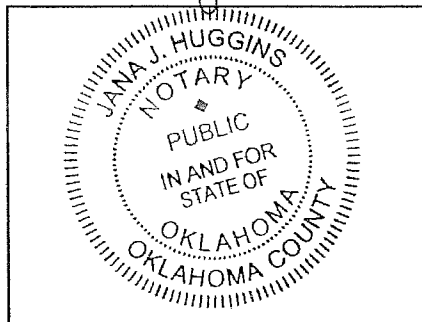
Clarice Brock
Notary Public
Print Name Clarice Brock
My commission expires 12-21-01

[Notary block for Tenant]

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss.

I certify that I know or have satisfactory evidence that Steve Thornhill is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Regional Director of VoiceStream PCS I, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 16, 2000



(Use this space for notary stamp/seal)

Jana J. Huggins
Notary Public
Print Name Jana J. Huggins
My commission expires 10-11-00

T-Mobile

SITE NAME:
JOANNE
 FA LOCATION CODE:
OK01368A

MODIFICATION DESIGN FOR
EXISTING 160' SELF-SUPPORTED TOWER

PLANS PREPARED BY:



1250 BENSON RD., GARNER, NC 27529
 PH: (405) 348-8480 FAX: (405) 341-4815
 COA # C-10087; EXP. DATE: 06/30/2016

PLANS PREPARED FOR:



SITE LOCATION:

16 WEST 8TH STREET
 SHAWNEE, OK 73102
 LATITUDE 35.30088°
 LONGITUDE -97.05492°

SITE INFORMATION:

JOANNE
 OK01368A



5/15/15
 P.E. # 27278
 EXP. DATE: 10/31/2018

SITE INFORMATION	
TOWER TYPE:	SELF-SUPPORTED TOWER
TOWER HEIGHT:	160'
LATITUDE:	35.30088 (NAD 83)
LONGITUDE:	-97.05492 (NAD 83)
ADDRESS:	16 WEST 8TH STREET SHAWNEE, OK, 73102
COUNTY:	POTTAWATOMIE
CODE JURISDICTION:	CITY OF SHAWNEE
GROUND ELEVATION:	1041' AMSL

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME. SEE SHEET #1 FOR ADDITIONAL CONSTRUCTION NOTES.

CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES.

BUILDING CODE AND DESIGN STANDARD: 2009 IBC / TA-222-5

CONSULTING TEAM		
ENGINEER/ARCHITECT: CLS GROUP, INC. 1250 BENSON RD. GARNER, NC 27529 (405) 348-8480	CUSTOMER/APPLICANT: T-MOBILE 4833 ENTERPRISE DRIVE OKLAHOMA CITY, OK 73128	TOWER OWNER: CITY OF SHAWNEE, OK



DRAWING INDEX		
SHEET #	SHEET DESCRIPTION	REV #
C-001	TITLE SHEET & DRAWING INDEX	0
S-001	STRUCTURAL NOTES	0
S-002	STRUCTURAL NOTES	0
S-003	MODIFICATION INSPECTION NOTES	0
S-101	TOWER ELEVATION VIEW & MODIFICATION SCHEDULE	0
S-201	ELEVATION VIEWS	0
S-202	ELEVATION VIEWS	0
S-301	SECTION VIEWS	0
S-302	SECTION VIEWS	0
S-301	FABRICATION DETAILS	0
S-302	FABRICATION DETAILS	0
S-303	FABRICATION DETAILS	0
S-801	BILL OF MATERIALS	0

A/E DOCUMENT REVIEW STATUS		
APPROVING PARTY	SIGNATURE	DATE
PROCP		
NETOPS		
CONSTRUCTION MGR		
INTERCONNECT		
SITE DEV MANAGER		
PROPERTY OWNER		
PLANNING		

THE ABOVE PARTIES HEREBY APPROVE & ACCEPT THESE DOCUMENTS & AUTHORIZE THE CONTRACTOR TO PROCEED W/ THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT & MAY BE SUBJECT TO CHANGES OR MODIFICATIONS.

REV #	DATE	DESCRIPTION
1	05/14/2015	ORIGINAL ISSUE

GRAPHIC SCALES:

SHEET INFORMATION:

TITLE SHEET & DRAWING INDEX

1017335

G-001 0

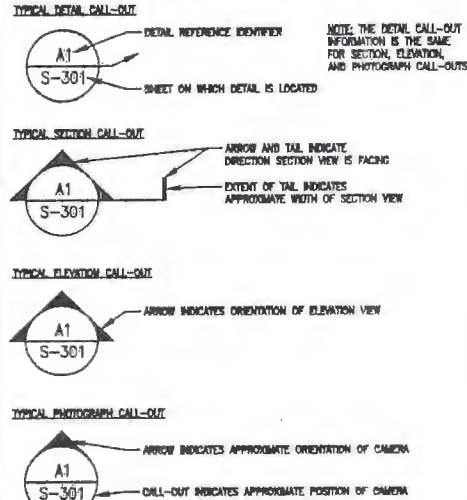
GENERAL NOTES

- THIS MODIFICATION PLAN HAS BEEN DESIGNED UTILIZING THE ANALYSIS RESULTS BY THE CLS GROUP, JOB #A3229-000/3000-0001, DATED FOR THE RELEASE DATE OF THESE DRAWINGS.
- THESE MODIFICATIONS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE GOVERNING PROVISIONS OF 70/724-222, ARS, ACS, AND AEC. MATERIALS AND SERVICES PROVIDED BY THE CONTRACTOR SHALL CONFORM TO THE ABOVE-MENTIONED CODES AND THE CONTRACT SPECIFICATIONS.
- ALL TOWER INFORMATION OBTAINED FROM THE ORIGINAL MANUFACTURER DRAWINGS BY NSM, ENGINEERING FILE #2700000, DATED MAY 8, 1981. CONTRACTOR SHALL OBTAIN AND BECOME FAMILIAR WITH THE REFERENCED TOWER DOCUMENTS.
- ALL MATERIALS UTILIZED FOR THIS PROJECT MUST BE NEW AND FREE OF ANY DEFECTS.
- ALL PRODUCT OR MATERIAL SUBSTITUTIONS PROPOSED BY THE CONTRACTOR SHALL BE APPROVED IN WRITING BY THE ENGINEER. CONTRACTOR SHALL PROVIDE DOCUMENTATION TO ENGINEER SUDDIBLE TO EXTENSIVE IF SUBSTITUTE IS ACCEPTABLE FOR USE AND MEETS THE ORIGINAL DESIGN CRITERIA. DIFFERENCES FROM THE ORIGINAL DESIGN, INCLUDING MAINTENANCE, REPAIR AND REPLACEMENT, SHALL BE NOTED. ESTIMATES OF COSTS/CREDITS ASSOCIATED WITH THE SUBSTITUTION (INCLUDING RE-DESIGN COSTS AND COSTS TO SUB-CONTRACTORS) SHALL BE PROVIDED TO THE ENGINEER. CONTRACTOR SHALL PROVIDE ADDITIONAL DOCUMENTATION AND/OR SPECIFICATIONS TO THE ENGINEER AS REQUESTED.
- PROVIDE STRUCTURAL STEEL SHOP DRAWING(S) TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO FABRICATION.
- UNLESS NOTED OTHERWISE, ALL NEW MEMBERS AND REINFORCING SHALL MAINTAIN THE EXISTING MEMBER WORK LINES AND NOT INTRODUCE ECCENTRICITIES INTO THE STRUCTURE.
- ANY CONTRACTOR-CAUSED DAMAGE TO PROPERTY OF THE LAND OWNER, PROPERTY OF THE TOWER OWNER, PROPERTY OF THE CUSTOMER, SITE FENCING OR GATES, ANY AND ALL UTILITY AND/OR SERVICE LINES, SHOWN OR NOT SHOWN ON THE PLANS, SHALL BE REPAIRED OR REPLACED AT THE SOLE COST OF THE CONTRACTOR AND SHALL BE ACCOMPLISHED BY THE CONTRACTOR OR SUBCONTRACTOR AS APPROVED BY THE ENGINEER OF RECORD AND LAND OWNER.

PROJECT SCOPE OF WORK

REFERENCE SCOPE OF WORK LISTED ON SHEET 5-101 AS WELL AS THE MODIFICATION SCHEDULE ON THE SAME SHEET. ESTIMATED MATERIAL QUANTITIES, IF PROVIDED, WILL BE REFERENCED BELOW THE MODIFICATION SCHEDULE.

SYMBOLS AND CALL-OUTS



BOLT TIGHTENING PROCEDURE

1. TIGHTEN BOLTS BY ABC "TURN OF THE NUT" METHOD USING THE CHART BELOW:

BOLT LENGTHS UP TO AND INCLUDING FOUR DIAMETERS:	
3/8" BOLTS UP TO AND INCLUDING 2" LENGTH	+1/3 TURN BEYOND SNUG TIGHT
3/8" BOLTS UP TO AND INCLUDING 3/4" LENGTH	+1/3 TURN BEYOND SNUG TIGHT
3/8" BOLTS UP TO AND INCLUDING 3" LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1" BOLTS UP TO AND INCLUDING 4" LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1 1/8" BOLTS UP TO AND INCLUDING 4 1/2" LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1 1/4" BOLTS UP TO AND INCLUDING 5" LENGTH	+1/3 TURN BEYOND SNUG TIGHT
1 1/2" BOLTS UP TO AND INCLUDING 6" LENGTH	+1/3 TURN BEYOND SNUG TIGHT

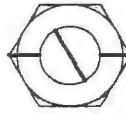
BOLT LENGTHS OVER FOUR AND UP TO EIGHT DIAMETERS:	
3/8" BOLTS 2 1/2" LENGTH TO 4" LENGTH	+1/2 TURN BEYOND SNUG TIGHT
3/8" BOLTS 3 1/2" LENGTH TO 5" LENGTH	+1/2 TURN BEYOND SNUG TIGHT
3/8" BOLTS 3 3/4" LENGTH TO 6" LENGTH	+1/2 TURN BEYOND SNUG TIGHT
3/8" BOLTS 3 1/2" LENGTH TO 7" LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1" BOLTS 4 1/2" LENGTH TO 6" LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1 1/8" BOLTS 4 1/2" LENGTH TO 8" LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1 1/4" BOLTS 5 1/2" LENGTH TO 10" LENGTH	+1/2 TURN BEYOND SNUG TIGHT
1 1/2" BOLTS 6 1/2" LENGTH TO 12" LENGTH	+1/2 TURN BEYOND SNUG TIGHT

2. SPLICE BOLTS SUBJECT TO DIRECT TENSION SHALL BE INSTALLED AND TIGHTENED AS PER SECTION 600(1) OF THE AISC MANUAL OF STEEL CONSTRUCTION. THE INSTALLATION PROCEDURE IS AS FOLLOWS:

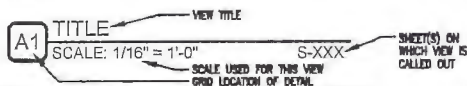
*FASTENERS SHALL BE INSTALLED IN PROPERLY ALIGNED HOLES AND BE TIGHTENED BY ONE OF THE METHODS DESCRIBED IN SUBSECTION 600(1) THROUGH 600(6).

600(1) TURN-OF-THE-NUT TIGHTENING:

BOLTS SHALL BE INSTALLED IN ALL HOLES OF THE CONNECTION AND BROUGHT TO A SNUG TIGHT CONDITION. SNUG TIGHT IS DEFINED AS THE TIGHTNESS THAT EXISTS WHEN THE FLEES OF A JOINT ARE IN FIRM CONTACT. THIS MAY BE OBTAINED BY A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF A MAN USING AN ORDINARY SPUD WRENCH. SNUG TIGHTENING SHALL PROGRESS SYSTEMATICALLY UNTIL ALL THE BOLTS ARE SIMULTANEOUSLY SNUG TIGHT AND THE CONNECTION IS FULLY COMPACTED. FOLLOWING THIS INITIAL OPERATION, ALL BOLTS IN THE CONNECTION SHALL BE TIGHTENED FURTHER BY THE APPLICABLE ANGLE OF ROTATION SPECIFIED ABOVE. DURING THE TIGHTENING OPERATION, THERE SHALL BE NO ROTATION OF THE PART NOT TURNED BY THE WRENCH. TIGHTENING SHALL PROGRESS SYSTEMATICALLY.



SECTION / ELEVATION / DETAIL VIEW CALLOUTS



ADHESIVE ANCHOR NOTES

- INSTALLATION OF ADHESIVE ANCHOR RODS (ALL-THREAD ASTM F1554 RODS) OR ADHESIVE ANCHOR DOWELS (DEFORMED ASTM A615 BARS) SHALL BE COMPLETED IN ACCORDANCE WITH THESE NOTES AND THE CONTRACT DOCUMENTS.
- HARDWARE PROVIDED FOR THE ADHESIVE ANCHOR RODS SHALL COMPLY WITH ASTM A544 FOR HEAVY HEX NUTS. SHALL COMPLY WITH ASTM F436 (EXTRA-THICK 3/4" MIN) AND SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A153. NUTS SHALL BE TIGHTENED SNUG-TIGHT AND SECURED WITH THREAD-LOCKING ADHESIVE IN ACCORDANCE WITH THE ADHESIVE MANUFACTURER'S REQUIREMENTS.
- CONTRACTOR SHALL USE NON-DESTRUCTIVE SCANNING METHODS TO LOCATE ANY EXISTING REBAR IN THE EXISTING CONCRETE ANCHOR BLOCK AND POSITION ANCHOR RODS AND REBAR DOWELS IN ORDER TO ELIMINATE OR MINIMIZE DAMAGE TO THE EXISTING REBAR. ALLOWABLE TOLERANCES HAVE BEEN PROVIDED ON THE CONTRACT DRAWINGS TO ALLOW FOR CORE DRILLING OPERATIONS TO AVOID EXISTING REBAR. WHERE CORE DRILLING OPERATIONS ARE LIKELY TO DAMAGE EXISTING REBAR, CONTACT THE ENGINEER OF RECORD FOR FURTHER DIRECTION.
- ADHESIVE ANCHOR RODS AND/OR DOWELS SHALL CONSIST OF A SYSTEM THAT COMPLIES WITH THE AC 308.4 "ACCEPTANCE CRITERIA FOR QUALIFICATION OF POST-INSTALLED ADHESIVE ANCHORS IN CONCRETE AND COMMENTARY".
- THE ADHESIVE ANCHOR RODS AND DOWELS SHALL USE HILTI HIT-RE 500-SO EPOXY. DEVIATIONS FROM THIS MUST BE APPROVED BY THE ENGINEER OF RECORD.
- THE ADHESIVE ANCHOR SYSTEM SHALL INCLUDE A TWO-PART EPOXY CARTRIDGE, EPOXY MIXING TRIS (WITH SPARES), THE DISPENSING GUN, EXTENSION TUBES (AS REQUIRED, DETERMINED BY CONTRACTOR), AND ALL SUPPLIES RECOMMENDED OR REQUIRED BY THE MANUFACTURER FOR THE INSTALLATION OF THE ADHESIVE ANCHOR SYSTEM(S). THE CONTRACTOR SHALL PROVIDE EQUIPMENT THAT IS SUITABLE FOR THE INSTALLATION OF THE PROPOSED ANCHORS AND WHICH IS DESIGNED FOR THE TASK AT HAND. THE CONTRACTOR SHALL ONLY USE EQUIPMENT THAT IS APPROVED BY THE MANUFACTURER FOR THE TYPE OF CORE DRILLING SHOWN ON THE MODIFICATION DRAWINGS.
- CORE DRILLED HOLE SIZES SHALL BE IN ACCORDANCE WITH HILTI'S REQUIREMENTS SUCH THAT:
 - ADHESIVE 1 1/8" ASTM F1554 ANCHOR RODS SHALL BE CORE DRILLED WITH A 1 1/8" BIT.
- SUPPORT ADHESIVE ANCHORS IN-PLACE WHILE THE ADHESIVE EPOXY CURES IN ORDER TO PREVENT THEIR DISPLACEMENT OR ROTATION. ADHESIVE ANCHORS THAT HAVE SHIFTED OR BECOME DISPLACED PRIOR TO THE FULL CURING OF THE ADHESIVE EPOXY SHALL BE CONSIDERED DAMAGED, AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE AND REPLACE THESE ANCHORS TO BRING THEM TO A SATISFACTORY CONDITION USING A PROCEDURE APPROVED BY THE ENGINEER OF RECORD.
- ADHESIVE ANCHORS SHALL NOT BE BENT AFTER BEING INSTALLED INTO CONCRETE WITH ADHESIVE UNLESS APPROVED BY THE ENGINEER OF RECORD. APPROVAL SHALL ONLY BE ISSUED ON A CASE BY CASE BASIS, AND THE RATIONALE FOR THE BEND SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR FOR EACH CASE.
- ADHESIVE ANCHORS INSTALLED IN HORIZONTAL TO INCLINED VERTICAL ORIENTATIONS TO RESIST TENSION LOADS SHALL BE CONTINUOUSLY INSPECTED DURING INSTALLATION BY AN INSPECTOR APPROVED FOR THAT PURPOSE BY THE BUILDING OFFICIAL. ADHESIVE ANCHOR BOLTS THAT ARE NORMAL TO THE EXISTING FOUNDATION DO NOT REQUIRE CONTINUOUS INSPECTION, BUT SHALL BE VISUALLY INSPECTED AS PART OF THE CLOSE-OUT PROCESS.
- EPOXY ADHESIVE MATERIALS, ANCHOR BOLTS, AND ASSOCIATED TOOLS AND HARDWARE SHALL BE STORED AND INSTALLED IN APPROPRIATE TEMPERATURE RANGES AND ENVIRONMENTAL CONDITIONS IN ACCORDANCE WITH HILTI REQUIREMENTS.

PLANS PREPARED BY:



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PH: (408) 348-5480 FAX: (408) 341-4825
COA # C-8087; EXP. DATE: 06/30/2016

PLANS PREPARED FOR:

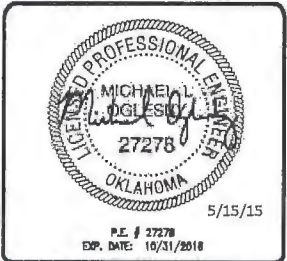


SITE LOCATION:

18 WEST 8TH STREET
SHAWNEE, OK 73102
LATITUDE 36.30086
LONGITUDE -97.08492

SITE INFORMATION:

JOANNE
OK01368A
THE ABOVE ONLY FOR THE FOUNDATION



REVISIONS:

NO.	DATE	REVISION	BY
1	04/11/2015	ISSUED FOR BIDDING	DESIGNER

GRAPHIC SCALES:



SHEET INFORMATION:

PROJECT NO.	1017335
DATE	04/11/2015
SHEET NO.	S-001
TOTAL SHEETS	0

STRUCTURAL STEEL NOTES

- STRUCTURAL STEEL SHALL COMPLY WITH THE FOLLOWING SPECIFICATIONS:
 - STRUCTURAL STEEL SHAPES, PLATES AND BARS (EXCEPT W-SHAPES) - ASTM A36, F_y=36 KSI
 - PIRES & HSS-SHAPES - ASTM A500, GRADE B, F_y=48 KSI (ROUND) F_y=48 KSI (SQUARE & RECTANGULAR)
 - ANCHOR & ALL-THREAD BOLDS - ASTM F1554, GRADE 34
 - U-BOLDS - ASTM A307, COARSE THREAD
 - STRUCTURAL BOLTS - ASTM A325
 - NUTS - ASTM A305
 - WASHERS - ASTM F436
- ALL BOLT HOLES SHALL BE STANDARD SIZE BOLT HOLES FOR AISC 340, UNLESS OTHERWISE NOTED. ALL HOLES SHALL BE SHOP DRILLED OR SUB-PUNCHED AND REAMED. BURNING OF WELDER IS NOT PERMITTED.
- ALL STEEL HARDWARE, INCLUDING ADHESIVE OR EMBEDDED ANCHOR BOLTS AND THEIR ACCESSORIES, SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A153. ALL STEEL MEMBERS, INCLUDING WELDMENTS, SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A153. REPAIR DAMAGE TO GALVANIZED COATINGS USING ASTM A780 PROCEDURES WITH A ZINC RICH PAINT (SUCH AS ZINC CALVERT) FOR GALVANIZING DAMAGED BY HANDLING, TRANSPORTING, CUTTING, WELDING, OR BURNING. DO NOT HEAT SURFACES TO WHICH REPAIR PAINT HAS BEEN APPLIED. CALL OUT HOLES REQUIRED FOR HOT-DIP GALVANIZING ON SHOP DRAWINGS.
- WELDING SHALL BE IN ACCORDANCE WITH AISC D1.1 "STRUCTURAL WELDING CODE - STEEL". WELD ELECTRODES SHALL BE E70XX, UNLESS OTHERWISE NOTED. PROVIDE CONTINUOUS FILLET WELDS WITH MINIMUM SIZE OF 3/16 INCH. FOR ACUTE OR OBTUSE JOINT ANGLES, THE FILLET WELD LEG SIZE SHALL BE ADJUSTED AS REQUIRED TO MAINTAIN THE EFFECTIVE THROAT OF A 3/16 INCH FILLET WELD IN A 90° JOINT. ALL WELD SIZES SHOWN IN INCHES.
- PRIOR TO WELDING, THE CONTRACTOR SHALL SUBMIT CERTIFICATION FOR EACH WELDER STATING THE TYPE OF WELDING AND POSITIONS QUALIFIED FOR, THE CODE AND PROCEDURE QUALIFIED UNDER, DATE QUALIFIED, AND THE FIRM AND INDIVIDUAL CERTIFYING THE QUALIFICATION TESTS. THIS INFORMATION SHALL BE SUBMITTED TO THE MODIFICATION INSPECTOR (SEE SHEET S-003) AS WELL AS ANY THIRD-PARTY CERTIFIED WELD INSPECTOR (CWI).
- MEMBERS SHALL BE SHOP-FABRICATED AND WELDED TO THE EXTENT PRACTICABLE IN ORDER TO REDUCE FIELD INSTALLATION COSTS.

CONTRACTOR NOTES

- ALL CONTRACTORS AND SUBCONTRACTORS MUST ACKNOWLEDGE IN WRITING TO TOWER OWNER THAT THEY HAVE OBTAINED, UNDERSTAND, AND WILL FOLLOW TOWER OWNER STANDARDS OF PRACTICE, CONSTRUCTION GUIDELINES, ALL SITE AND TOWER SAFETY PROCEDURES, ALL PRODUCT LIMITATIONS AND INSTALLATION PROCEDURES USED ON SITE, AND PROPOSED MODIFICATIONS DESCRIBED. RECEIPT OF ACKNOWLEDGEMENT MUST OCCUR PRIOR TO BEGINNING CONSTRUCTION OR CLIMBING. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROVIDE THIS DOCUMENTATION FOR TOWER OWNER ON COMPANY LETTERHEAD AND THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO OBTAIN THIS DOCUMENTATION FROM ANY SUBCONTRACTORS (ON SUBCONTRACTOR LETTERHEAD) AND DELIVER IT TO THE TOWER OWNER.
- IF THE CONTRACTOR DISCOVERS ANY EXISTING CONDITIONS THAT ARE NOT REPRESENTED ON THESE DRAWINGS, OR ANY CONDITIONS THAT WOULD INTERFERE WITH THE INSTALLATION OF THE MODIFICATIONS, THE ENGINEER OF RECORD SHALL BE CONTACTED IMMEDIATELY TO EVALUATE THE SIGNIFICANCE OF THE DEVIATION.
- THE CONTRACTOR SHALL SOLICIT AND HIRE THE SERVICES OF A QUALIFIED MODIFICATION INSPECTOR PRIOR TO BEGINNING CONSTRUCTION. THE MODIFICATION INSPECTOR MAY BE AN EMPLOYEE OF THE CONTRACTOR'S FIRM, HOWEVER THE INSPECTOR'S ONLY DUTIES SHALL BE INSPECTION, TESTING, AND REPORT CREATION AS REQUIRED ON SHEET S-003. THE INSPECTOR SHALL BE QUALIFIED AS A REGISTERED PROFESSIONAL ENGINEER (PE) OR AS AN ENGINEERING INTERM (EI) OR ENGINEER IN TRAINING (EIT) UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL ENGINEER (PE). IT IS ALSO ACCEPTABLE FOR THE CONTRACTOR TO SUBCONTRACT THE MODIFICATION INSPECTOR DUTIES TO A THIRD PARTY FIRM MEETING THE ABOVE REQUIREMENTS.
- PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD, THE TOWER OWNER, AND/OR THE CUSTOMER IN WRITING ON CONTRACTOR LETTERHEAD THAT THEY HAVE OBTAINED, UNDERSTAND, AND WILL FOLLOW THE TOWER OWNER'S STANDARDS OF PRACTICE, THE CONSTRUCTION GUIDELINES, ALL SITE AND TOWER SAFETY PROCEDURES, ALL PRODUCT LIMITATIONS AND ASSOCIATED INSTALLATION PROCEDURES (FROM THE PRODUCT MANUFACTURER AND/OR AS SPECIFIED IN THE CONTRACT DOCUMENTS), AND THE PROPOSED MODIFICATIONS DESCRIBED IN THE CONTRACT DOCUMENTS (INCLUDING THE CONTRACT DRAWINGS AND ASSOCIATED SPECIFICATIONS). THE CONTRACTOR SHALL PROVIDE THIS DOCUMENTATION FOR CONTRACTOR'S WORK AS WELL AS THE WORK OF ANY ASSOCIATED SUBCONTRACTORS TO BE PROVIDED ON EITHER SUBCONTRACTOR OR CONTRACTOR'S LETTERHEAD). EACH SUBMITTED LETTER SHALL BE SIGNED AND DATED BY THE PERSONNEL MANAGING THE PROJECT FOR THE CONTRACTOR AND/OR SUBCONTRACTOR.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AND TOWER OWNER OF THE PLANNED CONSTRUCTION & INSPECTION SCHEDULE, AS WELL AS ANY CHANGES TO THE SCHEDULE, WITHIN TWO BUSINESS DAYS OF THE COMPLETION OF THE SCHEDULE OR SCHEDULE REVISION BOTH PRIOR TO BEGINNING CONSTRUCTION AND DURING CONSTRUCTION AS THE SCHEDULE CHANGES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD WHEN PHASES OF CONSTRUCTION HAVE BEEN MOVED UP AND SHALL GIVE THE ENGINEER ADEQUATE NOTICE SO THAT THE ENGINEER OF RECORD MAY, AT THEIR DISCRETION, INSPECT PORTIONS OF THE WORK THAT ARE DEEMED CRITICAL TO THE INTEGRITY OF THE STRUCTURE. FAILURE TO PROVIDE THIS NOTICE MAY RESULT IN REJECTION OF THE CONTRACTOR'S WORK. THE CONTRACTOR SHALL ALSO NOTIFY THE ENGINEER OF RECORD AND THE TOWER OWNER WHEN THE WORK HAS BEEN COMPLETED WITHIN 2 BUSINESS DAYS OF THE COMPLETION OF THE WORK AND ASSOCIATED MODIFICATION INSPECTIONS & TESTING.
- IT IS ASSUMED THAT ANY STRUCTURAL MODIFICATION WORK SPECIFIED ON THESE PLANS WILL BE ACCOMPLISHED BY KNOWLEDGEABLE WORKMEN WITH TOWER CONSTRUCTION EXPERIENCE. THIS INCLUDES PROVIDING THE NECESSARY CERTIFICATIONS TO THE TOWER OWNER AND ENGINEER INCLUDING BUT NOT LIMITED TO TOWER CLIMBER AND RESCUE CLIMBER CERTIFICATIONS, QUALIFIED WELDER CERTIFICATES, CERTIFIED WELDING INSPECTOR CREDENTIALS, ET CETERA.
- THESE DRAWINGS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS, MEANS, TECHNIQUES, SEQUENCES AND PROCEDURES.
- CONTRACTOR SHALL WORK WITHIN THE LIMITS OF THE TOWER OWNER'S PROPERTY OR LEASE AREA AND APPROVED EASEMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY WORK IS WITHIN THESE BOUNDARIES. CONTRACTOR SHALL EMPLOY A SURVEYOR AS REQUIRED. ANY WORK OUTSIDE THESE BOUNDARIES SHALL BE APPROVED IN WRITING BY THE LAND OWNER PRIOR TO MOBILIZATION. CONSTRUCTION STAKING AND BOUNDARY MARKING IS THE RESPONSIBILITY OF THE CONTRACTOR.

STANDARD ABBREVIATIONS

AFT	ABOVE FINISHED FLOOR	LB	POUND
ARCH	ARCHITECT, -UNAL	LLH	LONG LEG HORIZONTAL
BLDG	BUILDING	LLV	LONG LEG VERTICAL
BDD	BOTTOM OF DECK	LONG	LONGITUDINAL
BOT	BOTTOM	MAS	MASONRY
BRCC	BRACING	MATL	MATERIAL
BROG	BRODING	MAX	MAXIMUM
C	CHANNEL	MD	METAL DECK
CJ	CONTROL JOINT	MECH	MECHANICAL
CL	CENTER LINE	MFR	MANUFACTURER
CLR	CLEAR	MIB	MINIMUM
CMU	CONCRETE MASONRY UNIT	MID	MID-DEPTH OF SLAB
CONC	CONCRETE	MPS	MILES PER HOUR
CONT	CONTINUOUS	MRI	MEAN RECURRENCE INTERVAL
DA (OR) Ø	DIAMETER	#	NUMBER
DRGS	DRAWINGS	HTS	NOT TO SCALE
EA	EACH	OC	ON CENTER
EF	EACH FACE	OPH	OPPOSITE HAND
EL	ELEVATION	OPNG	OPENING
EQ	EQUAL, EQUIVALENT	PC	PIECE
EV	EACH BAY	PL	PLATE
EXIST	EXISTING	PSF	POUNDS PER SQUARE FOOT
' OR FT	FEET (DIMENSION)	PSI	POUNDS PER SQUARE INCH
F _c	COMPRESSIVE STRESS	REF	REFERENCE
FDN	FOUNDATION	REIN	REINFORCEMENT
FF	FINISHED FLOOR ELEVATION	REQD	REQUIRED
FFL	FINISHED FLOOR	REV	REVISION
FB	FACE OF BRICK	SF	SQUARE FEET
FOB	FACE OF BLOCK	SMB	SUBMERSE
FSM	FACE OF MASONRY	SR	SOLID ROUND (SHAPE)
FSL	FACE OF SLAB	STD	STANDARD
FTC	FOOTING	T&B	TOP AND BOTTOM
GALV	GALVANIZED	THK	THICKNESS
HORIZ HORIZONTAL		TKF	TOP OF FOOTING
HSS	HOLLOW STRUCTURAL SHAPES	TOF	TOP OF MASONRY
JBE	JOIST BEARING ELEVATION	TOS	TOP OF STEEL
JT	JOINT	TS	THICKENED SLAB
KCJ	KEYED CONSTRUCTION JOINT	TYP	TYPICAL
KB	KERFED BEAM	UNL	UNLESS OTHERWISE NOTED
KIP	KILOPOUNDS (1000 LBS PER UNIT)	VERT	VERTICAL
KSI	KILOPOUNDS (KIPS) PER SQUARE INCH	W/	WITH
' OR IN	INCH	WVF	WELDED WIRE FABRIC
L	ANGLE		

PLANS PREPARED BY:



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 COA # C-8087; EXP. DATE: 06/30/2016

PLANS PREPARED FOR:



SITE LOCATION:

18 WEST 8TH STREET
 SHAWNEE, OK 73102
 LATITUDE 36.36088°
 LONGITUDE -97.06482°

SITE INFORMATION:

JOANNE
 OK01368A
PROFESSIONAL SEAL
 THE ENGINE SHALL BE FOR CONSTRUCTION



5/15/15
 P.E. # 27278
 EXP. DATE: 10/31/2018

REVISIONS:

#	DATE	DESCRIPTION
1	05/14/2015	ISSUED FOR BIDDING

GRAPHIC SCALES:

SHEET INFORMATION:

1017135
 1017135
 S-002 0

PRE-CONSTRUCTION INSPECTION CHECKLIST	
CONSTRUCTION AND/OR INSTALLATION INSPECTIONS REQUIRED FOR REPORT (CHECK=YES, BLANK=NO)	INSPECTION REPORT ITEM
✓	MODIFICATION INSPECTION CHECKLIST
✓	SHOP DRAWINGS APPROVED BY ENGINEER OF RECORD (LATEST REVISION)
✓	FABRICATION INSPECTION
✓	FABRICATOR'S CERTIFIED WELD INSPECTOR (CWI)
✓	FABRICATOR'S QUALIFIED PERSONNEL FOR WELDING
✓	MATERIAL TEST REPORT(S) / MILL CERTIFICATE(S)
✓	FABRICATOR'S NON-DESTRUCTIVE TESTING (NDT) TECHNICIAN
✓	PACKING SLIPS FOR STRUCTURAL MATERIALS

CONSTRUCTION INSPECTION CHECKLIST	
CONSTRUCTION AND/OR INSTALLATION INSPECTIONS REQUIRED FOR REPORT (CHECK=YES, BLANK=NO)	INSPECTION REPORT ITEM
✓	CONSTRUCTION INSPECTIONS
✓	FOUNDATION INSPECTIONS
✓	CONCRETE COMPRESSIVE STRENGTH AND SLUMP TESTING RESULTS/CERTIFICATES
✓	ADHESIVE ANCHOR ROD(S) INSTALLATION INSPECTION
✓	BASE PLATE CIRCUIT INSPECTION
✓	THIRD-PARTY CERTIFIED WELD INSPECTION (INCLUDING BIC SPECIAL INSPECTIONS)
✓	SOIL EXCAVATION - DENSITY TESTING, COMPACTION INSPECTION/VERIFICATION, USE OF SUITABLE FILL
✓	GALVANIZING REPAIR MATERIAL PREPARATION, INSPECTION, & PAINT APPLICATION
✓	CLAY WIRE (RE-)TENSION REPORT AND INSPECTION
✓	PRIME CONTRACTOR'S AS-BUILT DOCUMENTS (SIGNED & DATED)

POST-CONSTRUCTION INSPECTION CHECKLIST	
CONSTRUCTION AND/OR INSTALLATION INSPECTIONS REQUIRED FOR REPORT (CHECK=YES, BLANK=NO)	INSPECTION REPORT ITEM
✓	MODIFICATION INSPECTOR'S ISSUE LIST (INCLUDING CORRECTIVE ACTIONS TAKEN) AND/OR REDLINED RECORD DRAWINGS
✓	POST-INSTALLED ADHESIVE ANCHOR ROD PULL-OUT TESTING
✓	PHOTOGRAPHS OF MODIFICATIONS (INCLUDE PHOTOS OF BOTH SIDES OF WELDED OR BOLTED CONNECTIONS, OF OVERALL AND DETAIL VIEWS OF INSTALLED MODIFICATIONS, AND BEFORE/AFTER PHOTOS OF ANY ISSUES IDENTIFIED BY THE INSPECTOR)

GENERAL NOTES

- THE POST-MODIFICATION INSPECTION IS A VISUAL EXAMINATION OF TOWER MODIFICATIONS AND A REVIEW OF ANY REQUIRED CONSTRUCTION INSPECTIONS, TESTING, AND OTHER DATA TO VERIFY THAT THE MODIFICATIONS ARE INSTALLED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AS DESIGNED BY THE ENGINEER OF RECORD. THE CONTRACT DOCUMENTS INCLUDE THESE MODIFICATION DRAWINGS, ANY PROJECT SPECIFICATIONS REFERENCED TO IN THE PROJECT NOTES OR OTHERWISE PROVIDED WITH THE DRAWINGS, AND OTHER DOCUMENTS OR DRAWINGS PROVIDED WITH THE MODIFICATION DRAWINGS WITH THE INTENT THAT THEY BE USED AS A DESIGN AID OR GUIDELINE FOR CONSTRUCTION.
- THE POST-MODIFICATION INSPECTION SHALL CONFIRM INSTALLATION CONFIGURATION AND WORKMANSHIP ONLY AND IS NOT A QUALITATIVE REVIEW OF THE ENGINEERING ASPECTS OF THE DESIGN OR THE DESIGN DRAWINGS. THE MODIFICATION INSPECTOR IS NOT TAKING OWNERSHIP OF THE MODIFICATION DESIGN IN THE PERFORMANCE OF THEIR DUTIES. OWNERSHIP OF THE MODIFICATION DESIGN'S EFFECTIVENESS AND INTENT, AS WELL AS ALL ASSOCIATED RISK, LIES WITH THE ENGINEER OF RECORD AT ALL TIMES.
- TO ENSURE THAT THE REQUIREMENTS OF THE POST-MODIFICATION INSPECTION ARE MET, IT IS ESSENTIAL THAT COORDINATION BETWEEN THE PRIME CONTRACTOR AND THE MODIFICATION INSPECTOR BEGIN AS SOON AS THE PROJECT IS FUNDED AND WORK ENTERS THE PLANNING STAGE. THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR SHALL BE PROACTIVE IN IDENTIFYING CONSTRUCTION ISSUES AND COMMUNICATING THESE ISSUES TO EACH OTHER AND TO THE ENGINEER OF RECORD AND TOWER OWNER & CUSTOMER, AS REQUIRED.

INSPECTION AND REPORT RECOMMENDATIONS

- THE FOLLOWING ARE PROVIDED WITH THE INTENT OF ENHANCING THE EFFECTIVENESS OF THE MODIFICATION INSPECTION AND IMPROVING THE EFFICIENCY OF THE PROCESS OF COLLECTING AND COMPILING THE INFORMATION INTO A USABLE REPORT:
 - IT IS RECOMMENDED THAT THE PRIME CONTRACTOR PROVIDE THE MODIFICATION INSPECTOR AT LEAST 5 BUSINESS DAYS NOTICE FOR WHEN THE SITE WILL BE READY FOR THE MODIFICATION INSPECTION.
 - THE PRIME CONTRACTOR AND THE MODIFICATION INSPECTOR SHALL COORDINATE CLOSELY THROUGHOUT THE ENTIRE PROJECT.
 - DURING CLAY WIRE TENSIONING OR RE-TENSIONING OPERATIONS, BOTH THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR SHOULD BE ON-SITE TO SUPERVISE AND REVIEW OPERATIONS.
 - FOR THE MOST EFFICIENT USE OF TIME, THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR MAY PREFER TO PERFORM THE FOUNDATION AND TOWER INSPECTIONS IN ONE SITE VISIT AFTER THE COMPLETION OF BOTH THE FOUNDATION MODIFICATIONS AND THE TOWER MODIFICATIONS.
 - THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR SHALL BOTH BE PRESENT DURING THE INITIAL INSPECTION IN ORDER TO ALLOW FOR THE RESOLUTION OF DEFICIENCIES DURING THE INSPECTION, AS PRACTICABLE. IT MAY BE PREFERABLE TO KEEP WORK CREWS AND THEIR EQUIPMENT ON-SITE TO REMEDIATE DEFICIENCIES DURING INSPECTIONS.

INSPECTION RESCHEDULING AND CANCELLATION

- IF THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR HAVE AGREED UPON A TIME AND DATE FOR A GIVEN INSPECTION AND EITHER PARTY RESCHEDULES OR CANCELS THE INSPECTION, THE TOWER OWNER SHALL NOT BE RESPONSIBLE FOR COSTS, FEES, LOST DEPOSITS, OR OTHER EXPENSES INCURRED BY THE PRIME CONTRACTOR, THEIR SUBCONTRACTOR(S), OR THE MODIFICATION INSPECTOR DUE TO THESE SCHEDULING CHANGES. EXCEPTIONS MAY BE MADE IN THE EVENT OF UNCONTROLLABLE SITUATIONS SUCH AS NATURAL DISASTERS, SEVERE WEATHER, OR OTHER CONDITIONS THAT COMPROMISE THE SAFETY OF THE PARTIES INVOLVED.

REMEDATION OF FAILING INSPECTION

- IN THE EVENT THAT ANY PORTION OF THE MODIFICATION WORK IS DETERMINED TO BE UNSATISFACTORY BY THE MODIFICATION INSPECTOR, THE PRIME CONTRACTOR SHALL WORK WITH THE MODIFICATION INSPECTOR TO CREATE A PLAN OF ACTION THAT WILL EITHER:
 - REPAIR THE DEFICIENT WORK TO SATISFACTORY CONDITION AND INCLUDE A SUBSEQUENT RE-INSPECTION OF THE WORK TO VERIFY THAT IT IS SATISFACTORY;
 - OR, WITH THE PERMISSION OF THE TOWER OWNER AND/OR CUSTOMER, THE PRIME CONTRACTOR MAY WORK WITH THE ENGINEER OF RECORD TO REVIEW THE AS-BUILT CONDITION OF THE MODIFICATION TO DETERMINE IF IT IS STRUCTURALLY ACCEPTABLE. IF THIS ACTION IS NOT ACCEPTABLE TO ANY PARTY, THE PRIME CONTRACTOR SHALL PROCEED TO REPAIR THE DEFICIENT WORK TO A SATISFACTORY CONDITION.

MODIFICATION INSPECTOR'S RESPONSIBILITIES

- THE MODIFICATION INSPECTOR SHALL CONTACT THE PRIME CONTRACTOR AS SOON AS THEY HAVE RECEIVED A PURCHASE ORDER OR PAYMENT FOR THIS INSPECTION. THE MODIFICATION INSPECTOR SHALL REVIEW THE REQUIREMENTS OF THE INSPECTION CHECKLIST, SHALL WORK WITH THE PRIME CONTRACTOR TO DEVELOP A SCHEDULE OF NECESSARY ON-SITE INSPECTIONS, AND SHALL DISCUSS ANY SITE-SPECIFIC INSPECTION REQUIREMENTS OR OTHER CONCERNS.
- THE MODIFICATION INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL PRIME CONTRACTOR INSPECTION AND TEST REPORTS (INCLUDING THOSE OF ASSIGNED SUB-CONTRACTORS), SHALL REVIEW THE REPORTS FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS, SHALL CONDUCT THE NECESSARY ON-SITE INSPECTIONS, AND SHALL COMPLETE AND SUBMIT THE MODIFICATION INSPECTION REPORT.

PRIME CONTRACTOR'S RESPONSIBILITIES

- THE PRIME CONTRACTOR SHALL CONTACT THE MODIFICATION INSPECTOR AS SOON AS THEY HAVE RECEIVED A PURCHASE ORDER OR PAYMENT FOR THE MODIFICATION INSTALLATION OR PROJECT. THE PRIME CONTRACTOR SHALL REVIEW THE REQUIREMENTS OF THE MODIFICATION INSPECTION CHECKLIST, SHALL WORK WITH THE MODIFICATION INSPECTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, AND SHALL DISCUSS SPECIFIC INSPECTION AND TESTING REQUIREMENTS WITH THE MODIFICATION INSPECTOR IN DETAIL TO OBTAIN A FULL UNDERSTANDING OF THE REQUIRED INSPECTIONS AND TESTING.
- THE PRIME CONTRACTOR SHALL PERFORM AND RECORD THE TESTING AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MODIFICATION INSPECTION CHECKLIST.

PHOTOGRAPHY REQUIREMENTS


- THE PRIME CONTRACTOR AND MODIFICATION INSPECTOR SHALL, BETWEEN THE EFFORTS OF BOTH PARTIES AND THEIR EMPLOYED PERSONNEL, PROVIDE PHOTOGRAPHS WITH THE INSPECTION REPORT TO INCLUDE THE FOLLOWING:
 - GENERAL SITE PHOTOGRAPHS PRE-CONSTRUCTION
 - MODIFICATION INSTALLATION PHOTOGRAPHS DURING CONSTRUCTION/ERECTION OPERATIONS AND INSPECTIONS
 - RAW MATERIALS
 - PHOTOS OF DETAILED WORK REQUIRED ON THE DRAWINGS (CONNECTIONS, WELDMENTS, FIELD-FABRICATED MEMBERS, ETC)
 - FOUNDATION MODIFICATIONS
 - WELD PREPARATION AND COMPLETED WELD INSPECTION (INCLUDING A FILLET WELD SIZE GAUGE, AS APPLICABLE)
 - BOLT INSTALLATION AND TORQUE/PRETENSION
 - FINAL INSTALLED CONDITION (AFTER DEFICIENT CONDITIONS, IF ANY, ARE REMEDIATED)
 - REPAIR OF SURFACE COATINGS (INCLUDING GALVANIZING AND/OR PAINT COATING)
 - POST-MODIFICATION PHOTOGRAPHS OF THE SITE & WORK
 - PHOTOGRAPHS OF THE FINAL STATE OF THE SITE AT CONCLUSION OF THE WORK BY THE PRIME CONTRACTOR, ASSOCIATED SUBCONTRACTORS, AND THE MODIFICATION INSPECTOR
 - OTHER PHOTOS MAY BE INCLUDED AT PRIME CONTRACTOR & MODIFICATION INSPECTOR'S DISCRETION.

NOTE: PHOTOS OF MODIFICATIONS INSTALLED ON THE TOWER ABOVE AN ELEVATION OF 20 FT SHALL REQUIRE PHOTOS TAKEN FROM THE TOWER AS WELL AS OVERALL PHOTOGRAPHS OF THE MODIFICATIONS TAKEN FROM THE GROUND.

OWNER INSPECTIONS

- THE TOWER OWNER MAY CONDUCT INSPECTIONS TO VERIFY THE QUALITY AND COMPLETENESS OF THE PREVIOUSLY COMPLETED MODIFICATION INSPECTION REPORTS FOR THE MODIFICATION INSTALLATION WORK.
- INSPECTIONS MAY BE COMPLETED BY A 3RD-PARTY FIRM OF THE TOWER OWNER'S CHOOSING AFTER A MODIFICATION PROJECT IS COMPLETED AND A PASSING MODIFICATION INSPECTION REPORT IS ISSUED.

PLANS PREPARED BY:



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 COA # C-6067; EXP. DATE: 06/30/2016

PLANS PREPARED FOR:



SITE LOCATION:
 18 WEST 9TH STREET
 SHAWNEE, OK 73102
 LATITUDE 35.3608N
 LONGITUDE -97.0548W

SITE INFORMATION:
 JOANNE
 OK01368A
PROFESSIONAL SEAL FOR SEAL ONLY BY THE ENGINEER



5/15/15
 P.E. # 27278
 EXP. DATE: 10/31/2018

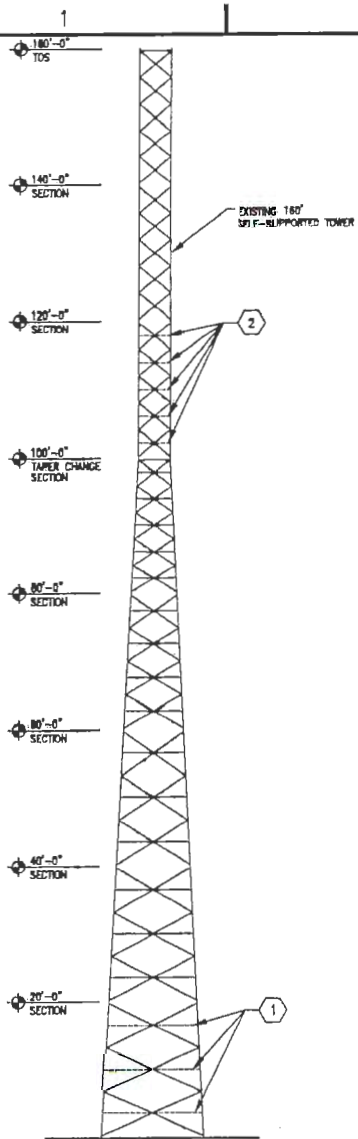
REVISIONS:

#	DATE	DESCRIPTION
1	05/15/2015	ISSUED FOR BIDDING

GRAPHIC SCALES:

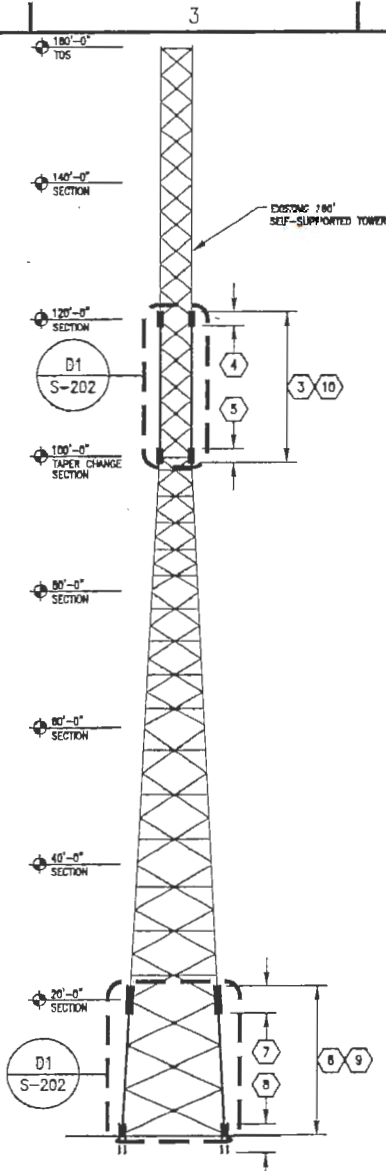
SHEET INFORMATION:
 MODIFICATION INSPECTION NOTES

NO. #	1017335
PROJECT #	S-003
DRAWING DATE	0



D1

TOWER ELEVATION VIEW - DEMOLITION
SCALE: NONE



D3

TOWER ELEVATION VIEW - REINFORCING
SCALE: NONE

CONSTRUCTION NOTES

- SCOPE OF WORK MUST BE COMPLETED AT WIND SPEEDS < 20 MPH.
- DUE TO EXISTING OBSTRUCTIONS ON THE TOWER LEGS, THE CONTRACTOR WILL NEED TO REMOVE EXISTING GROUNDING THAT IS WELDED TO THE TOWER LEGS AND REMOVE AND REINSTALL EXISTING JUNCTION BOXES, COAX SUPPORTS, ANTENNA MOUNTS, ETC THAT MAY REQUIRE ALTERED HARDWARE TO BE REINSTALLED ONCE THE REINFORCING HAS BEEN INSTALLED. THE SCOPE OF THE GROUNDING DESIGN, REVISED ANTENNA OR EQUIPMENT SUPPORT HARDWARE, ETC IS BEYOND THE SCOPE OF THESE MODIFICATION DRAWINGS AND SHALL BE DETERMINED BY THE CONTRACTOR AND DISCUSSED WITH THE CUSTOMER AND TOWER OWNER PRIOR TO BEGINNING WORK.

EQUIPMENT NOTES

EXISTING & PROPOSED EQUIPMENT, MOUNTS, AND OTHER OBSTRUCTIONS ARE NOT SHOWN FOR CLARITY. REFER TO THE STRUCTURAL REPORT LISTED IN NOTE 1 OF THE GENERAL NOTES ON S-001 FOR THE MOST RECENT, KNOWN LOADING CONFIGURATION.

MODIFICATION SCHEDULE

LABEL	LOCATION	SCOPE	MATERIAL	NOTES
①	0'-0" TO 20'-0"	REMOVE (0) EXISTING MID-PANEL BRACES AND BRACKETS CONNECTING TO EXISTING TOWER LEG AND DISCARD. DISCARD EXISTING STITCH BOLT FOR EACH SET OF DIAGONAL MEMBERS (TO BE REPLACED WITH NEW).	-	-
②	100'-0" TO 120'-0"	REMOVE (15) EXISTING MID-PANEL BRACES AND BRACKETS CONNECTING TO EXISTING TOWER LEG AND DISCARD. DISCARD EXISTING STITCH BOLT FOR EACH SET OF DIAGONAL MEMBERS (TO BE REPLACED WITH NEW).	-	-
③	80'-0" TO 122'-0"	PROVIDE 180' SPLIT PIPE REINFORCING FOR EXISTING TOWER LEGS.	LR-1P-3 LR-1P-4 LR-1UB LR-1UB-2	SEE D1/S-202
④	118'-0" TO 122'-0"	PROVIDE (12) BRIDGE PLATES FOR (3) TOWER LEGS TO CONNECT ADJACENT SECTIONS OF SPLIT PIPE REINFORCING. WELD TO SPLIT PIPE AND TO TOWER LEGS.	JK-BP-2	SEE D1/S-202
⑤	80'-0" TO 102'-0"	PROVIDE (12) BRIDGE PLATES FOR (3) TOWER LEGS TO CONNECT ADJACENT SECTIONS OF SPLIT PIPE REINFORCING. WELD TO SPLIT PIPE AND TO TOWER LEGS.	JK-BP-3 JK-BP-4 JK-BP-5 JK-BP-6	SEE D1/S-202
⑥	0'-0" TO 22'-0"	PROVIDE 180' SPLIT PIPE REINFORCING FOR EXISTING TOWER LEGS.	LR-1P-1 LR-1P-2 LR-1UB LR-1UB-1	SEE D1/S-201
⑦	18'-0" TO 22'-0"	PROVIDE (12) BRIDGE PLATES FOR (3) TOWER LEGS TO CONNECT ADJACENT SECTIONS OF SPLIT PIPE REINFORCING. WELD TO SPLIT PIPE AND TO TOWER LEGS.	JK-BP-1	SEE D1/S-201
⑧	-3'-0" TO 2'-0"	PROVIDE (12) THREADED ROD JUMP KITS FOR (3) TOWER LEGS TO CONNECT SECTION OF SPLIT PIPE REINFORCING TO EXISTING FOUNDATION. WELD TO SPLIT PIPE AND TO TOWER LEGS. THREADED RODS SHALL BE EMBEDDED INTO FOUNDATION.	JK-PL-1 JK-PL-2 JK-PL-3 JK-SL JK-AS	SEE D1/S-201
⑨	0'-0" TO 20'-0"	REPLACE EXISTING DIAGONAL STITCH BOLTS WITH NEW BOLTS WITH SPACERS. DO NOT RE-USE BOLTS.	DC-SB	SEE D1/S-201
⑩	100'-0" TO 120'-0"	REPLACE EXISTING DIAGONAL STITCH BOLTS WITH NEW BOLTS WITH SPACERS. DO NOT RE-USE BOLTS.	DC-SB	SEE D1/S-202

* SEE D1/S-801 FOR BILL OF MATERIALS.

PLANS PREPARED BY:



1250 BENSON RD., GARNER, NC 27529
PH: (405) 348-5480 FAX: (405) 341-4825
DDA # C-8067; EXP. DATE: 06/30/2016

PLANS PREPARED FOR:



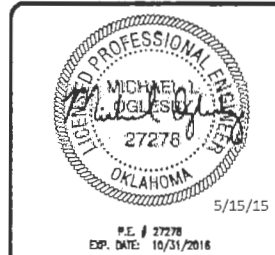
SITE LOCATION:

18 WEST 9TH STREET
SHAWNEE, OK 73102
LATITUDE 35.38098
LONGITUDE -97.05497

SITE INFORMATION:

JOANNE
OK01368A

PREPARED BY: [Signature]
FOR SHAWNEE CELL SITE #101



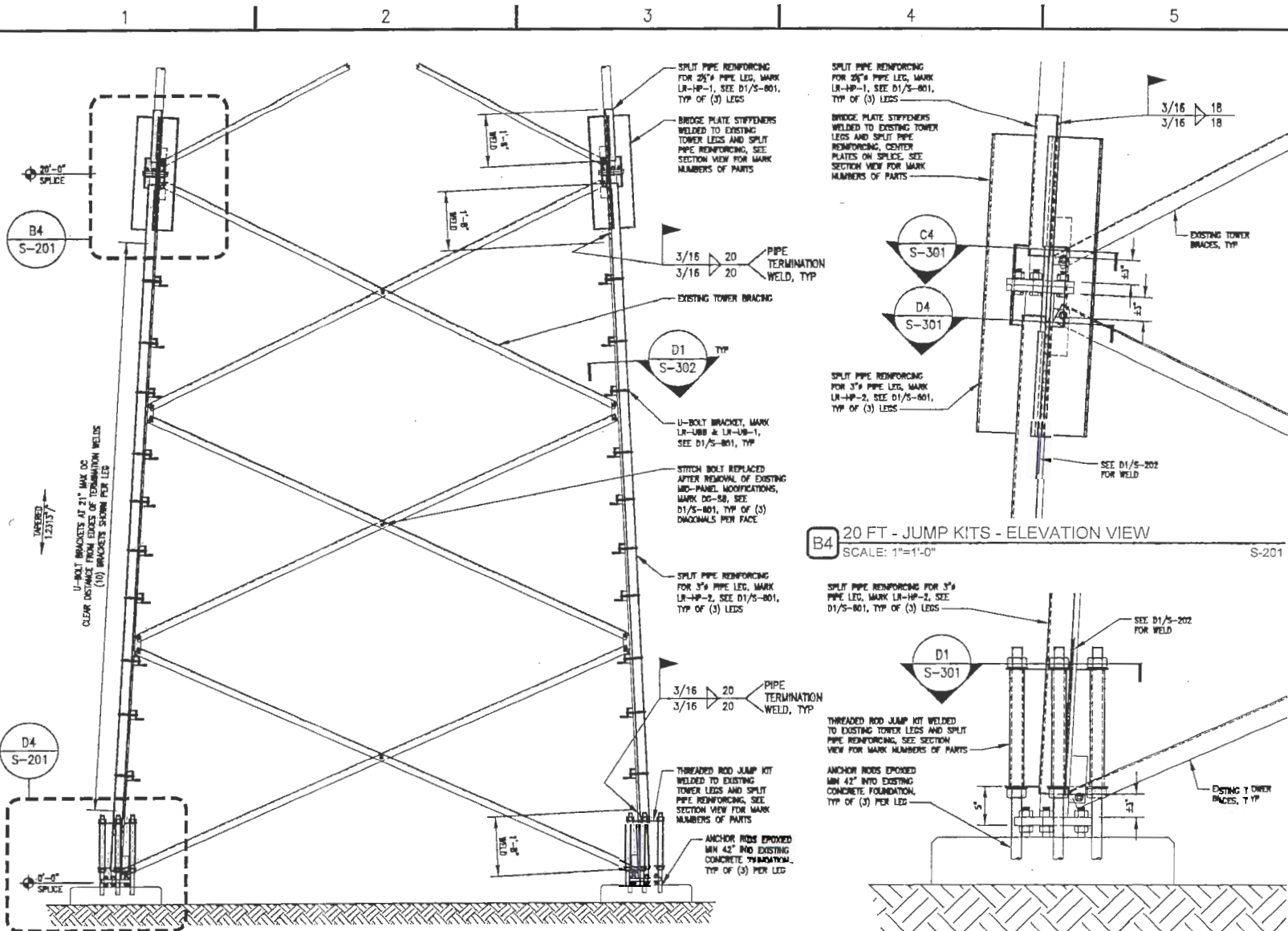
REVISIONS:

#	DATE	DESCRIPTION
1	05/15/2015	ORIGINAL ISSUE

GRAPHIC SCALES:

SHEET INFORMATION:

TOWER ELEVATION & MODIFICATION SCHEDULE	
NO. 6	1017335
DATE	5/15/15
SCALE	S-101 0
DESIGNED BY	[Signature]
CHECKED BY	[Signature]



D1 0 FT TO 23 FT - LEG MODIFICATIONS - ELEVATION VIEW
SCALE: 3/8"=1'-0"

B4 20 FT - JUMP KITS - ELEVATION VIEW
SCALE: 1"=1'-0"

D4 0 FT - JUMP KITS - ELEVATION VIEW
SCALE: 1"=1'-0"

PLANS PREPARED BY:

1250 BENSON RD., GANER, MO 27529
PH: (405) 348-5480 FAX: (405) 341-4825
CSA # C-8087; EXP. DATE: 08/30/2016

PLANS PREPARED FOR:

SITE LOCATION:

11 WEST 17TH STREET
TAMARAC, OK 73102
LATITUDE: 36.380889
LONGITUDE: -97.05482

SITE INFORMATION:

JOANNE
OK01368A

5/15/15
P.E. # 27278
EXP. DATE: 10/31/2016

REVISIONS:

#	DATE	DESCRIPTION
1	02/11/2013	ORIGINAL ISSUE

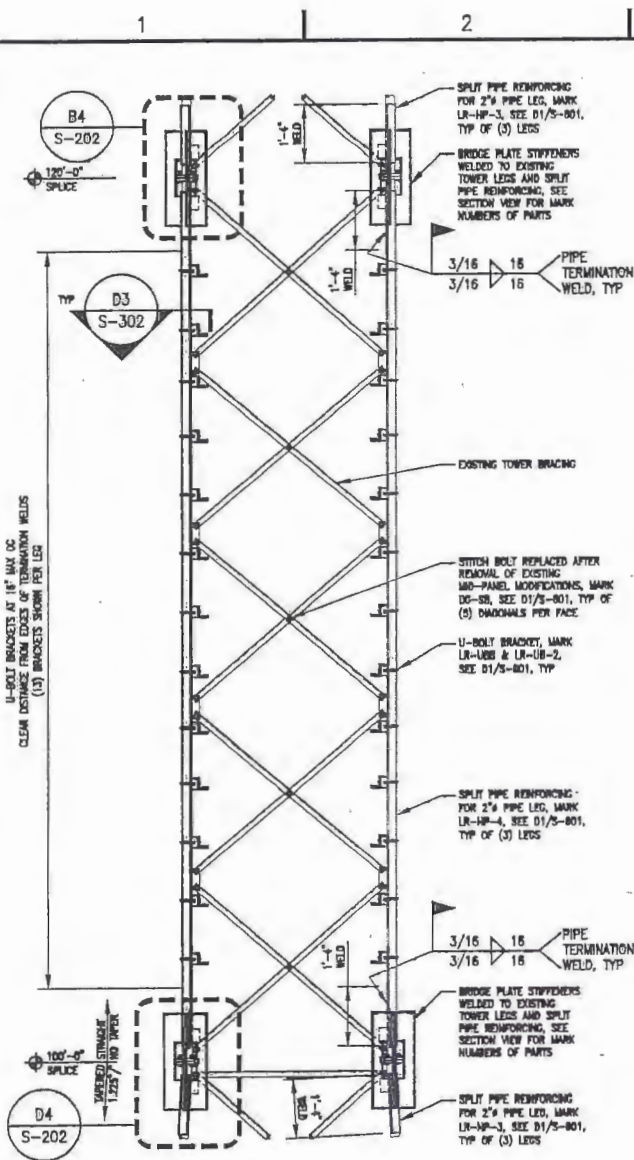
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SHEET INFORMATION:

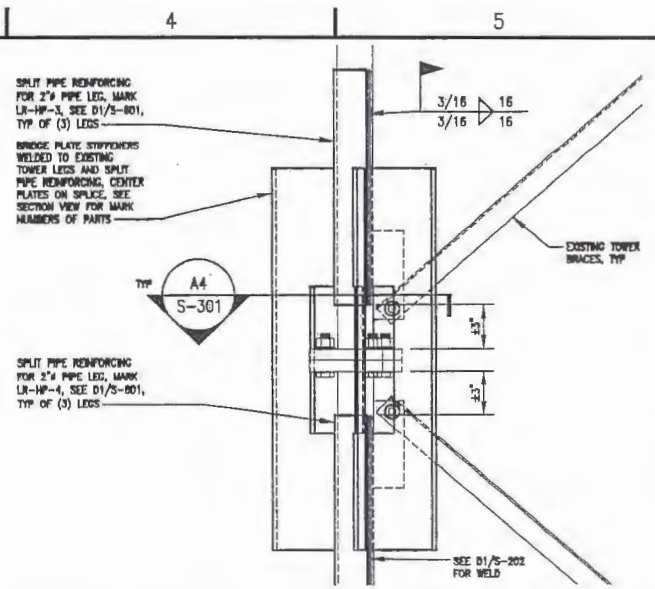
NO. OF SHEETS: 1017335
SHEET NO.: 1017335
PROJECT: S-201

ELEVATION VIEWS

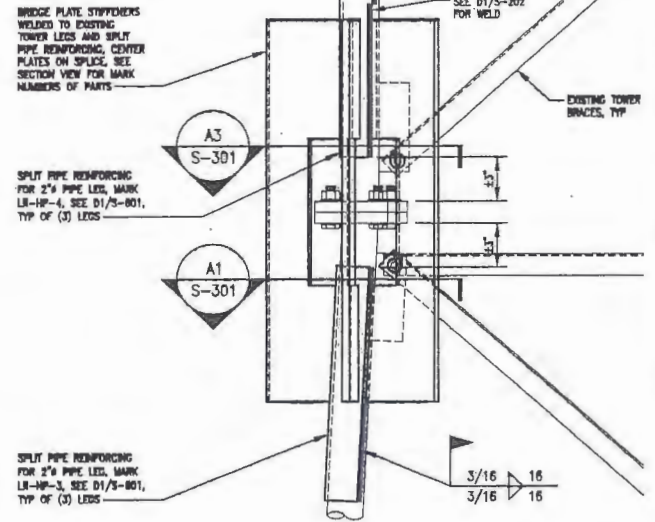
S-201 0



D1 98 FT TO 122 FT - LEG MODIFICATIONS - ELEVATION VIEW
SCALE: 3/8"=1'-0" S-101



B4 120 FT - JUMP KITS - ELEVATION VIEW
SCALE: 1-1/2"=1'-0" S-202



D4 100 FT - JUMP KITS - ELEVATION VIEW
SCALE: 1-1/2"=1'-0" S-202

PLANS PREPARED BY:

1280 BETHORN RD., GARNER, NC 27828
PH: (405) 348-5480 FAX:(405) 341-4825
COA # C-8087; EXP. DATE: 06/30/2016

PLANS PREPARED FOR:

SITE LOCATION:
18 WEST 9TH STREET
SHAWNEE, OK 73102
LATITUDE 36.3808°N
LONGITUDE -97.0546°E

SITE INFORMATION:
JOANNE
OK01368A
RELAY SITE
PER OWNER ONLY SEE PER SUBMITTALS

5/15/15
P.E. # 27278
EXP. DATE: 10/31/2018

REVISIONS:

#	DATE	DESCRIPTION
1	02/12/2010	ISSUED

GRAPHIC SCALES:

SHEET INFORMATION:

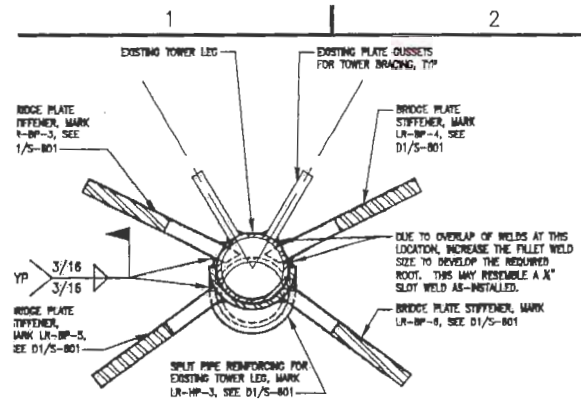
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NO. 1017335

DATE 01/15/15

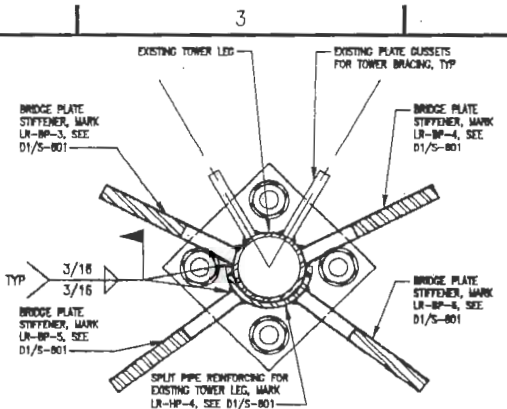
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1017335 S-202 0



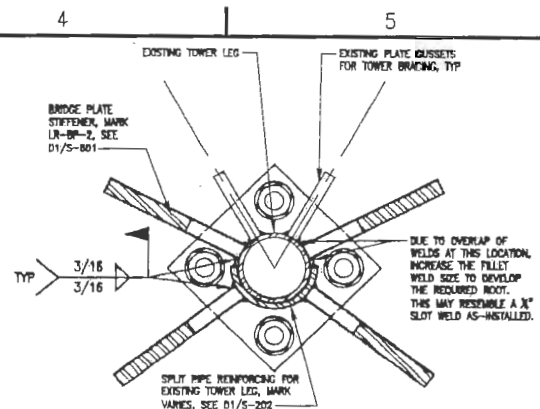
A1 99 FT - JUMP KITS - SECTION VIEW
SCALE: 3"=1'-0"

S-202



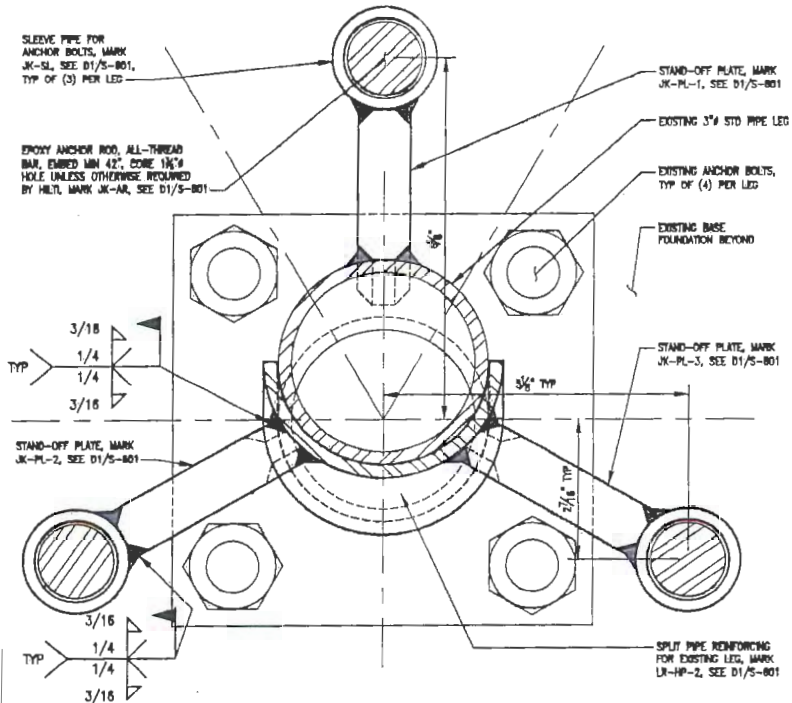
A3 101 FT - JUMP KITS - SECTION VIEW
SCALE: 3"=1'-0"

S-202



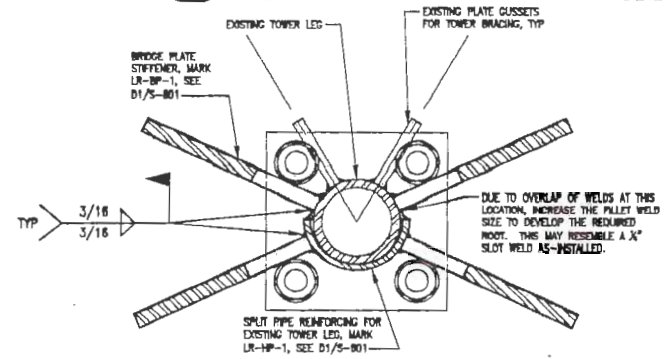
A4 119 FT/121 FT - JUMP KITS - SECTION VIEW
SCALE: 3"=1'-0"

S-202



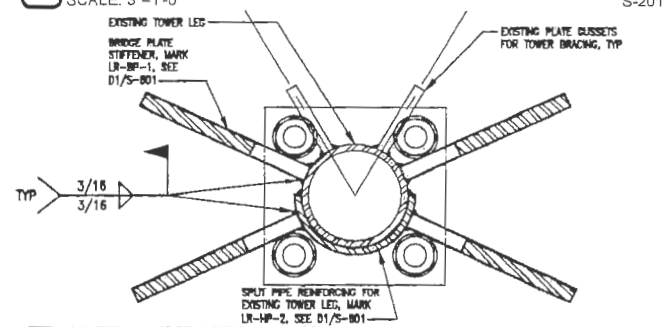
D1 0 FT - JUMP KITS - SECTION VIEW
SCALE: 6"=1'-0"

S-201



C4 21 FT - JUMP KITS - SECTION VIEW
SCALE: 3"=1'-0"

S-201



D4 19 FT - JUMP KITS - SECTION VIEW
SCALE: 3"=1'-0"

S-201

PLANS PREPARED BY:

1250 BENSON RD., GARNER, NC 27529
PH: (408) 348-5480 FAX: (408) 341-4625
COA # C-8087; EXP. DATE: 08/30/2016

PLANS PREPARED FOR:

SITE LOCATION:

18 WEST 8TH STREET
SHAWNEE, OK 73102
LATITUDE: 35.3608W
LONGITUDE: -97.0548E

SITE INFORMATION:

JOANNE
OK01368A

5/15/15
P.E. # 27278
EXP. DATE: 10/31/2018

REVISIONS:

#	DATE	DESCRIPTION
1	02/14/2015	ORIGINAL ISSUE

GRAPHIC SCALES:


SHEET INFORMATION:

SECTION VIEWS

NO. 1017335
DATE: 01/15/15
DRAWN BY: JAE
CHECKED BY: JAE

S-301 0

PLANS PREPARED BY:



1250 BENSON RD., GARNER, NC 27829
 PH: (405) 341-4480 FAX: (405) 341-4825
 COA # C-8087; D.P. DATE: 06/30/2016

PLANS PREPARED FOR:



SITE LOCATION:
 16 WEST 8TH STREET
 SHAWNEE, OK 73102
 LATITUDE: 35.38098°
 LONGITUDE: -97.25482°

SITE INFORMATION:
 JOANNE
 OK01368A
PROFESSIONAL ENGINEER
 FOR STATE ONLY NOT FOR CONSTRUCTION



5/15/15
 P.E. # 27278
 EXP. DATE: 10/31/2018

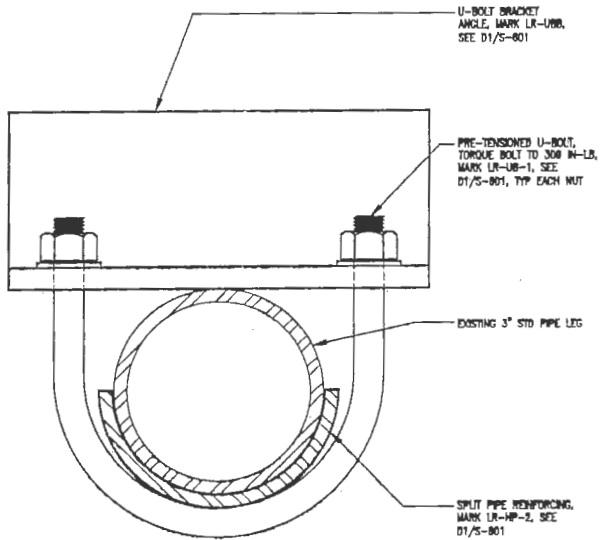
REVISIONS:

NO.	DATE	DESCRIPTION	BY
1	01/12/2015	ISSUE FOR BIDDING	

GRAPHIC SCALES:

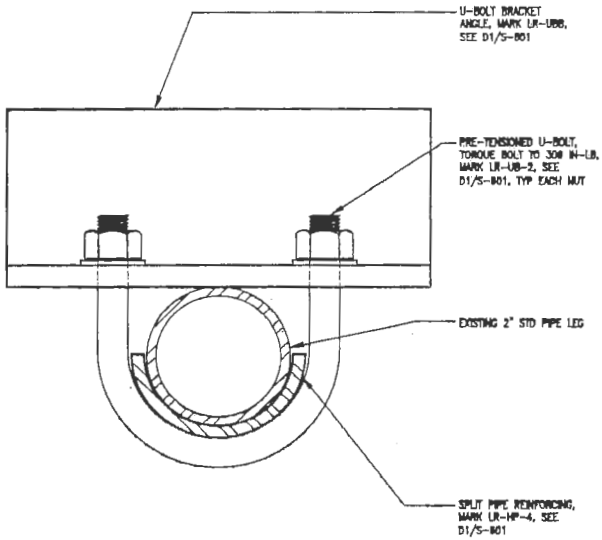
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 SHEET NAME: SECTION VIEWS
 NO.: 1017335
 DATE: 01/12/15
 DRAWN BY: JAL
 CHECKED BY: JAL

S-302 0



D1 0 FT TO 20 FT - TYPICAL LEG REINFORCING - SECTION VIEW
 SCALE: 6"=1'-0"


S-201



D3 100 FT TO 120 FT - TYPICAL LEG REINFORCING - SECTION VIEW
 SCALE: 6"=1'-0"

S-202

PLANS PREPARED BY:



1250 BENSON RD., GARNER, NC 27529
 PH: (405) 348-5480 FAX: (405) 341-4825
 CCA # C-8087; EXP. DATE: 06/30/2016

PLANS PREPARED FOR:



SITE LOCATION:

18 WEST 8TH STREET
 SHAWNEE, OK 73102
 LATITUDE: 35.39086°
 LONGITUDE: -97.09442°

SITE INFORMATION:

JOANNE
 OK01368A



5/15/15
 P.E. # 27276
 EXP. DATE: 10/31/2016

REVISIONS:

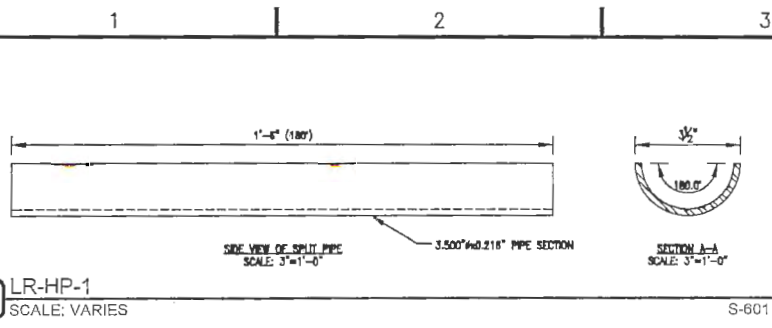
#	DATE	DESCRIPTION
1	05/14/2015	ORIGINAL ISSUE

GRAPHIC SCALES:

SHEET INFORMATION:

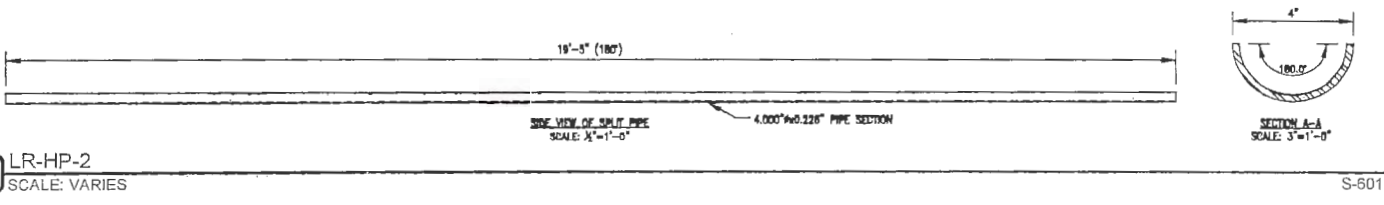
FABRICATION DETAILS

NO.:	1017.335	REV.:	0
DRAWN BY:	JAL	CHECKED BY:	JAL
S-501		0	



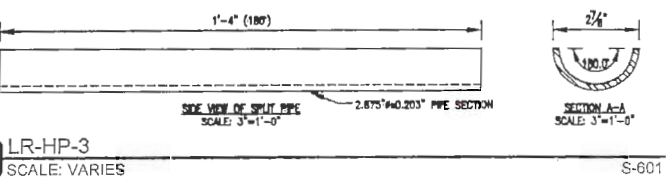
A1

LR-HP-1
SCALE: VARIES



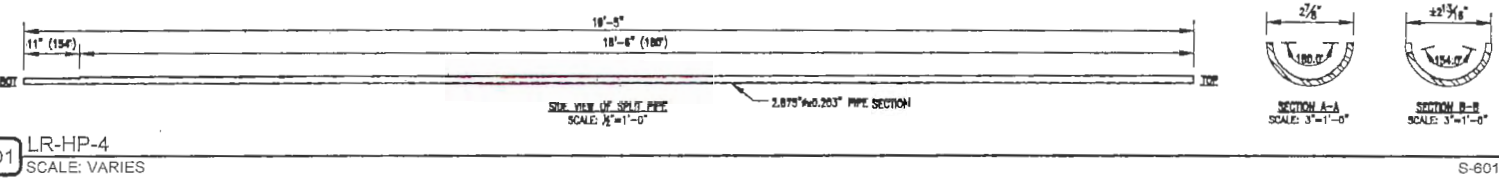
B1

LR-HP-2
SCALE: VARIES



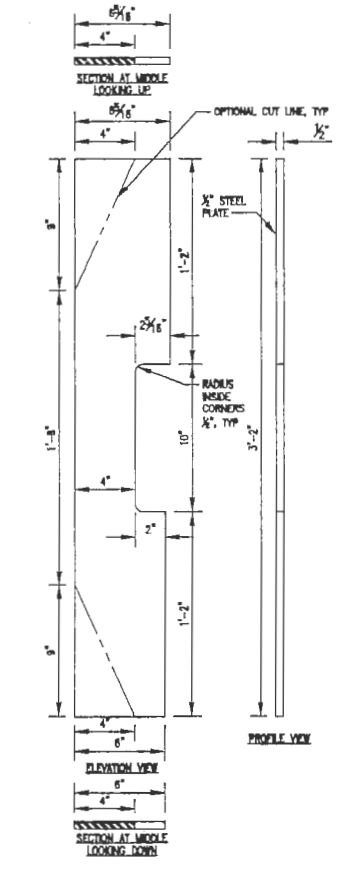
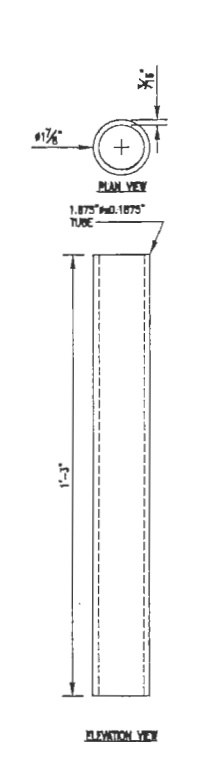
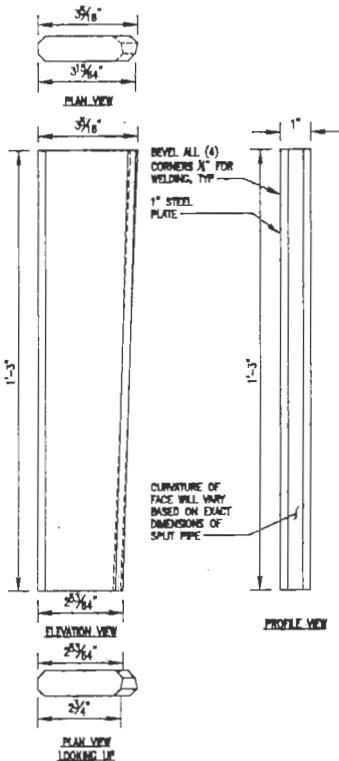
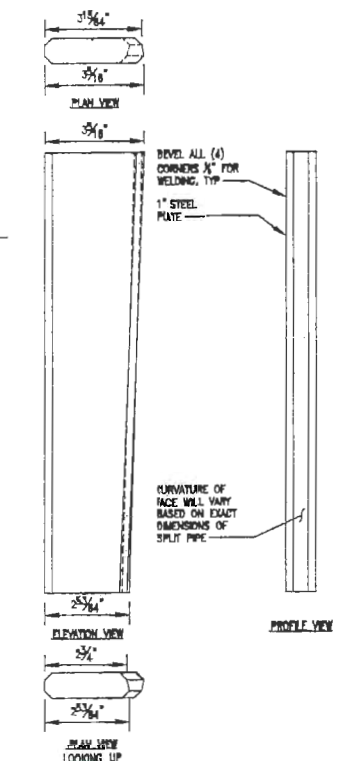
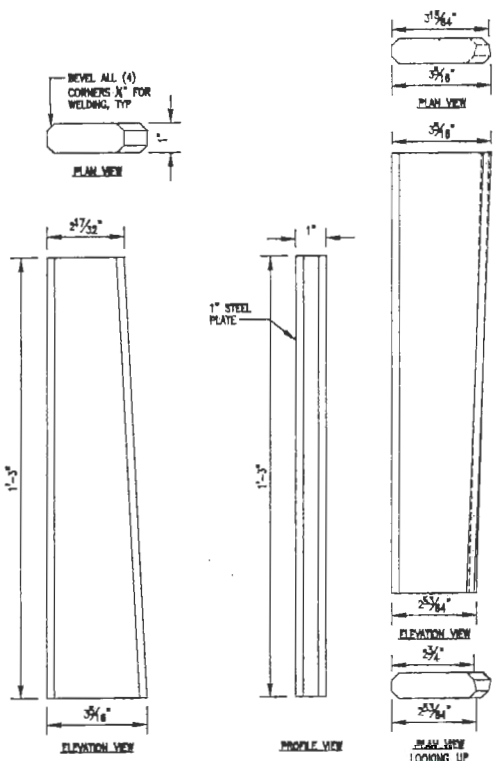
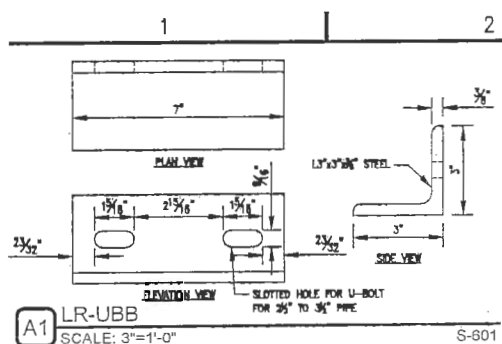
C1


LR-HP-3
SCALE: VARIES



D1

LR-HP-4
SCALE: VARIES



PLANS PREPARED BY:

 1250 BENSON RD. GARNER, NC 27529
 PH: (408) 348-5480 FAX: (408) 341-4875
 COA # C-8087, EXP. DATE: 06/30/2016

PLANS PREPARED FOR:


SITE LOCATION:
 16 WEST 8TH STREET
 SHAWNEE, OK 73102
 LATITUDE 35.380949
 LONGITUDE -97.654892

SITE INFORMATION:
 JOANNE
 OK01368A
 PROVISIONAL ONLY
 FOR QUOTE ONLY, NOT FOR CONSTRUCTION


 5/15/15
 P.E. # 27278
 EXP. DATE: 10/31/2016

REVISIONS:

#	DATE	DESCRIPTION
1	05/14/2015	GENERAL NOTE

GRAPHIC SCALES:

SHEET INFORMATION:
 FABRICATION DETAILS
 SHEET NO. 1017335
 PROJECT NO. S-502 0
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

PLANS PREPARED BY:




1250 BENSON RD., GARNER, NC 27529
 PH: (405) 348-5480 FAX: (405) 341-4625
 CCA # C-6067; EXP. DATE: 06/30/2016

PLANS PREPARED FOR:



SITE LOCATION:
 16 WEST 9TH STREET
 SHARPEE, OK 73102
 LATITUDE 35.36098°
 LONGITUDE -97.05482°

SITE INFORMATION:
 JOANNE
 OK01368A
ISSUANCE FILE FOR SHARPEE ONLY NOT FOR SHARPEE



5/15/15
 P.E. # 27278
 EXP. DATE: 10/31/2018

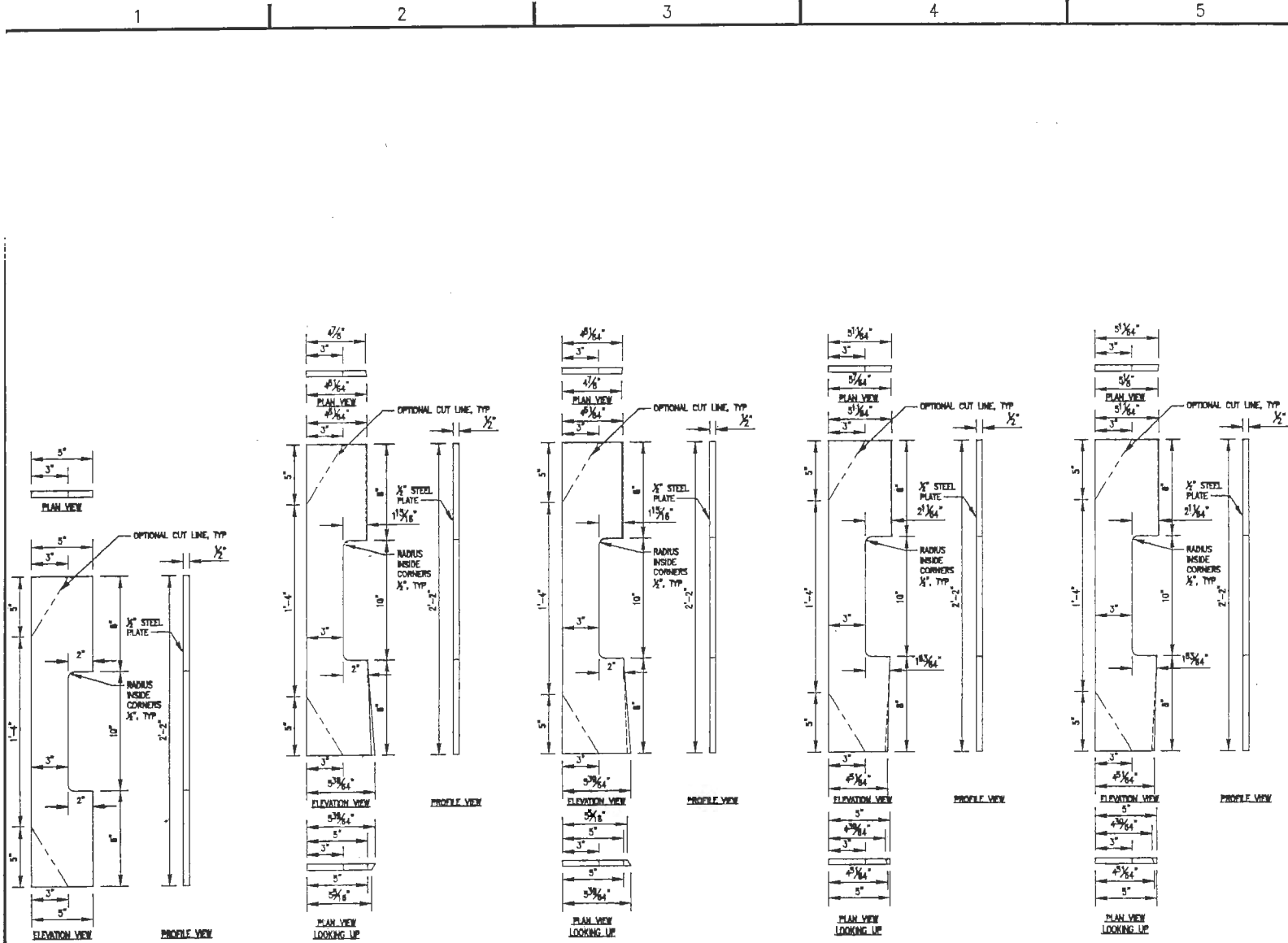
REVISIONS:

#	DATE	DESCRIPTION
1	05/14/2015	ISSUED FOR FABRICATION

GRAPHIC SCALES:

SHEET INFORMATION:
 FABRICATION DETAILS

NO. 2	1017335	REV. 1	0
SEARCH FOR ALL	S-503 0		
CHECKED BY: []	[]		



D1 JK-BP-2
 SCALE: 1-1/2"=1'-0" S-601

D2 JK-BP-3
 SCALE: 1-1/2"=1'-0" S-601

D3 JK-BP-4
 SCALE: 1-1/2"=1'-0" S-601

D4 JK-BP-5
 SCALE: 1-1/2"=1'-0" S-601

D5 JK-BP-6
 SCALE: 1-1/2"=1'-0" S-601

PLANS PREPARED BY:



CLS Group
ENGINEERING

1250 BENSON RD., GARNER, NC 27529
PH: (405) 348-5480 FAX: (405) 341-4825
COA # C-8087; EXP. DATE: 06/30/2016

PLANS PREPARED FOR:




SITE LOCATION:

16 WEST 8TH STREET
SHAWNEE, OK 73102
LATITUDE 35.360889°
LONGITUDE -97.264892°

SITE INFORMATION:

JOANNE
OK01368A



5/15/15
P.E. # 27278
EXP. DATE: 10/31/2016

REVISIONS:

#	DATE	DESCRIPTION
1	05/14/2015	ISSUED

GRAPHIC SCALES:

SHEET INFORMATION:

PROJECT NAME: BILL OF MATERIALS

NO. 1017335

REVISED BY: JLL

DATE: 5/15/15

SCALE: S-601 0

BILL OF MATERIALS				
MARK #	DESCRIPTION	QUANTITY*	MATERIAL	DETAIL
LR-BP-1	BRIDGE PLATE TO BE WELDED TO EXISTING TOWER LEGS AND SPLIT PIPE REINFORCING TO BRIDGE FLANGE AND IMPROVE RUPTURE CAPACITY OF TOWER LEGS.	12	1/2" STEEL PLATE	D5/S-302
LR-BP-2	BRIDGE PLATE TO BE WELDED TO EXISTING TOWER LEGS AND SPLIT PIPE REINFORCING TO BRIDGE FLANGE AND IMPROVE RUPTURE CAPACITY OF TOWER LEGS.	12	1/2" STEEL PLATE	D1/S-303
LR-BP-3	BRIDGE PLATE TO BE WELDED TO EXISTING TOWER LEGS TO BRIDGE FLANGE AND IMPROVE RUPTURE CAPACITY OF TOWER LEGS.	3	1/2" STEEL PLATE	D2/S-503
LR-BP-4	BRIDGE PLATE TO BE WELDED TO EXISTING TOWER LEGS TO BRIDGE FLANGE AND IMPROVE RUPTURE CAPACITY OF TOWER LEGS.	3	1/2" STEEL PLATE	D3/S-503
LR-BP-5	BRIDGE PLATE TO BE WELDED TO SPLIT PIPE REINFORCING TO BRIDGE FLANGE AND IMPROVE RUPTURE CAPACITY OF TOWER LEGS.	3	1/2" STEEL PLATE	D4/S-503
LR-BP-6	BRIDGE PLATE TO BE WELDED TO SPLIT PIPE REINFORCING TO BRIDGE FLANGE AND IMPROVE RUPTURE CAPACITY OF TOWER LEGS.	3	1/2" STEEL PLATE	D5/S-503
LR-HP-1	SPLIT PIPE REINFORCING TO BE APPLIED TO EXISTING 2 1/2" PIPE LEG.	3	3,500*#60.218" PIPE	A1/S-501
LR-HP-2	SPLIT PIPE REINFORCING TO BE APPLIED TO EXISTING 3" PIPE LEG.	3	4,000*#60.228" PIPE	B1/S-501
LR-HP-3	SPLIT PIPE REINFORCING TO BE APPLIED TO EXISTING 2" PIPE LEG.	8	2,875*#60.203" PIPE	C1/S-501
LR-HP-4	SPLIT PIPE REINFORCING TO BE APPLIED TO EXISTING 2" PIPE LEG.	3	2,875*#60.203" PIPE	D1/S-501
LR-UBB	ANGLE BRACKET TO SECURE SPLIT PIPE REINFORCING AGAINST EXISTING TOWER LEG VIA THE USE OF U-BOLTS.	80	L3"x3"x1/4"	A1/S-502
LR-UB-1	U-BOLT TO SECURE SPLIT PIPE REINFORCING TO EXISTING TOWER LEG. U-BOLT SHALL INCLUDE TWO NUTS AND TWO EXTRA-THICK (3/4" THICK) WASHERS.	30	3/4" U-BOLT WITH 3/4" CLEAR INSIDE WIDTH	-
LR-UB-2	U-BOLT TO SECURE SPLIT PIPE REINFORCING TO EXISTING TOWER LEG. U-BOLT SHALL INCLUDE TWO NUTS AND TWO EXTRA-THICK (3/4" THICK) WASHERS.	30	3/4" U-BOLT WITH 3" CLEAR INSIDE WIDTH	-
DG-3B	STRUCTURAL BOLT TO REPLACE EXISTING SWITCH BOLT. FILL THE SPACE BETWEEN THE EXISTING DIAGONALS WITH STACKED WASHERS. THE BOLT SHALL INCLUDE ONE NUT AND ONE LOCK WASHER PLUS FLAT WASHERS AS REQUIRED TO FILL GAP BETWEEN DIAGONALS.	24	3/4"x1/4" STRUCTURAL BOLT	-
JK-PL-1	JUMP KIT STAND-OFF PLATE TO BE WELDED TO EXISTING TOWER LEG AND ANCHOR BOLT SLEEVE.	3	1" STEEL PLATE	D1/S-502
JK-PL-2	JUMP KIT STAND-OFF PLATE TO BE WELDED TO SPLIT PIPE REINFORCING AND ANCHOR BOLT SLEEVE.	3	1" STEEL PLATE	D2/S-502
JK-PL-3	JUMP KIT STAND-OFF PLATE TO BE WELDED TO SPLIT PIPE REINFORCING AND ANCHOR BOLT SLEEVE.	3	1" STEEL PLATE	D3/S-502
JK-SL	SLEEVE TO BE WELDED TO STAND-OFF PLATES FOR JUMP KIT.	8	1.875*#60.1875" TUBE	D4/S-502
JK-AB	THREADED ROD TO BE EPOXIED INTO EXISTING BASE FOUNDATION OF TOWER. ROD SHALL INCLUDE TWO NUTS AND TWO EXTRA-THICK (3/4" THICK) FLAT WASHERS.	9	1 1/2"x7/2" THREADED ROD	-

* HARDWARE QUANTITIES SHOWN DO NOT INCLUDE EXTRAS. QUANTITIES MAY VARY (E.G. IF ADDITIONAL U-BOLT BRACKETS ARE REQUIRED DUE TO EXISTING OBSTRUCTIONS OR EQUIPMENT)

D1 BILL OF MATERIALS
SCALE: NONE

S-101, S-201, S-202, S-301, S-302

Regular Board of Commissioners

1. e.

Meeting Date: 08/17/2015

Main Street Streetscape

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to advertise for bids for the Main Street Streetscape project.

Attachments

Streetscape

Mayor
WES MAINORD



The City of Shawnee
Engineering Department
222 N. Broadway Ave
Shawnee, Oklahoma 74801
(405) 878-1660
www.ShawneeOK.org

Commissioners

LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHAEL DYKSTRA

MEMORANDUM

Date: August 13, 2015

To: Justin Erickson, City Manager

From: John Krywicki, P.E., City Engineer *J.K.*

Re: Request Authorization to Advertise for Bids the Main Street Streetscape Project

Staff is requesting authorization to advertise for bids the City's Main Street Streetscape Project from Beard to Oklahoma. The City will be receiving an enhancement grant (\$400,000) from ODOT towards the construction of the Main Street Streetscape Project, and we have received official approval from ODOT staff that our design plans have been approved and the project can be let for bids (see attached ODOT letter dated 7/30/2015).

Estimated construction costs of project is at \$2.6 million (see attached detailed quantity estimate), and funding will come from the 302 Street Fund Account, the TIFF District Fund Account, ODOT Grant, and from SMA for the waterline relocation costs. Available funding for project is + \$2.7 million (see attached pages 16, 27, & 28 of the Shawnee Budget FY 2015-2016).

If authorization is given the following schedule will be set;

- August 19, 2015—Advertise to Paper
- Septemeber 9, 2015—Prebid Meeting
- September 21, 2015—Bid Opening at Commission Meeting
- October 5, 2015—Bid Award at Commission Meeting
- October 21, 2015—PreWork Conf. w/ Contractor
- TBD—date for "Notice to Proceed" issuance

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



OKLAHOMA DEPARTMENT OF TRANSPORTATION
Local Government Division
200 N.E. 21st Street
Oklahoma City, OK 73105-3204

July 30, 2015

John Krywiki
City of Shawnee
PO Box 1448
Shawnee, OK 74802

Dear Mr. Krywiki:

I am corresponding with reference to The City of Shawnee Main Street Streetscape Enhancement Project Phase II, Federal-Aid Project No. STP-163E(358)EH. State Job Piece No. 28812(04).

We have reviewed the submitted plan set and attached bid documents on the subject project and all items appear to be in order. You may regard this correspondence as approval to go to bid on the afore mentioned project.

The date and location of the pre-bid conference shall be coordinated with Departmental staff.

After the bid opening and recognition of the apparent low bidder, please forward to my office a recommendation from the City to award the bid along with bid tab sheets and the low bidder's bid documents. We will review the bid tabulations and bid documents and forward a concurrence letter to the City authorizing the execution of the construction contract. The City should then forward one copy of the executed construction agreement to my office.

If you have any questions, or comments please feel free to call on me at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "Matt VanAuken".

Matt VanAuken
Local Government Division

**112 TAX INCREMENT FINANCE FUND
2015-2016 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
4008	AD VALOREM TAXES	104,635	54,052	90,000	49,722	50,000
	TOTAL TAXES	104,635	54,052	90,000	49,722	50,000
4701	INTEREST INCOME	-	-	500	-	-
	TOTAL INTEREST INCOME	-	-	500	-	-
	TOTAL REVENUES	104,635	54,052	90,500	49,722	50,000
	BEGINNING FUND BALANCE	360,270	464,905	518,957	518,957	568,679
	TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE	464,905	518,957	609,457	568,679	618,679
	EXPENSES					500
	ESTIMATED ENDING FUND BALANCE	464,905	518,957	609,457	568,679	618,179
	TOTAL USE OF FUNDS	464,905	518,957	609,457	568,679	618,679

**302 STREETS IMPROVEMENT FUNDS
2015-2016 BUDGET EXPENSES**

DESCRIPTION	ACTUAL 2012-2013	ACTUAL 2013-2014	BUDGET 2014-2015	ESTIMATED YEAR END	PROPOSED 2015-2016
PLANNING			-		-
ENGINEERING	1,144,544	608,660	520,000	675,000	472,838
STREET PROJECT- OVERLAY PROJECTS	2,609,269	559,675	3,580,000	295,000	4,255,177
STREET REHAB PROJECTS	1,329,451	368,853	750,000	375,000	1,697,801
OTHER PROJECTS	565,626	16,098	1,900,000	178,500	1,900,000
STREETS	-	-	249,000	550,000	249,000
TRAFFIC CONTROL	79,098	5,368	-	5,500	150,000
TRANSERS	100,000	100,000	100,000	100,000	100,000
PROPOSED NEW DEBT				-	
TOTAL	5,827,988	1,802,754	7,099,000	2,179,000	8,824,816
FUND BALANCE	4,835,021	4,835,021	1,628,229	5,569,621	2,018,672
TOTAL USES OF FUNDS	10,663,009	6,637,775	8,727,229	7,748,621	10,843,488

	ROLLOVER	NEW MONEY
ADA CITY WIDE SIDEWALK/RAMP		\$ 250,000.00
ADA HANDICAP RAMPS	\$ 222,838.00	
AVEDIS SIDEWALK PROJECT	\$ 894,742.00	
TRAFFIC SIGNALS		\$ 75,000.00
TRAFFIC STRIPPING		\$ 150,000.00
KICKAPOO SPUR TO FARRALL	\$ 1,600,000.00	
KICKAPOO SPUR TO FARRALL		\$ 1,000,000.00
MAINSTREE STREETScape	\$ 1,796,981.00	
PECAN GROVE ROAD	\$ 437,454.00	
REHAB ASPHALT	\$ 400,000.00	\$ 475,000.00
REHAB CONCRETE		\$ 450,000.00
REPAIR BRIDGE MAINT	\$ 400,000.00	
STREET REPAIRS 14-15	\$ 72,801.00	
STREET REPAIRS 15-16		\$ 350,000.00
TRAFFIC CONTROL SIGNAGE		\$ 250,000.00

\$ 5,824,816.00 \$ 3,000,000.00

302 FUND → 1,796,981
 TIFF DIST → 560,679
 \$ 2,365,660
 + SMA (WATERLINE) 352,530
 AVAIL FUNDING \$ 2,718,190.00

Main St Streetscape - Base Bid					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
REMOVALS					
1	Remove Pavement	14,000.00	S.Y.	25.00	350,000.00
2	Remove Sidewalk	5,308.00	S.Y.	7.00	37,156.00
3	Remove Tree	26.00	EA.	500.00	13,000.00
4	Remove Storm Sewer Inlet	45.00	EA.	150.00	6,750.00
5	Remove Storm Sewer Manhole	9.00	EA.	200.00	1,800.00
6	Remove 8" Storm Sewer Pipe	262.00	L.F.	5.00	1,310.00
7	Remove 12" Storm Sewer Pipe	569.00	L.F.	6.00	3,414.00
8	Remove 15" Storm Sewer Pipe	19.00	L.F.	7.00	133.00
9	Remove 18" Storm Sewer Pipe	244.00	L.F.	8.00	1,952.00
10	Remove 36" Storm Sewer Pipe	80.00	L.F.	10.00	800.00
11	Remove & Reset Trash Cans	13.00	EA.	50.00	650.00
12	Remove Bench	9.00	EA.	50.00	450.00
Group Sum					417,415.00
Cost %					15.95%
PAVING					
13	8" Concrete Paving	8,835.00	S.Y.	50.00	441,750.00
14	8" Concrete Paving (Colored)(Stamped)	2,630.00	S.Y.	75.00	197,250.00
15	6" Integral Curb	5,996.00	L.F.	9.00	53,964.00
16	10" CKD Subgrade	13,000.00	S.Y.	6.00	78,000.00
17	Select Borrow	1,850.00	C.Y.	15.00	27,750.00
18	Unclassified Excavation	300.00	C.Y.	10.00	3,000.00
19	4" P.C. Concrete Sidewalk	4,647.00	S.Y.	35.00	162,645.00
20	Brick Sidewalk Border	1,649.00	S.Y.	60.00	98,940.00
21	Granite Sidewalk	60.00	S.F.	35.00	2,100.00
22	Remove & Reset Granite Sidewalk	70.00	S.F.	15.00	1,050.00
23	Concrete Sidewalk Curb Ramp (Standard)	53.00	EA.	600.00	31,800.00
24	Concrete Sidewalk Curb Ramp (Custom)	1.00	EA.	3,000.00	3,000.00
25	Steel Roof Drains	26.00	L.F.	20.00	520.00
Group Sum					1,101,769.00
Cost %					42.09%
STORM SEWER					
26	18" RCP	1,256.00	L.F.	50.00	62,800.00
27	36" RCP	80.00	L.F.	100.00	8,000.00
28	3'x5'x2' Blind Junction Box	1.00	EA.	5,000.00	5,000.00
29	Spec. CICI Inlet (Design #2)	1.00	EA.	7,000.00	7,000.00
30	CICI Inlet (Des 2-0)	32.00	EA.	2,700.00	86,400.00
31	4' Dia Storm Sewer Manhole	13.00	EA.	1,200.00	15,600.00
32	Adjust Manhole to Grade	1.00	EA.	1,000.00	1,000.00
Group Sum					185,800.00
Cost %					7.10%
WATERLINE					
33	14" Waterline (PVC)	122.00	L.F.	100.00	12,200.00
34	12" Waterline (PVC)	2,050.00	L.F.	100.00	205,000.00
35	6" Waterline (PVC)	388.00	L.F.	65.00	25,220.00
36	4" Waterline (PVC)	10.00	L.F.	65.00	650.00
37	Fire Hydrant Assembly	5.00	EA.	4,000.00	20,000.00
38	14"x14" Tapping Sleeve	2.00	EA.	1,100.00	2,200.00
39	12"x12" Tapping Sleeve	2.00	EA.	900.00	1,800.00
40	10"x10" Tapping Sleeve	1.00	EA.	800.00	800.00
41	6"x6" Tapping Sleeve	5.00	EA.	700.00	3,500.00
42	4"x4" Tapping Sleeve	2.00	EA.	600.00	1,200.00
43	14" Tapping Valve & Box	2.00	EA.	2,200.00	4,400.00
44	12" Tapping Valve & Box	2.00	EA.	2,000.00	4,000.00
45	10" Tapping Valve & Box	1.00	EA.	1,300.00	1,300.00
46	6" Tapping Valve & Box	5.00	EA.	1,200.00	6,000.00

Main St Streetscape - Base Bid					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
47	4" Tapping Valve & Box	2.00	EA.	1,100.00	2,200.00
48	14" Gate Valve & Box	2.00	EA.	3,000.00	6,000.00
49	12" Gate Valve & Box	12.00	EA.	2,500.00	30,000.00
50	6" Gate Valve & Box	13.00	EA.	1,500.00	19,500.00
51	14"x12" Cross	1.00	EA.	3,000.00	3,000.00
52	12"x12" Cross	1.00	EA.	3,000.00	3,000.00
53	12"x6" Cross	3.00	EA.	2,000.00	6,000.00
54	12"x4" Cross	1.00	EA.	2,000.00	2,000.00
55	14"x14" Tee	2.00	EA.	1,200.00	2,400.00
56	12"x12" Tee	2.00	EA.	1,000.00	2,000.00
57	12"x10" Tee	1.00	EA.	800.00	800.00
58	12"x6" Tee	6.00	EA.	800.00	4,800.00
59	6"x6" Tee	5.00	EA.	300.00	1,500.00
60	6"x4" Tee	2.00	EA.	300.00	600.00
61	4"x45° Bend	1.00	EA.	100.00	100.00
62	12"x45° Bend	2.00	EA.	600.00	1,200.00
63	6"x22 1/2° Bend	12.00	EA.	300.00	3,600.00
64	12"x22 1/2° Bend	8.00	EA.	600.00	4,800.00
65	14"x22 1/2° Bend	4.00	EA.	600.00	2,400.00
66	12"x6" Reducer	1.00	EA.	500.00	500.00
67	14" Cap	2.00	EA.	200.00	400.00
68	12" Cap	3.00	EA.	200.00	600.00
69	6" Cap	7.00	EA.	150.00	1,050.00
70	14" Plug	4.00	EA.	200.00	800.00
71	12" Plug	10.00	EA.	200.00	2,000.00
72	10" Plug	2.00	EA.	200.00	400.00
73	6" Plug	10.00	EA.	150.00	1,500.00
74	4" Plug	4.00	EA.	150.00	600.00
75	6" Solid Sleeve	1.00	EA.	150.00	150.00
76	4" Solid Sleeve	2.00	EA.	100.00	200.00
77	14" Megalug	22.00	EA.	250.00	5,500.00
78	12" Megalug	69.00	EA.	200.00	13,800.00
79	10" Megalug	4.00	EA.	150.00	600.00
80	6" Megalug	78.00	EA.	100.00	7,800.00
81	4" Megalug	14.00	EA.	80.00	1,120.00
82	Single Short Service	3.00	EA.	400.00	1,200.00
83	Remove & Reset Water Meter	3.00	EA.	300.00	900.00
84	Remove 12" Plug	2.00	EA.	200.00	400.00
85	Remove Valve Box	18.00	EA.	100.00	1,800.00
86	Remove Fire Hydrant Assembly	5.00	EA.	500.00	2,500.00
87	Adjust to Grade Valve Box	1.00	EA.	200.00	200.00
88	Testing & Disinfection	1.00	L.S.	5,000.00	5,000.00
				Group Sum	433,190.00
				Cost %	16.55%
LIGHTING					
89	Pole Foundation (Concrete 18"x48")	46.00	EA.	500.00	23,000.00
90	Deep Connection Box (OG&E #1015200)	46.00	EA.	350.00	16,100.00
				Group Sum	39,100.00
				Cost %	1.49%
MISC					
91	Bike Rack	20.00	EA.	400.00	8,000.00
92	Erosion Control	1.00	L.S.	2,500.00	2,500.00
93	Mobilization	1.00	L.S.	20,000.00	20,000.00
94	Construction Staking	1.00	L.S.	5,000.00	5,000.00
				Group Sum	35,500.00
				Cost %	1.36%
TRAFFIC					
95	2" PVC Sch. 40 Plastic Conduit (Trenched)	8,100.00	L.F.	5.00	40,500.00
96	3" PVC Sch. 40 Plastic Conduit (Trenched)	1,250.00	L.F.	8.00	10,000.00

Main St Streetscape - Base Bid					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
97	Pull Box (Size I)	15.00	EA.	350.00	5,250.00
98	Pull Box (Size II)	5.00	EA.	400.00	2,000.00
99	Structural Concrete	12.00	C.Y.	500.00	6,000.00
100	Reinforcing Steel	1,800.00	LBS.	1.55	2,790.00
101	Removal of Traffic Signal Equipment	1.00	L.S.	18,000.00	18,000.00
102	32' MH Pole, 25' TS & 10' LMA (G.STL.)	2.00	EA.	4,200.00	3,400.00
103	32' MH Pole, 35' TS & 10' LMA (G.STL.)	2.00	EA.	4,700.00	3,400.00
104	10' MTG. HT. TS PED Pole (G.STL.)	4.00	EA.	3,000.00	12,000.00
105	Roadway Luminaire	4.00	EA.	400.00	1,600.00
106	Service Pole	1.00	EA.	300.00	300.00
107	1/C No. 6 Elect. Cond.	200.00	L.F.	2.15	430.00
108	1/C No. 10 Elect. Cond.	1,120.00	L.F.	1.00	1,120.00
109	Traffic Signal Controller Assembly	1.00	EA.	28,000.00	28,000.00
110	Detection System (Video)	1.00	L.S.	31,500.00	31,500.00
111	Pedestrian Push Button	8.00	EA.	150.00	1,200.00
112	1Way3Sec. Adj. Sig. Hd. S-6	8.00	EA.	550.00	4,400.00
113	1Way4Sec. Adj. Sig. Hd. S-16	2.00	EA.	870.00	1,740.00
114	1Way2Sec. Adj. Ped. Sig. Hd. S-20	8.00	EA.	650.00	5,200.00
115	Backplate	10.00	EA.	100.00	1,000.00
116	5/C Traffic Signal Electrical Cable	1,140.00	L.F.	2.05	2,337.00
117	7/C Traffic Signal Electrical Cable	250.00	L.F.	2.45	612.50
118	21/C Traffic Signal Electrical Cable	700.00	L.F.	5.00	3,500.00
119	2/C Shielded Loop Detector Lead-In Cable	50.00	L.F.	2.50	125.00
120	E.P.S. Optical Emitter	1.00	EA.	700.00	700.00
121	E.P.S. Optical Detector	4.00	EA.	600.00	2,400.00
122	E.P.S. Optical Detector Cable	950.00	L.F.	2.50	2,375.00
123	E.P.S. 2 Channel Phase Selector	2.00	EA.	1,500.00	3,000.00
124	Mast Arm Mounted Signs (Alum.)	57.00	S.F.	40.00	2,280.00
125	Sheet Aluminum Signs	257.00	S.F.	13.00	3,341.00
126	Stop Sign Assembly	20.00	EA.	1,500.00	30,000.00
127	Handicap Sign Assembly	12.00	EA.	1,000.00	12,000.00
128	Speed Limit Sign Assembly	4.00	EA.	1,000.00	4,000.00
129	Traffic Stripe (Multi Polymer) (4" Wide) (White)	3,550.00	L.F.	0.25	887.50
130	Traffic Stripe (Multi Polymer) (24" Wide) (White)	328.00	L.F.	12.50	4,100.00
131	Traffic Stripe (Multi Polymer) (4" Wide) (Yellow)	3,110.00	L.F.	0.25	777.50
132	Traffic Stripe (Multi Polymer) (Arrows) (White)	4.00	EA.	250.00	1,000.00
133	Traffic Symbols (Handicap Parking)	12.00	EA.	300.00	3,600.00
134	Traffic Control	1.00	L.S.	5,000.00	5,000.00
Group Sum					272,865.50
Cost %					10.42%
LANDSCAPING					
135	Rose Creek' Abelia (GAL. 3)	19.00	EA.	41.00	779.00
136	Crimson Pygmy' Barberry (gal. 3)	11.00	EA.	37.00	407.00
137	Wintergreen' Boxwood (gal. 3)	30.00	EA.	22.00	660.00
138	Feather Reed Grass (gal. 5)	53.00	EA.	51.00	2,703.00
139	Elaeagnus (gal. 5)	19.00	EA.	56.00	1,064.00
140	Purpleleaf Wintercreeper (gal. 1)	143.00	EA.	11.80	1,687.40
141	Red Yucca (gal. 5)	16.00	EA.	54.00	864.00
142	Carissa' Holly (gal. 3)	51.00	EA.	26.00	1,326.00
143	Dwarf Yaupon Holly (gal. 3)	115.00	EA.	28.00	3,220.00
144	Saybrook Gold' Juniper (gal. 5)	17.00	EA.	52.00	884.00
145	Sea Green' Juniper (gal. 5)	5.00	EA.	49.00	245.00
146	Blue Pacific' Juniper (gal. 3)	108.00	EA.	35.00	3,780.00
147	Blue Rug' Juniper (gal. 3)	32.00	EA.	35.00	1,120.00
148	Mini Arcadia' Juniper (gal. 5)	22.00	EA.	54.00	1,188.00
149	Skandia' Juniper (gal. 5)	11.00	EA.	54.00	594.00

Main St Streetscape - Base Bid					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
150	Grey Owl' Juniper (gal. 5)	36.00	EA.	46.00	1,656.00
151	Pokomoke' Crapemyrtle (gal. 5)	35.00	EA.	51.00	1,785.00
152	Big Blue' Liriope (gal. 1)	622.00	EA.	6.30	3,918.60
153	Variegata' Liriope (gal. 1)	267.00	EA.	9.00	2,403.00
154	Maiden Grass (gal. 5)	5.00	EA.	49.00	245.00
155	Firepower' Nanadina (gal. 3)	37.00	EA.	42.00	1,554.00
156	Flirt' Nandina (gal. 3)	9.00	EA.	39.00	351.00
157	Gulfstream' Nandina (gal. 3)	84.00	EA.	43.00	3,612.00
158	Mondo Grass (gal. 1)	431.00	EA.	12.00	5,172.00
159	Hameln' Grass (gal. 3)	99.00	EA.	36.00	3,564.00
160	Pinkie' Indian Hawthorn (gal. 5)	12.00	EA.	50.00	600.00
161	Taxodium Disticum, Shawnee Brave Tree (3 1/2" - 4" Cal.)	10.00	EA.	1,200.00	12,000.00
162	Pistacia Chinensis, (3 1/2" - 4" Cal.)	10.00	EA.	1,200.00	12,000.00
163	Tree Grate (60"x60")	20.00	EA.	1,500.00	30,000.00
164	Landscaping Irrigation System (Solar Powered)	5.00	EA.	6,500.00	32,500.00
				Group Sum	131,882.00
				Cost %	5.04%
TOTAL					\$2,617,521.50

Regular Board of Commissioners

3.

Meeting Date: 08/17/2015

Discuss and consider special call

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discuss and consider setting one or more special call meetings with regard to:

Regular Board of Commissioners

3. a.

Meeting Date: 08/17/2015

Park Master Plan

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Park Master Plan; and

Regular Board of Commissioners

3. b.

Meeting Date: 08/17/2015

Workshop city projects

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Workshop to discuss to city projects, goals, long term needs, and funding options.

Regular Board of Commissioners

4.

Meeting Date: 08/17/2015

Prelim plat for Shawnee Auto Mall

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a Preliminary Plat for Shawnee Auto Mall located on Shawnee Mall Drive, east of Union Street. Case #S09-15 Applicant: Huitt-Zollars, Inc.

Attachments

Prelim Plat Shawnee Auto Mall

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Huitt-Zollars,INC
FOR: Preliminary Plat for Shawnee Auto Mall
LOCATION: Shawnee Mall Drive, East of Union Street
PROJECT# 150353 CASE# S09-15

PLANNING COMMISSION MEETING DATE: August 5th, 2015

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. Landscape Plans will be required concurrent with Final Plat approval.
4. Approval by the commission of a variance allowing the cul-de-sac length to exceed five-hundred (500') feet per Section 40.2.1 note (2).
 - a. *A cul-de-sac shall not exceed five hundred (500') feet in length, measured from the nearest street right-of-way line to the outer curb line of the cul-de-sac.*
5. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
MORTON			X			
CLINARD			X			
KERBS			X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)	X		X			
KIENZLE		X	X			
AFFENTRANGER			X			

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



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

STAFF REPORT
Preliminary Plat
Case #S09 -15

TO: Shawnee Planning Commission
AGENDA: August 5, 2015
RE: Shawnee Auto Mall Addition, Preliminary Plat

PROPOSAL

The applicant, Huitt-Zollars, Inc., is requesting Preliminary Plat approval for four (4) lots on a twenty-one (21) Acre property intended for the construction of multiple car dealerships. The site is located north-east of the I-40 service road and Union Street. The subject site is zoned C-3 (Highway Commercial) and is currently vacant.

GENERAL INFORMATION

Applicant	Huitt-Zollars, Inc.
Owner(s)	Cooper Shawnee Investments LLC
Site Location/Address	Shawnee Mall Drive, east of Union Street.
Current Site Zoning	C-3 (Highway Commercial)
Parcel Size	21 Acres (Approximate)
Proposed Use	Car dealership
Comprehensive Plan Designation	Commercial
Existing Land Use	Vacant
Surrounding Zoning	Commercial (C-3) and Agricultural (A-1)



Figure 1: Aerial view of site – approximate total area outlined in red.

STAFF REVIEW AND ANALYSIS

The proposed development will consist of the following details:

- Twenty-one (21) Acre land area.
- Four (4) total lots at roughly 4.5 Acres each.
- One (1) public access drive (Auto Mall Drive) located off of Shawnee Mall Drive as a cul-de-sac.
- A Stormwater retention pond along the northern extent of the property.
- Planned to complete in two (2) phases.
- Six (6') foot sidewalk required along the I-40 service road frontage and four (4') sidewalk required along the interior collector road, Auto Mall Drive.
- Cul-de-sac to exceed five-hundred (500') feet requiring a variance (Exhibit 2).

The proposed development is consistent with current land use in the area, the designated zoning, and the Shawnee Comprehensive Plan for this area (Figure 4.2). The City

Engineer has reviewed the plat and has agreed it is sufficient for approval, contingent on necessary report submittals and further review as we proceed to final plat approval.

STAFF RECOMMENDATION

The technical aspects of the Preliminary Plat have been reviewed by the City Engineer and other appropriate staff. Staff does recommend approval of the Preliminary Plat, with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. Landscape Plans will be required concurrent with Final Plat approval.
4. Approval by the commission of a variance allowing the cul-de-sac length to exceed five-hundred (500') feet per Section 40.2.1 note (2).
 - a. *A cul-de-sac shall not exceed five hundred (500') feet in length, measured from the nearest street right-of-way line to the outer curb line of the cul-de-sac.*
5. All other applicable City standards apply.

Attachments

1. Figure 1: Aerial view of site
2. Figure 2: Zoning Map
3. Figure 3: Future Comprehensive Plan Map
4. Exhibit 1: Preliminary Plat
5. Exhibit 2: Variance Request Letter

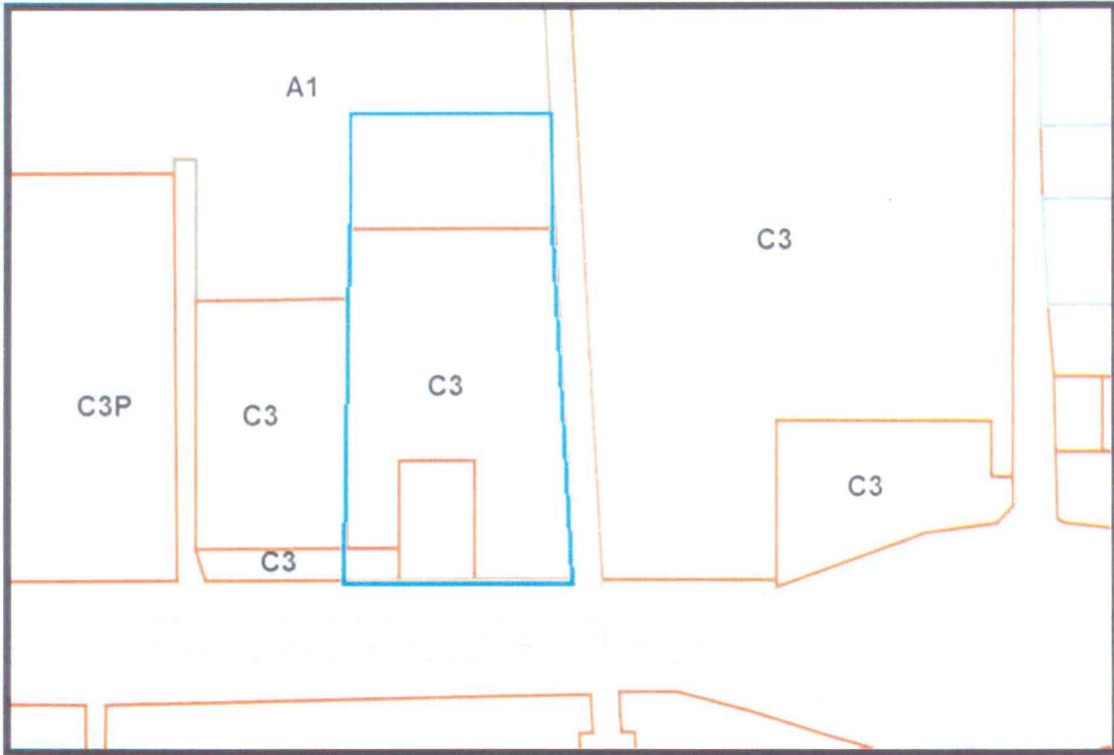


Figure 2: Zoning Map of site – approximate total area outlined in red.

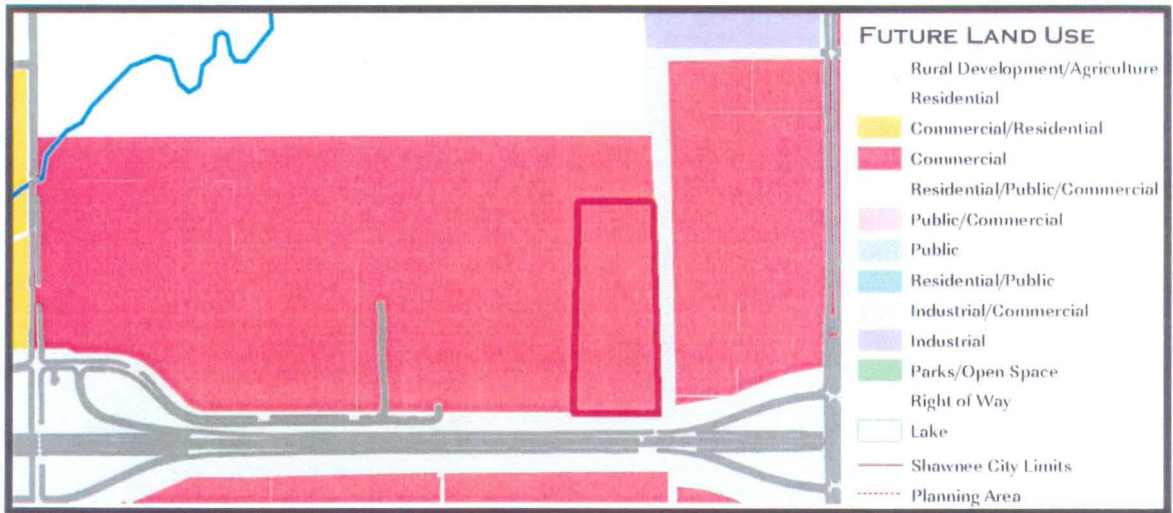


Figure 3: Future Comprehensive Plan Map – approximate total area outlined in red.

PRELIMINARY PLAT APPLICATION FOR THE CITY OF SHAWNEE

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map (kdrain@shawneekok.org) and filing fees upon submitting this application.

APPLICANT Landes Engineering LLC

APPLICANT ADDRESS 903 E. 35th St., Shawnee, OK 74804

APPLICANT PHONE NUMBERS 405-275-5388

EMAIL ADDRESS landesengineering@landesengineering.net

NAME OF PLAT Shawnee Auto Mall

LOCATION Mall Drive, Shawnee 74804 See attached

NUMBER OF ACRES 21 NUMBER OF LOTS 4

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

PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 4 \$12.00

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

TOTAL COST \$237.00

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

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

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

TOTAL COST

OWNER/DEVELOPER INFORMATION:

NAME Cooper Shawnee Investments LLC.

ADDRESS 32 NW 144th Circle, Ste A, Edmond, OK 73013

CONTACT NUMBERS 405-919-0282

EMAIL ADDRESS tsmith@okcproperties.com

PROJECT ENGINEER INFORMATION:

NAME Richard L. Landes PE #8679, Landes Engineering LLC

ADDRESS 903 E. 35th St., Shawnee, OK 74804

CONTACT NUMBERS 405-275-5388

EMAIL ADDRESS landesengineering@landesengineering.net

RECEIVED

APR 07 2015

PLANNING / CODE

FOR STAFF USE ONLY

PROJECT NUMBER: 150353

CASE NUMBER: 509-15

DATE: 4-8-15

AMOUNT PAID: \$237.00

RECEIPT NO. 01723909

Regular Board of Commissioners

5.

Meeting Date: 08/17/2015

IUPA Agreement

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to approve Collective Bargaining Agreement with IUPA (police).

Attachments

IUPA memo

IUPA agreement


Mayor
WES MAINORD



The City of Shawnee
Office of the City Manager

P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1601 Fax (405) 214-4249
www.ShawneeOK.org

Commissioners
VACANT SEAT
LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHEAL DYKSTRA

Date: August 17, 2015
To: Mayor and City Commissioners
From: Justin Erickson, City Manager 

RE: Collective Bargaining Agreement with IUPA Local #3

The CBA with the IUPA runs from July 1 to June 30, in accordance with the fiscal year.

Last year, the contract with the police union (IUPA Local #3) was for one year.

We have carried the contract forward in terms of salary and benefits. The members were given the same insurance rates as non-union employees on July 1.

The agreement for the union adds a step to the top of each range. We have had employees "topped out" for a number of years in some cases. This new step will help Shawnee near the average pay for our market, which includes 5 cities larger and 5 cities smaller than Shawnee. The step does not become effective until January 1, 2016.

In addition, the amount of compensatory time that can be accrued by police officers has been increased from 120 hours to 240 hours, which is the accrual maximum for non-union employees. The police union has approved its contract.

The budget impact is \$19,185.66. That amount is already in the budget.

The bargaining team consisted of Tamera Johnson, Cindy Sementelli and Mary Ann Karns.

I recommend approval of this agreement.

SHAWNEE POLICE ASSOCIATION

LOCAL #3
AFL-CIO



2015-2016

COLLECTIVE BARGAINING AGREEMENT

WITH THE

CITY OF SHAWNEE

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ARTICLE 1

PREAMBLE

Section 1.1 This Agreement is entered into by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the City, and the Shawnee Police Association, Local Number 3, AFL/CIO of the International Union of Police Associations, hereinafter referred to as the I.U.P.A. It is the purpose of this Agreement to achieve and maintain a harmonious relationship between the City and the I.U.P.A., to provide for equitable and peaceful adjustment of grievances which may arise, and to establish wages, hours, and other conditions of employment which are deemed to be in the best interest of the public welfare and safety.

ARTICLE 2

RECOGNITION

Section 2.1 The City recognizes the I.U.P.A. as the sole and exclusive bargaining agent for the permanent, full-time commissioned officers employed by the Shawnee Police Department, except the Police Chief and one designated administrative assistant, for the purpose of negotiating wages, hours and other conditions of employment.

Section 2.2 The I.U.P.A. recognizes the City Manager or his designated representative or representatives as the sole representative of the City of Shawnee for the purpose of collective bargaining. The I.U.P.A. agrees to bargain in good faith with the City Manager or his designees in all matters relating to wages, hours, and other conditions of employment. The City agrees to bargain in good faith with the I.U.P.A. in all matters relating to wages, hours, and other conditions of employment.

Section 2.3 Officers shall be on employment probation for a period of twelve (12) months from the date of completion of the FTO Program. Officers on employment probation shall be considered "employees at will" during the probation period, and will not be covered under Article 6 or Article 14 of this agreement during the probationary period. For the purposes of wages and benefits, probationary officers will be covered under the provisions of this Collective Bargaining Agreement.

Section 2.4 Officers on probation as a result of promotion, which shall be a period of six (6) months from the day of promotion, shall be covered by this Agreement, including grievance rights, provided, however, they shall have no grievance rights in the event they are demoted to the classification from which they were promoted, unless such demotion is for disciplinary reasons.

Section 2.5 Officers on disciplinary probation shall be covered by this Agreement, including grievance rights.

ARTICLE 3

AUTHORITY AND TERM

Section 3.1 The City and the I.U.P.A. have, by these agreements, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the I.U.P.A.

Section 3.2 This Agreement shall be effective as of the 1st day of July, 2015, and shall remain in full force and effect until the 30th day of June, 2016, in accordance with the provisions of the Fire and Police Arbitration Act.

Section 3.3 Whenever wages, rates of pay, or any other matters requiring appropriation of moneys by the City are to be included as matters of collective bargaining, it is the obligation of the I.U.P.A. to serve written notice for request of collective bargaining on the corporate authorities at least one hundred twenty (120) days before June 23rd, which is the last day on which moneys can be appropriated by the City to cover the contract period which is the subject of the collective bargaining procedure.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The City expressly reserves the right to plan, direct, and control all operations not covered by this Agreement relating to the Police Department; and to hire, promote, assign, suspend, or discharge for cause shown, any officer, subject to the Constitution and the Statutes of the State of Oklahoma, the United States Constitution, and the grievance procedures as set forth in this Agreement.

Section 4.2 The City shall have the right to determine the source or sources from which new applicants for work in the Police Department shall be secured and shall be the sole judge of the requirements and qualifications of the officers hired during the term of this Agreement.

Section 4.3 Except as specifically abridged, delegated, granted, or modified by this Agreement, or any supplementary agreements that may hereinafter be made, all rights, power, and authority the City had before the signing of this Agreement are retained by the City, and remain exclusively and without limitations within the rights of the City.

ARTICLE 5

MAINTENANCE OF STANDARDS

Section 5.1 All rights, privileges, and benefits of the employees covered by this Agreement or existing prior to this Agreement shall be retained in full force and effect, with the exception of those rights, privileges, or benefits abridged or modified by this Agreement.

ARTICLE 6

POLICE OFFICERS' BILL OF RIGHTS

Section 6.1. Whenever a police officer is under formal investigation the officer shall be advised of his/her right to counsel prior to any interrogation and, absent an intelligent waiver of such rights, the officer shall be entitled to representation by legal counsel during interrogation, and all other proceedings in connection with the investigation, if it is a criminal investigation. The accused officer shall be responsible for his/her own legal fees.

Section 6.2 No officer shall be required to submit to a polygraph examination without his/her express written consent. No disciplinary action or recrimination whatsoever shall be taken against an officer for refusing to submit to a polygraph examination.

Section 6.3 Where an officer is or may be subjected to disciplinary action which may be placed in his/her personnel file, the officer shall have the right to have the I.U.P.A. President, or his/her designee, present during any such disciplinary action.

Section 6.4 Officers shall have the opportunity to review any documentation intended to be placed in their personnel file. Officers shall have the right to review their personnel file at the personnel office during regular business hours.

Section 6.5 All allegations of wrongdoing on the part of an officer shall be submitted, in writing, to the Chief of Police for consideration, along with any supporting evidence.

Section 6.6 An officer shall have the right to a review board on any charge that may result in suspension without pay, demotion or termination. An officer may also waive his/her right to a review board.

Section 6.7 Review boards shall function under the authority of the Chief of Police.

Section 6.8 Review board authority shall be limited to review of the allegations presented to the review board, and the examination of witnesses and evidence directly related to the allegation(s). Review board findings shall be strictly limited to the validity of the allegations. The review board shall be strictly advisory in nature.

Section 6.9 The review board's findings as to the validity of the allegations before the board shall be submitted to the Chief of Police in writing at the conclusion of the board's business. The review board shall report their findings without delay.

Section 6.10 Upon authorization by the Chief of Police, the accused officer shall be notified of the allegations that shall be presented to the review board.

Section 6.11 The accused officer shall receive advance notice a minimum of three business days prior to convening the review board. The accused officer shall be provided in writing of the date, time, and location of the review board.

Section 6.12 The accused officer shall be granted an extension of up to three business days upon written request presented to the Chief of Police, or his/her designee.

Section 6.13 The accused officer shall receive a copy of the allegations, list of potential witnesses, written statements, and other pertinent information concerning the allegations at the time he/she is notified of the pending review board.

Section 6.14 The Chief of Police shall designate his/her representative(s) to present the allegation(s) to the review board.

Section 6.15 The accused officer shall designate his/her representative(s) to challenge the allegation(s) before the review board. The officer shall have the option of I.U.P.A. representation, and or any other representation the officer chooses. The accused officer shall be responsible for all representation costs for any representation not provided by the I.U.P.A.. If the accused officer is not a member of the I.U.P.A., the accused officer shall be responsible for the cost of any representation provided by the I.U.P.A.

Section 6.16 The review board shall be composed of 5 officers. The Chief of Police shall provide the accused officer with a list of 5 names. The accused officer may strike one name and add 1 name of his/her choice. The accused officer shall receive the list of officers, in writing, at the time he/she is notified of the review board. The accused officer shall take his/her desired action regarding the list, and return the list with the noted action to the Chief of Police, or his/her designee, within 24 hours of receiving the list.

Section 6.17 No officer that is currently under investigation, that is the subject of a pending review board, that is on suspension, administrative leave, disciplinary probation, or workers' compensation shall be eligible to serve on a review board.

Section 6.18 The Chief of Police, or his representative(s), may remove any member of a review board, for cause. The Chief of Police, or his representative(s), shall replace the board member with an officer of his/her choice. However, if the removed board member was selected by the accused officer, the accused officer shall be allowed to select the replacement board member.

Section 6.19 The Chief of Police shall designate the chairperson for the review board.

Section 6.20 The accused officer shall be present, along with his/her designated representative(s), during all phases of the review board process, except for executive sessions of the board, and deliberations of the board.

Section 6.21 The review board process shall be conducted under Robert's Rules of Order.

Section 6.22 The representative(s) of the Chief of Police shall present the allegations to the review board, along with any witness testimony, or other evidence.

Section 6.23 All testimony presented to the review board shall be taken under oath and audio recorded. Either party may elect to have the proceeding recorded by a court reporter. The scheduling and expense of the court reporter will be the sole responsibility of the requesting party.

Section 6.24 The accused officer, or his/her representative, shall have the right to call witnesses on behalf of the accused officer, to question witnesses, and to cross examine witnesses, provided that there is no disruption of the proceedings, and the questioning is performed in a relevant and reasonable manner, as determined by the review board.

Section 6.25 The representative(s) of the Chief of Police shall have the right to cross-examine any witness presented by the accused officer.

Section 6.26 The Chief of Police shall order any officer, or member of the Police Department, to appear before the review board on behalf of the Police Department.

Section 6.27 The accused officer shall submit a list of officers, or other department personnel, that the accused officer wishes to call to testify in his/her behalf, to the Chief of Police, or his/her designee. The list of potential witnesses requested by the accused officer must be submitted to the Chief of Police, or his/her designee, a minimum of 24 hours prior to convening the review board.

The Police Department shall not be responsible for compensation of witnesses called by the accused officer.

Testimony on behalf of the accused officer shall be strictly voluntary.

It shall be the responsibility of the calling party to have their witnesses available to the review board when needed.

Section 6.28 The review board shall have the authority to inquire of any witness testifying before the board.

Section 6.29 The review board shall have the authority to inquire of the accused officer, or the representative(s) of the Chief of Police, concerning the issue(s) before the review board.

Section 6.30 At the conclusion of the presentation, by both parties, the review board, by majority vote, shall recess to conclude the findings of the review board.

Section 6.31 All actions of the review board shall be determined by majority vote.

Section 6.32 Three review board members must be present to establish a quorum, and convene the board.

Section 6.33 After the review board has made their findings concerning the validity of the allegation(s) before the review board, the review board shall reduce their findings to writing, and shall submit their findings to the Chief of Police, or his/her designee. The review board shall reconvene to announce that a finding has been reached, and shall hand those findings to the Chief of Police, or his/her designee. The review board shall be adjourned at that time.

Section 6.34 The final decision concerning all disciplinary issues shall rest exclusively with the Chief of Police.

Section 6.35 The Chief of Police shall submit the findings of the review board to the accused officer, including any disciplinary action to be imposed, within five business days (excluding weekends and holidays) of the review board's adjournment.

Section 6.36 No officer shall be subject to a review board more than one time, or punished more than one time, for the same alleged action.

Section 6.37 All officers, regardless of rank, age, sex, or assignment, shall be subject to disciplinary action in accordance with the provisions of this agreement; and according to the nature and seriousness of the offense, for failure, either willfully or through negligence or incompetence, to perform the duties of their rank or assignment; or for violation of any departmental policy or procedure, violation of any general order or rule, violation of any municipal ordinance, or any state or federal law, or for failure to obey any lawful instruction, order, or command of a superior officer, or upon conviction in a court having criminal jurisdiction for any criminal offense, and for any other form of officer misconduct.

Disciplinary action in all cases shall be decided on the merits of the individual case.

Types of disciplinary action - At the discretion of the Chief of Police, and in accordance with the provisions, rules and regulations described herein, officers are subject to the following types of disciplinary actions:

- Oral Reprimand
- Written Reprimand
- Suspension from duty without pay
- Demotion in Rank
- Reassignment of Duties (Specified as a disciplinary action)
- Dismissal

Officers may be placed on administrative leave with pay, at the discretion of the Chief of Police, while an officer is under investigation, while pending a review board action, or for any other reason deemed appropriate by the Chief of Police.

Administrative leave with pay shall not be considered a disciplinary action.

Officers on administrative leave, or suspension shall not be authorized to invoke police powers or perform any law enforcement duties.

Officers on administrative leave or suspension may be required to turn in all police department property upon the direction of the Chief of Police.

Section 6.38 Any officer subjected to a review board, or disciplinary action, shall maintain his/her grievance rights provided under Article 14 of the Collective Bargaining Agreement.

Section 6.39 The I.U.P.A. shall maintain the grievance rights provided for under Article 14 of the Collective Bargaining Agreement, as it pertains to any and all aspects of the disciplinary process, and or, disciplinary actions, and all other provisions of the Collective Bargaining Agreement.

ARTICLE 7

DEPARTMENTAL RULES AND REGULATIONS

Section 7.1 All departmental rules and regulations of the Policies and Procedures Manual of the Shawnee Police Department are incorporated into and made a part of this Agreement with the following exceptions:

- a. Those departmental rules and regulations abridged or modified by this Agreement;
- b. Those departmental rules and regulations held to be invalid or unconstitutional by a court of competent jurisdiction;
- c. Those departmental rules and regulations which are inconsistent or in conflict with any provision of this Agreement, in which case this Agreement shall prevail.

Section 7.2 When it becomes necessary to upgrade or modify the Policies and Procedures Manual of the Shawnee Police Department, the four (4) elected officers of the I.U.P.A. shall meet with administrative police department personnel to review and make recommendations concerning the new changes within fourteen (14) days.

ARTICLE 8

SENIORITY

Section 8.1 Seniority shall be determined as between two or more officers of the same rank by the years of unbroken service within that rank. As between two or more officers with the same length of unbroken service within the same rank, their seniority shall be determined by their unbroken service as a commissioned officer in the Shawnee Police Department. As between two or more officers with the same length of unbroken service within the same rank, and who are initially employed as commissioned officers on the same date, their seniority shall be determined by the date of their employment application.

Section 8.2 Seniority will be an important factor to be considered by the City and administrative police department personnel in determining the priority of each officer to the following:

- a. Time when annual vacation or any other excused paid leave is taken; and
- b. Hours of work, transfers, and regular days off.

With reference to requests for time off, supervisors will approve or deny leave when submitted. Leave will be considered on a first come, first serve basis. However, should two officers simultaneously request the same days off for vacation or other excused paid leave, the employee with the most seniority will prevail.

Section 8.3 With regard to layoff and recall of officers of the Shawnee Police Department, said actions shall be determined solely on the years of unbroken service as a commissioned police officer within the Shawnee Police Department.

Section 8.4 Seniority shall not be lost by absences due to vacation, illness, injury, authorized leave of absences, or military duty. Seniority shall not accrue during involuntary leave of absences or leave without pay.

Section 8.5 In the event an officer is reclassified to a lower rank, the seniority status held just prior to, and any time accumulated, shall be credited to said lower rank.

Section 8.6 All seniority rights shall be forfeited by:

- a. Resignation;
- b. Discharge unless reinstated after appeal;
- c. Failure to respond to the City within three (3) working days and failure to report within ten (10) working days' notice of recall from layoff, unless time is extended by the City; and
- d. Service or medical retirement.

Section 8.7. The I.U.P.A. and individual officers of the Shawnee Police Department shall have access to a current seniority list.

ARTICLE 9

I.U.P.A. RIGHTS AND RESPONSIBILITIES

Section 9.1 This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, or annexation, transfer or assignment of party hereto, or affected, modified, altered, exchanged in any respect whatsoever by change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

Section 9.2 After written notice to the Police Chief, I.U.P.A. representatives may be granted time off without loss of pay to conduct union business (including without limitation the processing of grievances, attendance at arbitrations, or appearing with members at hearings or interviews). I.U.P.A. representatives may be granted time off without loss of pay to attend union seminars, workshops or conventions, up to an accumulative maximum of eighty (80) hours per contract year. No more than two (2) members per shift may be absent on I.U.P.A. business. A log will be maintained in the office of the Police Chief to record the use of I.U.P.A. business time, and time used shall be initialed by the Police Chief and the I.U.P.A. President or their designees. Time off shall be granted so long as it does not impede the operation of the Police Department as determined by the Police Chief.

Section 9.3 After written notice to the Police Chief, on duty officers will be allowed to attend I.U.P.A. meetings. Attendance of the meeting shall be limited to one (1) hour per month. Attendance of the meetings shall not impede the operation of the department and officers must respond immediately to emergencies.

Section 9.4 After written notice to the Police Chief, union representatives may be granted time off without loss of pay to attend negotiations with the City from fifteen (15) minutes before the meeting, throughout the meeting, and fifteen (15) minutes after. The parties will schedule meetings so as not to impede the operation of the Police Department.

Section 9.5 The City agrees not to discriminate against any officer for his/her activity on behalf of, or membership in the I.U.P.A., or its affiliate organizations.

Section 9.6 The City agrees that I.U.P.A. membership dues shall be deducted from each member's biweekly pay check, and forwarded to the treasurer of the I.U.P.A.. The I.U.P.A. agrees to pay a collection fee of twenty five (25) cents per member, per month.

Section 9.7 The City agrees to provide space located in the police department squad room for an I.U.P.A. bulletin board to be used for posting I.U.P.A. informational notices and business. I.U.P.A. bulletins, notices, and notes may be placed on this I.U.P.A. bulletin board and in officers' mail slots only.

ARTICLE 10

AUTHORITY OF OFFICERS

Section 10.1 The City recognizes that police officers are police officers twenty-four (24) hours a day, seven (7) days a week, with full arrest powers, consistent with the Statutes of the State of Oklahoma, and the Ordinances of the City of Shawnee. As such, officers shall be held to the same standards of conduct off duty as on duty when invoking police powers.

Section 10.2 Cross Commissions:

- a. The City of Shawnee may enter into standard cross-commission relationships with other law enforcement entities with jurisdiction in Pottawatomie County, with the exception of Tribal Law Enforcement entities.
- b. That agreement will reflect that except in case of emergency, other agencies must get approval from supervisors on duty before calling in Shawnee Police Department Employees.
- c. That agreement will reflect that Shawnee Police Department Policies and Procedures control in case there is a conflict with the Policies and Procedures of any other agencies.
- d. The City and IUPA agree that:
 - (i). Holding commissions of another agency is not a requirement to be an SPD officer, and the loss of other commissions does not affect the City of Shawnee commission, although it may result in a reassignment away from a joint task force. Should the City determine that the revocation of commission by the other agency is as a result of conduct which violates the City's policies and procedures (after following provisions of its investigation and discipline policies), the City may impose discipline in accordance with its policies. Loss of an outside agency commission may result in a reassignment away from any joint task force.
 - (ii). The City of Shawnee will provide workers' compensation and liability coverage to officers when they are exercising duties under the cross-commission.

ARTICLE 11

OVERTIME AND HOURS OF WORK

Section 11.1 All officers of the Shawnee Police Department shall be eligible for overtime. Overtime shall be computed on one-quarter (1/4) hour increments for all time in excess of forty (40) hours worked, and/or authorized leave with pay per calendar week at one and one-half (1 1/2) times the regular hourly rate of pay.

Section 11.2 An officer required to return to work after the completion of his/her regular shift, or required to work on his/her regular day off, will be assured of two (2) hours at straight time pay. The provisions of this section shall not apply to officers assigned to standby for call out.

Section 11.3 Officers assigned to standby for call out shall receive compensation in accordance with Section 1 herein above for time worked when called out while on stand by for call out. Officers assigned to standby for call out shall be compensated an additional two (2) hours per day at straight time pay for being on standby.

Section 11.4 Officers, with consent of the Police Chief, may elect the option to accumulate two hundred forty (240) hours compensatory time in lieu of any other provision herein. Compensatory time will accumulate at one and one-half (1 1/2) hours for every hour of overtime worked. The election of compensatory time or pay shall be made within the pay period that the overtime was worked.

Section 11.5 The normal workday or shift shall consist of eight (8) continuous hours for Police Officer and Corporal ranks. The normal workday or shift shall consist of ten (10) continuous hours for Patrol Lieutenants and Sergeants. Lunch and rest breaks shall be considered part of the normal work day. The normal pay period shall consist of fourteen (14) calendar days, with a total of eighty (80) work hours.

Section 11.6 Police Officer rank and Corporal rank officers shall be allowed to take a forty-five (45) minute lunch break. Police Officers and Corporals shall be allowed to take two fifteen (15) minute rest breaks, one for each half of a shift. Every effort will be made by the City to see that the officers receive their breaks; however, should the shift supervisor determine that unusual and emergency circumstances exist so that allowing for a break would disrupt essential or emergency services, breaks will not be allowed.

Lieutenants and Sergeants (working 10 hour shift schedule) will be allowed to take a one hour lunch break. Lieutenants and Sergeants will be allowed two twenty (20) minute rest breaks during the shift. Every effort will be made by the City to see that the Lieutenants and Sergeants receive their breaks; however, should the shift supervisor determine that unusual and emergency circumstances exist so that allowing for a break would disrupt essential or emergency services, breaks will not be allowed.

Section 11.7 Rest periods shall not be taken continuous to the lunch period; neither rest nor lunch periods will be taken immediately after the beginning of the shift or immediately prior to the end of the shift.

Section 11.8 Whenever it will not be disruptive to the operations of the department, officers assigned to K-9 duties will be allowed thirty minutes at the end of the shift devoted to the care and maintenance of his/her assigned dog. The officer will be allowed to perform the care and maintenance either at the station or the officer's home depending on the needs of the animal. The officer shall inform the shift Lieutenant of where the care will occur. In the event the officer is not allowed the thirty minutes of on duty time on the officer's assigned shift for the care and maintenance of his/her dog, the officer will be allowed an additional 30 minutes of compensated time for the care and maintenance of his/her dog for that day. Officers assigned to K-9 duties shall be allowed thirty (30) minutes of compensated time for the care and handling of his/her K-9 for each day the officer is off duty. Any additional time needed for the care, maintenance and training of the assigned K-9 must be approved in advance by the shift Lieutenant, except in the case of emergency.

ARTICLE 12

TRAVEL ALLOWANCE

Section 12.1 If an officer is subpoenaed out of the City of Shawnee for court proceedings which may arise from his/her employment as an officer of the Shawnee Police Department, or if he/she is required by the City to attend training school, the City shall supply the officer with a departmental vehicle or other suitable transportation. If in either instance it becomes necessary for an officer to use his/her privately owned vehicle, the City agrees to pay the current rate per mile as established by the Internal Revenue Service, provided prior approval is given by the Police Chief. Provided further, the City agrees only to the provisions as described in this Article for reasonable to and from travel time.

ARTICLE 13

UNIFORMS, EQUIPMENT, AND

REPLACEMENT POLICIES AND ALLOWANCES

Section 13.1 Each officer of the Shawnee Police Department shall be allocated one thousand (\$1,000) dollars per year for the purchase, cleaning, and repair of uniforms and accessories.

Section 13.2 Allocations will be made directly to each individual officer on or as near as practical to August 1st during this Agreement. All new officers hired after the clothing and cleaning allowance has been allocated will also receive the one thousand (\$1,000) dollars; provided, however, no officer shall receive more than one thousand (\$1,000) dollars during the fiscal year.

Section 13.3 Personal property reasonably needed by officers while on duty which is damaged or destroyed while they are performing their duty shall be repaired or replaced at a dollar value acceptable to and approved by the City. The City will only provide reimbursement for the cost of replacing a personal item if it is replaced with an item of substantially similar value and quality as the damaged item (i.e. the City will not pay for an "upgrade" of an item). The City will only reimburse employees for the actual cost to the employee of replacing the items (e.g. where employees have vision insurance, the City will only reimburse the employee for the cost "to the employee" of replacing the eyeglasses, not the total cost of the eyeglasses). There shall be a maximum amount the City will pay for certain items. Generally speaking, the City will pay no more than one hundred fifty (\$150.00) dollars. For watches, the cap shall be fifty (\$50.00) dollars. Prescription eyeglasses (including prescription sunglasses) shall not be subject the cap. The City will replace cell phones damaged while used in the line of duty at full replacement cost and such will be exempt from any cap.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 14.1 The I.U.P.A. or any officer of the Shawnee Police Department covered under this Agreement may file a grievance within twenty (20) calendar days of alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 14.2 The I.U.P.A. President, or his authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence.

Section 14.3 Any controversy between the City and the I.U.P.A. or any officer concerning the interpretation, enforcement, or application of any provision of this Agreement, shall be adjusted in the following manner:

- a. The grievance shall be submitted in writing by the officer, and the IUPA, to the Police Chief, or his designee, within twenty (20) days of the alleged occurrence. The answer shall be submitted in writing by the Police Chief or his designee within twenty (20) calendar days to the officer(s) involved, and to the I.U.P.A. President.
- b. If the grievance is not settled by the provision of Section 3a of this Article, it shall be submitted in writing to the I.U.P.A. Grievance Committee. Within twenty (20) calendar days of the Chiefs written response, the I.U.P.A. Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms of and the conditions of this Agreement.
 - (i) If the I.U.P.A. Grievance Committee finds a grievance does exist, the Grievance Committee shall submit, in writing, the grievance to the City Manager for adjustment; or
 - (ii) If the I.U.P.A. Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.
- c. The City Manager shall submit his answer in writing to the I.U.P.A. Grievance Committee and to the officer involved within twenty (20) calendar days. If the City Manager and the I.U.P.A. Grievance Committee have not settled the grievance within twenty (20) calendar days, either the City or the I.U.P.A. may submit the grievance to arbitration for adjustment as follows:

- d. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. As an alternative, the parties may agree to use any arbitrator who has been approved to serve as a mediator or arbitrator under the State Merit System or who has been approved to serve as a mediator or arbitrator by the United States District Court for the Western District of Oklahoma.
- e. Unless one of the alternative options set forth above has been utilized by the parties, within fifteen (15) calendar days from receipt of such panel, a representative of the I.U.P.A. and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
- f. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his/her selection.
- g. After the conclusion of the hearing, the arbitrator shall issue written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the I.U.P.A. and the City.
- h. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- i. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievance.
- j. The cost of the impartial arbitrator shall be shared equally between the I.U.P.A. and the City. If a transcript of the proceedings is requested, the party so requesting shall pay for it.

Section 14.4 All time limits set forth in this Article may be extended by mutual consent, but, if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he/she shall have no further right to continue the grievance. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 15, then the act shall be performed on the next regularly scheduled business day.

Section 14.5 It is specifically and expressly understood that filing a grievance under this Article, which has its last step, arbitration that is final and binding, constitutes an election of remedies and a waiver of any and all rights of the parties, the I.U.P.A. and City or representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure in any court or other appeal forum. The only exception to this rule is that either party may seek to vacate any decision of an arbitrator contemplated herein under the following conditions.

- a. Where procured by corruption, fraud, or other undue means;
- b. Where the arbitrator was guilty of partiality, corruption, or misconduct;
- c. Where the arbitrator exceeded his powers or so imperfectly executed them that a final, definite and mutual award upon the subject matter submitted was not made;
- d. Where the award is in violation of state and/or federal law.

ARTICLE 15

HOLIDAYS

Section 15.1 All officers shall be entitled to eleven (11) holidays per calendar year. The authorized holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Friday After Thanksgiving Day
Christmas Eve Day	December 24th
Christmas Day	December 25th

Section 15.2 The City agrees that, if a holiday provided in the above schedule falls on an officer's regularly scheduled day off, the officer shall be paid his/her regular rate of pay for the holiday, or the officer may elect to take equivalent time off during the following twelve (12) months, provided the normal operations of the Shawnee Police Department are not impeded. At no time shall an officer have an excess of eleven (11) accrued holidays.

Section 15.3 The City agrees that, if an officer is required to work on a holiday provided in the above schedule, the officer shall be compensated at his/her regular rate of pay for the holiday plus one and one-half (1 1/2) times the regular rate of pay for the hours actually worked on the holiday.

Section 15.4 An officer on an authorized leave with pay on the day the holiday falls or if the holiday falls on his/her regular day off, the officer shall be paid for the holiday and his/her paid leave for that day shall be extended to be taken off at another time. Holidays shall not be construed to build up time over forty (40) hours in a calendar week.

Section 15.5 No officer shall be compelled to split his/her days off without his/her expressed consent.

Section 15.6 Patrol supervisors shall not be compelled to take a holiday if it is their regularly scheduled working day and they choose to work rather than take off.

Section 15.7 Upon separation from City service, an officer shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

Section 15.8 Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

ARTICLE 16

VACATIONS

Section 16.1 All officers shall receive vacation time in accordance with the number of years continuous service with the City, as follows:

<u>Years</u> <u>Service</u>	<u>Biweekly</u> <u>Accrual</u>	<u>Yearly</u> <u>Accrual</u>	<u>Maximum</u> <u>Accrual</u>
1 - 5	3.08 hours	80 hours	160 hours
5 - 10	4.62 hours	120 hours	240 hours
10 - 15	6.15 hours	160 hours	320 hours
15 and above	7.70 hours	200 hours	400 hours

Section 16.2 Officers may use vacation in any manner they choose, so long as the normal operations of the Police Department are not impeded.

Section 16.3 Upon separation from City service, an officer shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

Section 16.4 Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

ARTICLE 17

SICK AND EMERGENCY LEAVE

Section 17.1 Sick leave may be taken when an officer is unable to perform his/her duties because of a personal injury or illness. The supervisor on duty shall be notified one (1) hour prior to taking sick leave.

Section 17.2 An officer shall accrue sick leave at the rate of 4.62 hours per biweekly pay period. The maximum accrual shall be nine hundred sixty (960) hours.

Section 17.3 In the event of death, serious injury or illness in the immediate family, an officer may be granted emergency leave. Emergency leave shall be leave with pay charged to sick leave and shall not exceed three (3) consecutive work days. However, in an extreme situation, emergency leave may be extended by the City Manager. Immediate family shall be defined as follows: Spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, former guardian, grandparent, or grandchild.

Section 17.4 Officers shall receive one (1) additional vacation day on December 31st, provided no sick leave was used during the previous twelve (12) months of uninterrupted employment. The additional vacation day will not be lost if the vacation accrual at December 31st is at the maximum allowed.

Section 17.5 To encourage the prudent and proper use of the sick leave benefit described in Article 17, the following cash inducement is agreed to: Upon retirement, Officers may, at their option, receive the cash equivalent of one third (1/3) of their total sick leave hours available as of their retirement date, at the hourly dollar rate which the Officer is currently receiving, up to a maximum of three hundred twenty (320) hours.

Section 17.6 The Police Chief, or his designee, when requested by a pregnant member or her doctor, and upon certification of such pregnancy by the attending physician, shall provide limited duty to her if she is assigned to field duties or to other duties that might be hazardous to her and/or her unborn child. She shall continue on such limited duty unless she requests the use of Vacation Leave, Sick Leave, Compensatory Time, or leave available under the Family and Medical Leave Act of 1993.

Section 17.7 Fathers may be granted paternity leave in the form of Sick Leave, Vacation Leave, Compensatory Time or leave available under the Family and Medical Leave Act of 1993.

Section 17.8 An officer may elect to take unused vacation, compensatory time, holiday leave and 1/3 sick leave and convert the unused leave into Terminal Leave upon the approval of the Chief of Police. The officer must sign an irrevocable letter of resignation or retirement with the date of separation to be the end of terminal leave. The officer will not be subject to recall, will not have

police powers, will not be eligible for a vehicle, will not accrue leave or be paid for holidays, will surrender his badge, commission, department issued handgun and all other department equipment on the date terminal leave begins and will not be eligible for worker's compensation during terminal leave. The officer may start another career while on terminal leave status so long as that new career does not reflect poorly on the Department or the City of Shawnee, as determined by the Chief of Police. At the end of terminal leave, the officer shall receive the items listed in Policy 203.

ARTICLE 18

MILITARY LEAVE

Section 18.1 Military leave shall be granted to eligible officers as provided by State Statutes.

- a. For information only, State Statutes currently provide for thirty (30) days paid leave per federal fiscal year.
- b. Officers shall notify their Supervisor of their military schedule as soon as possible after the schedule becomes available.

ARTICLE 19

INJURY AND WORKERS' COMPENSATION

Section 19.1 All officers shall be covered by the provisions of the Workers' Compensation Act during the performance of their duties. An officer injured while performing his/her assigned duties shall be entitled to the provisions of the Workers' Compensation Act. No officer on occupational injury leave shall receive a combination of workers' compensation and salary in excess of or less than his/her regular pay.

Section 19.2 When an officer has been injured during the performance of his/her duties, he/she must report the injury as soon as possible, regardless of the extent, to the immediate supervisor. If the officer is unable to do so, the supervisor must make the report.

Section 19.3 The officer must notify the Personnel Director within seven (7) days after the initial treatment by any physician other than the designated City physicians.

Section 19.4 An officer on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

Section 19.5 Any officer injured while performing his/her assigned duties and absent from work for more than one (1) shift shall not be charged with his/her accrued sick leave. The officer shall be limited to six (6) months, as in accordance to the pension law (11 O.S. Supp. 1993 § 50-116.1). Sick leave will be accrued while off duty because of an on-the-job injury.

Section 19.6 Limited ("Light") Duty may be made available to employees who are temporarily disabled due to an on-the-job injury or job-related illness.

When an employee is released to return to limited duty, he will be temporarily assigned to duties consistent with his limitations or restrictions. The Chief of Police shall determine whether a limited duty position is available and length of time that position will be provided. If the Chief determines a position is available within the Police Department, Municipal Court, or Emergency Operations and it is within the restrictions set by the employee's physician, the officer shall be required to accept the position. If a position is available outside the Police Department, Municipal Court, or Emergency Operations, the employee shall not be required to accept it.

Examples of limited duty include, but are not restricted to:

- Taking reports
- Checking pawnshops
- Assisting in records entry, filing, etc.
- Background checks for licenses issued by City
- Investigation that can be done by telephone or computer
- Answering telephone

Assisting in dispatch
Assisting as bailiff in municipal court
Computer/Phone/Records searches for warrant service
Telephone contacts for warrant service
Planning, mapping, telephone assistance in EOC
Inventory
Evidence collection and organization
Accreditation

Procedure:

1. The employee will have his attending physician complete a work status form listing all work restrictions or special assignments.
2. The employee will submit the report to the Chief of Police.
3. The employee will provide a follow up physician's re-evaluation and report every thirty days (30) or more frequently if requested. If the physician's restrictions are changed, the City may adjust or end the light duty status. The Light Duty status will be extended in thirty day increments, depending on the physician's findings, but shall not exceed ninety days.
4. The Chief of Police, in consultation with the Human Resources Director, will determine whether there is a position where the employee can provide assistance within reasonable accommodations, and will re-evaluate at least every thirty days.
5. Copies of all evaluations and assignments will be placed in the employee's confidential medical file .
6. Should the employee's disability or restrictions become permanent or an extension of limited duty not be granted, this limited duty provision shall come to an end and the employee shall be evaluated in accordance with other leave, retirement, or assignment policies of the City of Shawnee and applicable law.

There are no permanent light duty assignments within the Police Department. Limited duty is not an inherent right of employment but a principle of sound personnel management to temporarily utilize employees who are recovering from on-duty injuries or job-related illness and cannot yet return to their regular full duty status.

If an employee's restriction includes number of hours he can work, he may be granted limited duty for those hours with the remainder of his regular pay as injury (workers' compensation) leave.

Section 19.7 Officers shall comply with work restrictions imposed by the officer's treating physician. Officers shall not engage in any secondary employment or other activities that would be in violation of restrictions imposed by the officer's treating physician. Officers that are restricted from returning to police duties will be prohibited from secondary security work until the officer is returned to full duty.

ARTICLE 20

HEALTH AND LIFE INSURANCE

Section 20.1 The City agrees to make group health insurance coverage available to all officers and their dependents.

The City agrees to contribute the following amounts (per month) toward insurance coverage for fiscal year 2015-2016:

Employee:	\$378.68
Employee/Spouse	\$707.38
Employee/Child(ren)	\$662.88
Family:	\$912.04

Section 20.2 The City agrees to provide all officers with life insurance at no cost, in at least the following amounts:

Death Benefit	\$20,000
Accidental Death	\$20,000
Dismemberment, up to	\$20,000

ARTICLE 21

EDUCATIONAL INCENTIVE AND TUITION ASSISTANCE

Section 21.1 Educational Incentive - The City agrees to compensate officers educational incentive for successful completion (letter grade of "C" or better for each college hour) of college credit hours, applicable to a degree in the field of police protection. The City agrees to compensate officer's educational incentive for successful completion of a degree in the field of police protection regardless of the letter grade. Upon receipt of an officially sealed college transcript, the City shall pay officers incentive as per the following schedule:

<u>College Credit Hours</u>	<u>Hourly Rate</u>
32	0.12
66 (or Associate Degree)	0.23
90	0.35
124 (or Bachelor's Degree)	0.46

The above incentive shall be included in the second pay period of each month.

The above schedule shall apply to all officers as they become eligible. The amount now being paid officers for college credit hours shall remain the same until such time as the above schedule exceeds the amount they presently receive.

Section 21.2 Tuition Assistance - Tuition reimbursement requires the budgeting of funds. Officers are required to provide the City with advance notification for the purpose of budgeting funds for reimbursement. Tuition assistance for officers of the Shawnee Police Department will be provided for those officers who have requested courses prior to enrollment, and which are administered by an accredited college, university or technical training center. The request, with a list of courses to be taken, will be submitted by the officer to the Police Chief for final approval by the City Manager. To be acceptable for reimbursement of tuition and books, each course must provide training which will tend to improve the services which an officer was hired to perform, and be completed with a grade of "C" or better. Reimbursement will be limited to the going rate, per credit hour, for tuition at a Public Oklahoma State University, during the semester in which the course is taken. The City will not reimburse for fees assessed by the institution, such as parking, activity fees, and the like. Upon successful completion of the course(s) each semester, the officer will initiate a claim for reimbursement by presenting an itemized receipt and a copy of the grade report from the college, university or technical training center.

- a. All officers shall be reimbursed in full no later than forty-five (45) calendar days from the day on which the copies of the grade report and paid receipts are submitted to the Police Chief's office.
- b. Any officer who is attending any school, college, or university, and who has so notified the Police Chief and shift supervisor ten (10) days prior to the first day of class, shall receive reimbursement for tuition and books purchased, in the event that his work shift and/or days off is changed so as to prevent attendance at the classes.

ARTICLE 22

INCENTIVE PAY

The parties agree that incentive pay shall be deemed "grand-fathered" for those members receiving the incentive pay prior to June 30, 2000, and incentive pay shall continue for all officers receiving incentive pay prior to June 30, 2000 (except those incentives specified below), provided that any re-certification requirements must be maintained.

Section 22.1 Firearms Proficiency Incentive - The City agrees to compensate officer's firearms proficiency incentive to officers who meet the standard as per the following:

<u>Level</u>	<u>Standard</u>	<u>Hourly Rate</u>
7. Marksman	85%- 90%	\$.15
8. Sharpshooter	95%- 100%	.25

The incentive course shall be the current CLEET qualifying course. The officer's qualifying score shall also be his/her incentive score. The combined qualification/incentive shoot shall be conducted on an annual basis, during August, September, or October, and shall be certified by a CLEET qualified firearms instructor or a CLEET certified range line safety person. Dates and times shall be selected and posted by the Police Chief. The targets and course of fire for the incentive shoot shall be in accordance with the current applicable CLEET standards.

Firearms proficiency incentive compensation shall be paid upon certification approved by the Police Chief and forwarded to the Personnel Office.

The City shall provide officers the ammunition needed to qualify. If an officer fails to obtain the Marksman or Sharpshooter level he/she shall be provided with ammunition for two (2) additional attempts to be completed by the end of the scheduled qualification date(s). Alternative or additional days will be selected by the Police Chief if conditions exist (i.e., inclement weather, etc.) that would tend to lower qualification scores.

The City shall furnish officers with one hundred (100) rounds of practice ammunition per month for their department issued duty handgun or approved personal carry handgun provided said handgun is of the same caliber as the department issued handgun.

Section 22.2 Field Training Officers will receive an additional one-half (.5) hours of compensable time for every shift the FTO is assigned a trainee.

ARTICLE 23

LONGEVITY

Section 23.1 To encourage career service, longevity pay shall be granted in addition to the base wages as shown on Appendix A. It shall be based upon the total years of continuous service with the City.

Section 23.2 Longevity shall be computed based on the last date of hire with the City, as per the following schedule:

<u>Years of Continuous Service</u>	<u>Hourly Rate</u>
4	\$.19
5	.21
6	.24
7	.26
8	.28
9	.31
10	.33
11	.35
12	.37
13	.40
14	.42
15	.44
16	.47
17	.49
18	.51
19	.54
20	.56
21	.58
22	.60
23	.63
24	.65
25	.67

Section 23.3 Longevity shall be included with the regular base wages and paid biweekly.

Section 23.4 The above schedule shall apply to all officers as they become eligible. The amount now being paid officers shall remain fixed until such time that the above schedule exceeds the amount they presently receive.

ARTICLE 24

WAGES

Section 24.1 All officers of the Shawnee Police Department shall receive wages according to Appendix A of this Agreement.

Section 24.2 The following indicates both the classification and pay range of the positions covered by the Agreement:

Classification	<u>Pay Range</u>
Police Officer	01
Corporal	05
Sergeant	20
Lieutenant	25
Captain	30

Section 24.3 Upon completion of 6 months satisfactory service probationary officers shall be advanced to Step B. Upon satisfactory completion of the 12-month probationary period officers shall be advanced to Step C. Each year thereafter, on their anniversary date, officers shall be eligible for a merit step increase unless they are in the top step. Anniversary date shall be defined as the date officers obtained their current classification. The merit step increase shall be based on receiving a standard or above rating on the Employee Performance Evaluation.

ARTICLE 25

PROHIBITION OF STRIKES

Section 25.1 It is agreed that there will be no strikes during the term of this Agreement or any extension thereof.

"Strike shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. Nothing contained in this Article shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same does not interfere with the full, faithful, and proper performance of the duties of employment."

Section 25.2 Violations of Section 1 of this Article shall be grounds for disciplinary action, including discharge for any or all of such employees involved, provided, however, such employees shall have the right to a determination as to whether a violation has occurred in accordance with 11 O.S. Section 51-101; provided, further that disciplinary action, including discharge, shall be for just cause.

Section 25.3 Upon notification in writing by the City to the I.U.P.A. that certain of its officers are allegedly engaged in one or more of the prohibited activities listed in Section 1 of this Article, the I.U.P.A. shall immediately, both publicly and in writing, order such officers to return to work at once, and to discontinue such prohibited conduct. Such notification by the I.U.P.A. shall not constitute an admission by it or any of its officers that any of the prohibited activities are actually in process or have taken place. The notification shall be made solely on the representation of the City. In the event any one or more of the prohibited activities occurs, the I.U.P.A. agrees to take all reasonable effective and affirmative action to insure that all officers perform their regular duties as promptly as possible, as provided by law.

ARTICLE 26

SAVINGS CLAUSE

Section 26.1 If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are severable.

Section 26.2 All amendments to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement, unless the terms of said amendments specifically delete or change a provision of this Agreement; and all amendments shall become a part of this Agreement as if specifically set forth herein.

Section 26.3 Any appendices to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement; and all appendices shall become a part of this Agreement as if specifically set forth herein.

ARTICLE 27

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

Section 27.1 Policy Statement: The City recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing, or being under the influence of an illegal chemical substance and/or alcohol during working hours while on City property, or while using City equipment, will be subject to discipline up to, and including, termination of employment.

Section 27.2 Effective Date: This policy will be effective 10 days after ratification of the Collective Bargaining Agreement and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 27.3 Application: This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §§ 551 *et seq.*, as amended ("the Act") and, where relevant, with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 40.

Section 27.4 Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but before final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug and/or alcohol test will be considered as a refusal to undergo a test.

Section 27.5 For Cause Testing: The City may request or require an employee to undergo drug or alcohol testing at any time it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- a. Drugs or alcohol on or about the employee's person or in the employee's vicinity,
- b. Conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
- c. A report of drug or alcohol use while at work or on duty,
- d. Information that an employee has tampered with drug or alcohol testing at any time,
- e. Negative performance patterns, or
- f. Excessive or unexplained absenteeism or tardiness;

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug and/or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources Department.

The employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The employee will not be allowed back to work until the results of the test are known.

Section 27.6 Post-Accident Testing: Post-accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post-accident alcohol and/or drug test may use any alcohol and/or drugs of any kind following the accident until he/she undergoes the post- accident testing.

Section 27.7 Random Testing: The City may, at various times, randomly select members for unannounced random testing for drugs and/or alcohol:

Section 27.8 Scheduled, Periodic Testing: The City may require an employee to undergo drug and/or alcohol testing as part of a routinely scheduled employee fitness for duty medical examination or in connection with the employee's return to duty from a leave of absence.

Section 27.9 Post-Rehabilitation Testing: The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to 2 years after the employee's return to work following a confirmed positive test result or following participation in a drug and/or alcohol dependency program. Post-rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 27.10 Universal Testing. The City will test every employee at least once each contract year. The universal testing program will be separate from the Random Testing in terms of selection, but the procedures shall otherwise be the same. As a result, some employees will be tested more than once during the contract year.

Section 27.11 Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, steroid, or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA).

Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 27.12 Methods and Documentation: All methods of collection and documentation of such shall be pursuant to 40 O.S. 2001 §§ 551 *et seq.*

Section 27.13 Costs: The City is responsible for all costs associated with drug and/or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within 24 hours of receiving notice of a positive test result to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 27.14 Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug and/or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 27.15 Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret, and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee before notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 27.16 Confidentiality: The City will treat all test, and all information related to such test, as confidential materials. All records relating to drug testing will be kept separate from personnel records. The records are the property of the City, but will be made available to the affected applicant or employee for inspection and copying upon request, and these records will also be available for review by the City's Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

- a. To comply with a valid judicial or administrative order;
- b. As admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or
- c. To employees or agents of the City who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 27.17 Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug and/or alcohol test. Action taken will be subject to the CBA grievance procedure.

a. Employees who approach the City an hour before any testing begins may ask for referral to the Employee Assistance Program and a chance to enter a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to 2 years. Employees who have been offered the opportunity to participate in a rehabilitation program will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug and/or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than 2 weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this Policy will be subject to disciplinary action.

b. An employee who has a positive test result after returning from rehabilitation will be terminated. Any future recurrence of abuse with the same or any other substance will result in termination of employment.

c. An employee who is discharged from employment on the basis of refusal to undergo drug and/or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation, and the City will protest any application for unemployment benefits.

Section 27.18 Prohibitions: No employee may report for duty within 4 hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol or use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment, or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 27.19 Responsibilities of Individuals: To comply with the provisions of this Policy, each employee assumes the following responsibilities:

a. Working Under the Influence of Performance Impairing Medication: Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors before beginning work.

b. Reporting to Work or Working While Impaired: Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this Policy.

c. Reporting Violations: The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this Policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

FOR ADDITIONAL INFORMATION REGARDING THE SPECIFICS OF STATE AND FEDERAL LAW AND DEPARTMENT OF HEALTH REGULATIONS PERTAINING TO DRUG TESTING, AS WELL AS THE CITY'S OBLIGATIONS FOR REPORTING, PLEASE CONSULT THE HUMAN RESOURCES OFFICE.

ARTICLE 28

POSITION OF CORPORAL

Section 28.1 Upon the completion of a minimum of four years of service as a Shawnee Police Officer, and upon obtaining, at a minimum, a C.L.E.E.T. Intermediate Law Enforcement Certification, or upon completion of four (4) years of active duty military service (actual time spent on active duty or actual drill time in the Military Reserve or National Guard may be credited toward the four year requirement), an officer shall automatically advance to the rank of Corporal. However, officers on disciplinary probation or suspension shall not be eligible for advancement to the rank of Corporal until completion of the probation or suspension.

Section 28.2 Officers who believe they meet the qualifications set forth above must submit notification to the Chief of Police in writing, attaching a copy of his/her C.L.E.E.T. Certification and/or military service record(s). The change in status shall become effective beginning with the pay period following written notification to the Chief of Police, providing there is no dispute as to satisfaction of qualifications. Any Officer refused advancement to the rank of Corporal shall be entitled to the grievance rights set forth in this agreement.

Section 28.3 The rank of Corporal shall be deemed a non-supervisory rank, but Corporals shall serve as mentors to newer officers. The compensation for such rank shall be as set forth in Addendum "A" hereto. In the event that a Lieutenant or Sergeant is not available for all or part of a shift, the Corporal with the most time in rank shall be designated as the acting supervisor for that shift or part thereof. An announcement of such designation shall be made at the beginning of the shift or as soon thereafter as is practicable. The Corporal so designated may direct and supervise the patrol officers on the shift to ensure the orderly and efficient performance and completion of assigned duties and reports and to ensure the proper use, care and maintenance of department property. The Corporal may not discipline an officer on the shift. If the Corporal assigned temporary supervisory duties believes that discipline may be warranted, he/she will prepare a written report and submit the same to the shift Lieutenant. If the Corporal believes that immediate action is necessary for the safety and well being of the officer, the department and the citizens of the community, he/she is to contact the Chief of Police or his/her designee for guidance. Any Corporal who is designated as the acting supervisor and who serves in that capacity for four (4) or more hours during a shift shall receive compensation for that shift at the Step A rate for Sergeants as outlined in Addendum "A."

ARTICLE 29

PROMOTION POLICY

SECTION 29.1 All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein.

SECTION 29.2 It is the purpose of this procedure to assure all employees an equal opportunity to compete in promotional examinations which shall be free of favoritism, personalities and politics. The goal of this procedure is to select the most qualified individual available for the position in an organized and orderly manner.

SECTION 29.3 The Chief of Police will designate an officer to serve as test administrator for all promotional testing. The test administrator will administer the promotional examinations in accordance with this policy.

SECTION 29.4 Written promotional tests shall be developed specifically for the Shawnee Police Department, and for the individual ranks to be tested, specifically: Sergeant, Lieutenant, and Captain. The tests shall be developed by a mutually agreed to outside source.

The subjects of the tests questions shall be limited to Oklahoma Titles 47 and 21, Shawnee City Ordinances relating specifically to Criminal and Traffic Laws, Shawnee Police Department Policies and Procedures, and the Collective Bargaining Agreement between the City of Shawnee and the Shawnee Police Association.

All test questions shall have multiple choice answers only. The pass point for the written tests shall be 70%, provided that 70% is an achievable score, as determined by the test developer.

The tests shall be maintained, administered, and graded by the same source that developed the test in order to maintain the confidentiality of the test questions and answers.

SECTION 29.5 After the written tests have been graded, the test administrator will review the test with each individual candidate. The test review shall be complete, including allowing each candidate to review his/her answer sheet, and providing correct answers to any missed questions. Each candidate shall be informed of his/her test score. All test scores will be posted by social security number following completion of the written test phase.

SECTION 29.6 The date a vacancy is announced shall serve as the determining date of eligibility for time in grade requirements, or time of service requirements, for the announced promotion.

SECTION 29.7 Vacancy announcements shall be posted for thirty (30) days prior to the date of the beginning of the examination process. The announcement shall include the job description for the vacant position, and the date, time, and location for each phase of the promotional testing.

Test questions shall be obtained from materials available to all applicants. A list of these materials shall be posted in conspicuous places throughout the Police Department at the same time the vacancy is announced and posted, and this list of materials shall remain posted for thirty (30) days prior to the date of examination.

SECTION 29.8 The top six (6) candidates, that score 70% or above on the written test, shall qualify to compete in the assessment process. In the event of a tie for the sixth position, all officers tied for that position shall be permitted to compete in the assessment process.

SECTION 29.9 The Chief of Police shall establish an assessment board of three (3) police officers of equal or higher rank to the vacancy being filled. All assessors shall be formally trained in the assessment process. All assessors shall be from police departments of cities with a population of 15,000 or greater. **No assessors shall be from within the Shawnee Police Department.**

SECTION 29.10 The competitive assessment process shall focus on job knowledge, poise, leadership abilities, verbal communication skills, written communication skills, and other skills as specified in the vacancy announcement.

SECTION 29.11 The first phase of the assessment process shall be a review of the written test results of each of the candidates by the assessment board. The written test score will be calculated into the final ranking, and will be one of four scores that shall be averaged by the assessment board.

The second phase of the assessment process shall be the review of each applicants personnel file covering the previous three (3) years. Each candidate shall be present during their review process and will be given the opportunity to clarify or correct any material or information presented to the board. The personnel file review will be scored and averaged into the final score.

The third phase of the assessment process shall be an interview with each candidate. This interview will be to determine what strengths and weaknesses each candidate believes he/she brings to the position. The interview will be scored and averaged into the final score.

The fourth phase of the assessment process shall be a situational, or scenario, examination to determine how each candidate responds to specific situations. The situational phase shall be scored and averaged into the final score.

This shall be the final exercise of the assessment process.

SECTION 29.12 The assessment board will confer and develop a written consensus report identifying the top candidate, specifically addressing the skills, knowledge and abilities demonstrated by that individual during the assessment process. The top candidate, as determined by the assessment board, shall be the individual promoted to the vacant position.

SECTION 29.13 The assessment board will rank all remaining applicants in descending order and provide this list to the Chief of Police. This list will be posted for one (1) year following the completion of the assessment process. All vacancies in that rank occurring during the next twelve (12) months shall be filled from this list, in descending order.

In the event an individual declines to be promoted, the next individual on the list shall be promoted. However, the person that declined promotion shall maintain his/her position on the list for the remainder of the term of the list.

Each candidate shall be provided with his/her assessment board scores. Assessment board scores for all candidates shall be posted by social security number.

SECTION 29.14 All applicants, for promotion to any rank, must not have been reduced in grade within the last twelve (12) months, and must not be on disciplinary probation or disciplinary suspension on the date of examination.

SECTION 29.15 Eligibility to test for the rank of Sergeant shall be limited to Corporals with three (3) years' time in grade and who hold a C.L.E.E.T. Intermediate Law Enforcement Certificate. Applicants testing for the rank of Sergeant shall be subject to competitive selection through the assessment process.

SECTION 29.16 Eligibility to test for the rank of Lieutenant shall be limited to Sergeants with three (3) years time in grade. In addition, it will be required that all Sergeants testing for promotion to Lieutenant to have served a minimum of twelve (12) months as a supervising Sergeant of commissioned police officers. Applicants testing for the rank of Lieutenant shall be subject to competitive selection through the assessment process.

SECTION 29.17 Eligibility to test for the rank of Captain shall be limited to Lieutenants with three (3) years time in grade. In addition, it will be required that all Lieutenants testing for promotion to the rank of Captain to have served a minimum of twelve (12) months as a supervising Lieutenant of commissioned police officers. Applicants testing for the rank of Captain shall be subject to competitive selection through the assessment process.

SECTION 29.18 All newly promoted officers shall be required to complete their six (6) month probationary period on regular assignment. All Sergeants and Lieutenants will be required to complete twelve (12) months of supervision of commissioned police officers before being promoted to the next rank. **The time in grade requirements specified within this policy shall not be waived.**

SECTION 29.19 Upon promotion to the rank of Sergeant, Lieutenant or Captain, the officer's initial rate of pay will be determined by the officer moving to the first step in the pay scale for the newly acquired rank.

SECTION 29.20 In the event of a dispute arising from this process, it shall be handled as a grievance in accordance with the existing labor management contract. However, grievances resulting from the promotional process must be presented to the Chief of Police within three (3) days of the completion of the assessment process.

If the promotion outcome is in question as the result of a grievance the promotion will not be announced until the grievance is resolved.

If the outcome of the promotion is not affected by the grievance, the promotion shall be announced on the seventh (7) day following the completion of the assessment process. If no grievances are presented within three (3) days of the completion of the assessment process the promotion announcement shall be made on the seventh (7) day following the completion of the assessment process.

ARTICLE 30

INDIVIDUALLY ASSIGNED VEHICLE PROGRAM

SECTION 30.1 The take-home-vehicle program increases the number of police units available to respond to the scenes of *reported* crimes or other urgent calls for assistance. The program will increase police presence and display to citizens that there are police ready to respond when needed, thereby contributing to their peace of mind. The program enhances the police department's ability to summon off-duty officers in emergencies and have them report in equipped police cars directly to the site where they are needed. The program will improve the maintenance and reliability of police cars by placing the responsibility for personal care of each car on an individual officer.

SECTION 30.2 Police vehicles will not be utilized for off duty employment or personal use. Exceptions to this requirement may be granted by the Chief of Police for off duty security employment such as: Shawnee Public School activities, *i.e.*, football games. Police vehicles will not to be used for transporting non-police personnel, except for official police business or emergencies.

SECTION 30.3 Officers allowed the use of a police vehicle for commuting purposes that acquires 6 or more points on his/her departmental driving record shall forfeit his/her privilege to use the City vehicle for commuting. Reinstatement of the privilege to use a City vehicle for commuting may be made only after ALL points are removed from his/her departmental driving record.

SECTION 30.4 Officers shall be held accountable for the care and cleaning of the unit permitted to be used for commuting.

SECTION 30.5 Condition of Vehicles: Prior to issue, an inventory/inspection of all city- owned property with the vehicle, including serial numbers, will be completed and shall be maintained by the Shawnee Police Department Fleet Supervisor. All vehicles within this program will have basic equipment in them furnished by the department. Any additional equipment must be approved by the Chief of Police before installation. Weapons are not to be stored in police units used for commuting. Shift supervisors are responsible for regular inspection of vehicles, for proper equipment and condition of vehicles. Inspections will include:

1. Interior, exterior, trunk, engine compartment, and equipment.
2. The assigned officer will correct any discrepancies identified during the inspection by the end of the shift, if possible.
3. Sensitive material related to law enforcement will be removed from a vehicle left for repairs or service.

Damage incurred on or off-duty to the vehicle or equipment, whether by accident or the result of intentional acts of vandalism will be reported by the officer assigned to the vehicle as soon as it is discovered. In addition to any required offense report, the officer will submit a written report to the Chief of Police outlining the circumstances of the damage. Damage caused by negligence or abuse may be cause for disciplinary action.

SECTION 30.6 Eligibility: The City shall have the right to determine the number of police vehicles available to be assigned as take home units. The following condition will apply to the assignment of take home units:

1. Vehicles will be assigned based upon seniority.
2. Officers assigned a take-home unit shall live within an eleven mile radius of the Shawnee City Hall. The Chief of Police may approve take-home units for officers who live beyond the eleven mile radius if the officer is assigned to special duties.
3. If the City does not provide a sufficient number of vehicles for all eligible officers to have an assigned take-home unit, officers with the least seniority will be required to utilize an assigned pool car, and share that car with other officers as assigned.
4. Officers must have successfully completed the Field Training Program to be eligible for a take home vehicle.
5. Vehicles will be assigned to each officer by unit number and driven only by the assigned officer, except when directed otherwise by a supervisor.
6. The officer assigned to each vehicle is responsible for cleaning the interior and exterior of their vehicle. The officer assigned is also responsible for seeing that regular maintenance is performed, as scheduled by the Shawnee Police Department Fleet Supervisor or the City of Shawnee Garage Superintendent.
7. Upon receiving a take home unit, each officer shall sign for receipt of the vehicle.

SECTION 30.7 Vehicle parking and Storage: Take-home vehicles will be primarily parked at the residence of the officer during off-duty hours. Off-street parking is preferred. The vehicle should not be garaged unless:

1. The officer lives outside the 11 mile radius.
2. The officer lives in a neighborhood where the neighborhood covenants dictate where a vehicle may be parked.
3. The officer's residence will be vacant for more than 72 hours while that officer is taking vacation or other time off.
4. During inclement weather.

Vehicles will be returned and stored at the city shop or another area designated by the Chief under the following conditions:

- I. Vacation or days off when an officer's residence will be vacant for more than 72 hours and the vehicle cannot be garaged or placed out of public view.
2. On the job injury.
3. Other circumstances which may be directed by the Chief of Police.

ARTICLE 31

SENIORITY SHIFT SELECTION

SECTION 31.1 Each officer assigned to patrol shift duties shall be allowed to select his/her shift assignment on an annual basis, based upon seniority within each rank.

The Chief of Police shall provide the President of the Local, or his/her designee, with a breakdown of each shift, specifying the number of Lieutenants and Sergeants to be assigned to each shift, and the total number of officers to be assigned to each shift, no later than April 15th of each year. The Chief of Police shall also provide the Local with a list of officers, by rank, along with the seniority date of each officer who will be making a seniority shift assignment selection, no later than April 15th of each year.

The Local shall return to the Chief of Police a completed shift selection sheet reflecting shift selections based upon seniority no later than May 15th. The shift selection list will become final as of June 1st, and will be posted at that time. Seniority shift changes will take effect on the first Sunday in July of each year.

SECTION 31.2 Corporals will select before officers holding the rank of Patrol Officer, who shall select last.

APPENDIX A
HOURLY BASE RATE
EFFECTIVE JULY 1, 2015

	START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS		5 YEARS	6 YEARS
	1	2	3	4	5	6		7	8
OFFICER	16.19	17.66	19.12	19.73	20.29	20.88		21.46	22.37
CORPORAL	22.68		23.23	23.83	24.42	25.03	*		
SERGEANT			25.75	26.54	27.35	28.03	*		
LIEUTENANT			28.98	29.86	30.75	31.52	*		
CAPTAIN			32.51	33.4	34.27	35.13	*		

*New Step 6 for Corporals, Sergeants, lieutenants and Captains will not become effective until 1/1/2016.

Approved by Local #3 of the IUPA on the ____ day of _____, 2015.

JASON CROUCH, President

Approved by the City of Shawnee on the ____ day of _____, 2015.

CITY OF SHAWNEE

JUSTIN ERICKSON, City Manager

ATTEST:

PHYLLIS LOFTIS, City Clerk

APPROVED AS TO FORM AND LEGALITY THE ____ DAY OF _____, 2015.

MARY ANN KARNS, City Attorney

Regular Board of Commissioners

6.

Meeting Date: 08/17/2015

Sales Tax 8/2015

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received August 2015.

Attachments

Sales tax 8/2015

City of Shawnee Memorandum



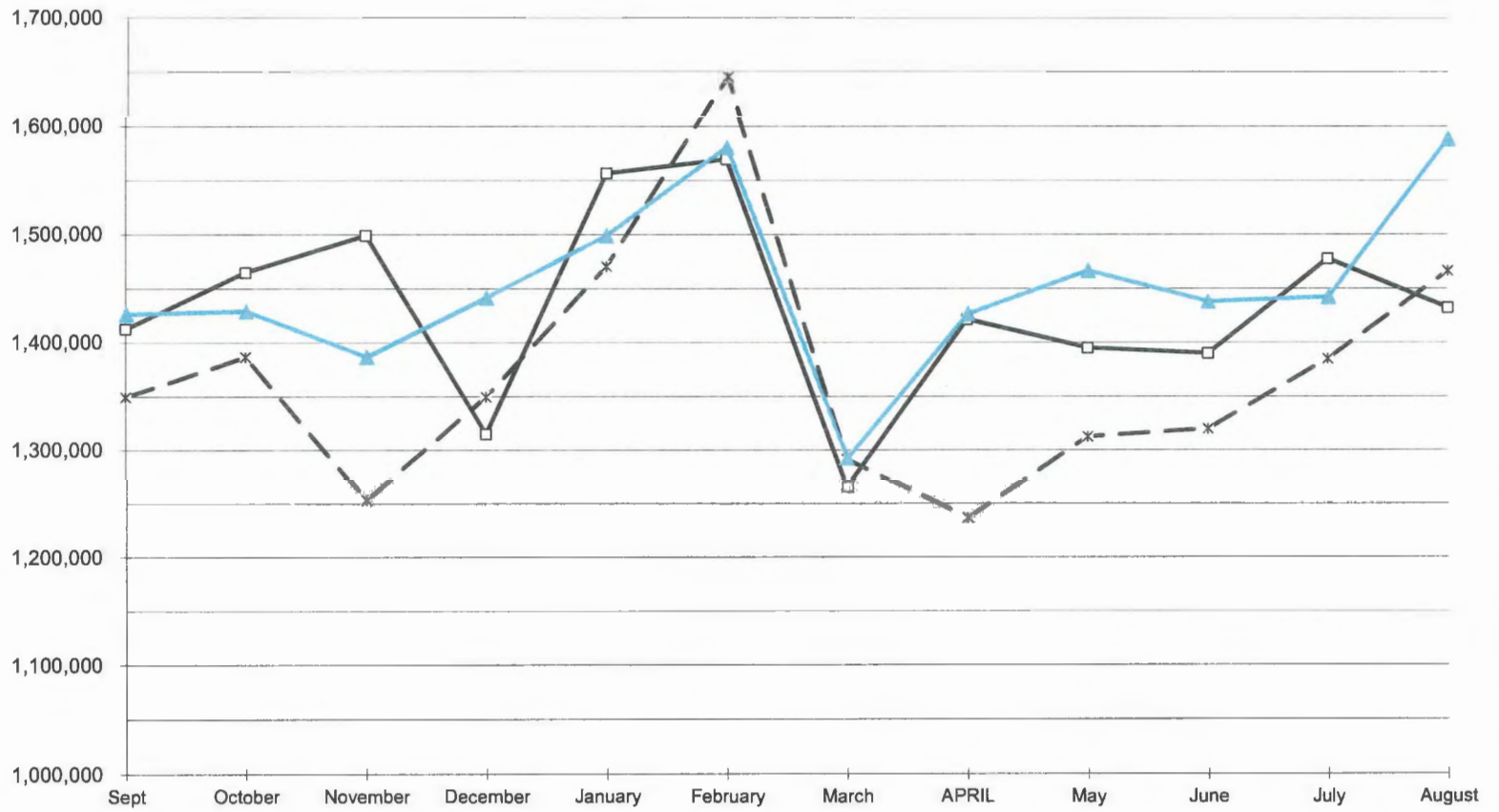
To: Mayor and City Commissioners
CC: Justin Erickson, City Manager
From: Cynthia R Sementelli, Finance Director
Date: August 7, 2015

August sales tax collected was \$1,588,410 up \$156,183 or 10.90% over last year. We are 8.3% or \$122,160 over August 2013 figures.



	September 2012	September 2013	September 2014	Increase (Decrease)	
	through	through	through	Over Prior Year	
Month	August 2013	August 2014	August 2015	Amount	Percentage
Sept	1,349,282	1,412,708	1,426,359	13,651	0.97%
October	1,386,657	1,465,063	1,428,921	(36,142)	(2.47%)
November	1,253,140	1,499,183	1,386,855	(112,328)	(7.49%)
December	1,349,459	1,315,025	1,441,774	126,749	9.54%
January	1,470,565	1,556,616	1,499,067	(57,550)	(3.70%)
February	1,645,070	1,569,453	1,580,604	11,151	0.71%
March	1,291,532	1,265,687	1,292,781	27,093	2.14%
APRIL	1,236,564	1,421,540	1,426,451	4,911	0.35%
May	1,312,710	1,394,972	1,466,536	71,564	5.13%
June	1,319,813	1,390,155	1,438,144	47,989	3.45%
July	1,385,055	1,477,552	1,442,218	(35,334)	(2.39%)
August	1,466,250	1,432,227	1,588,410	156,183	10.89%
Total	16,466,096	17,200,181	17,418,118	217,938	1.27%
		Prior Year	Current Year	Increase (Decrease)	
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		2,909,779	3,030,628	120,849	4.15%
Removed the one time hit in Feb 2013					

Sales Tax -September 2012-August 2015



—x— September 2012 through August 2013

—□— September 2013 through August 2014

—△— September 2014 through August 2015

Regular Board of Commissioners

7.

Meeting Date: 08/17/2015

City Manager update

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Update

Regular Board of Commissioners

10.

Meeting Date: 08/17/2015

Consider ES City Atty

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Regular Board of Commissioners

11.

Meeting Date: 08/17/2015

Consider ES litigation

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider an Executive Session for discussion and possible action on litigation pending against the City of Shawnee by Rhonda Dennie Godwin (Case number WCC#: 2005-13305L) as authorized by 25 O. S. §307(B)(4) on the recommendation of counsel that public discussion would impair the ability of the City Attorney to adequately defend the City.

Regular Board of Commissioners

12.

Meeting Date: 08/17/2015

Discuss ES litigation

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding discussion of evaluation and consideration of contract of the City Attorney pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."

Regular Board of Commissioners

13.

Meeting Date: 08/17/2015

Discuss ES City Atty

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration and possible action on matters discussed in Executive Session regarding litigation pending against the City of Shawnee by Rhonda Dennie Godwin (Case No. WCC#: 2005-13305L) as authorized by 25 O. S. §307(B)(4) on the recommendation of counsel that public discussion would impair the ability of the City Attorney to adequately defend the City.
