

AGENDA
BOARD OF CITY COMMISSIONERS
August 15, 2011 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item Number 8.
 - b. Minutes from the August 1, 2011 meeting.
 - c. Budget Amendment - SMA
 - d. Budget Amendment - Police Department
 - e. Acknowledge the following minutes:
 - Planning Commission minutes from July 6, 2011
 - f. Lake Lease Transfers and Renewals:

Transfers:

- Lot 9 Johnston Tract, 16702 Magnino Road
From: K. Wilson
To: D. & J. Carpenter
- Lot 8 Johnston Tract, 16704 Magnino Road
From: T. McInturff
To: D. & J. Carpenter
- Lot 7 Renfro Tract, 15813 Sleepy Hollow
From: L. Hinkle
To: C. & L. Spears
- Lot 8 Renfro Tract, 15809 Sleepy Hollow
From: N. Powell
To: C. & L. Spears

Renewal:

- Lot 2 Coffman Tract, 15405 Perry Road
J. & B. Vrana

- g. Approve Memorandum of Understanding between the District Attorney's Office, 23rd Judicial District and the Shawnee Police Department regarding "Stop Violence Against Women Grant".
 - h. Approve agreement with the Oklahoma Tax Commission for Administration of the City of Shawnee Sales and Use Tax Ordinances.
 - i. Approve Oklahoma Municipal Retirement Fund Normal Retirement for Mike McClendon, Maintenance II, Water Distribution.
 - j. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Kelly Bradshaw.
 - k. Authorize staff to request qualifications from engineering firms to provide professional services to complete a Multi-Phase Comprehensive Utility System Master Plan
 - l. Authorize staff to bid out the purchase of a valve insertion tool for the Water Distribution Department.
 - m. Authorize staff to go out for bids for the recoating and installation of new bearings for one set of screw pumps at the Northside Wastewater Treatment Plant.
 - n. Approve contract with Shaughnessy Group for City Connect production.
 - o. Approve agreement to execute right-of-way document to ONG for installation of a new gas main to serve the airport terminal and adjacent hangar.
 - p. Approve City Manager Contract
 - q. Authorize staff to solicit proposals for snow removal assistance.
3. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
 4. City Manager's presentation of Employee of the Month to Whisper Peace and Robin Riddle.
 5. Public hearing and consider an ordinance to rezone property located at 606 East Seymour from R-1; Single Family Residential to R-3; Mulit-Family Dwelling. Case P09-11 Applicant: Abner Monterroso
Deferred from July 6, 2011
 6. Acknowledge Sales Tax report received August, 2011.
 7. Discussion regarding dates for the Capital Improvement Plan public meetings.
 8. Consider Bids:

- a. Beard Street Widening Project from Farrall to North Canadian River Bridge. Contract No. COS-PW-10-03 (Open)
 - b. Rehabilitate Runway 17-35; Grade Safety and Construction Connecting Taxiway. AIP Project 3-40-0088-015-2011.- Contract No. COS-PW-11-01 (Award)
9. New Business
- (Any matter not known about or which
could not have been reasonably foreseen
prior to the posting of the agenda)
10. Administrative Reports
11. Commissioners Comments
12. Consider and Executive Session to discuss the status of negotiations with the IAFF, Local No. 203, for a Collective Bargaining Agreement for FY 2011-2012 as authorized by 25 O.S. §307(B)(2).
13. Consider and Executive Session to discuss the status of negotiations with the IUPA, Local No. 3, for a Collective Bargaining Agreement for FY 2011-2012 as authorized by 25 O.S. §307(B)(2).
14. Consider matters discussed in Executive Session regarding the status of negotiations with the IAFF, Local No. 203, including consideration of a possible resolution of the FY 2011-2012 Collective Bargaining Agreement.
15. Consider matters discussed in Executive Session regarding the status of negotiations with the IUPA, Local No. 3, including consideration of a possible resolution of the FY 2011-2012 Collective Bargaining Agreement.
16. Adjournment

Respectfully submitted

Phyllis Loftis, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 08/15/2011

Opening of bids

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item Number 8.

Regular Board of Commissioners

2. b.

Meeting Date: 08/15/2011

Minutes August 1, 2011

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the August 1, 2011 meeting.

Attachments

Minutes 8-01-2011

BOARD OF CITY COMMISSIONERS PROCEEDINGS
AUGUST 1, 2011 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 1, 2011 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Peterson presided and called the meeting to order. Upon roll call, the following members were in attendance.

Absent

Mayor

Absent

Commissioner Ward 1

Frank Sims

Commissioner Ward 2

James Harrod

Commissioner Ward 3

Billy Collier

Commissioner Ward 4-Vice Mayor

John Winterringer

Commissioner Ward 5

Steve Smith

Commissioner Ward 6

ABSENT: Linda Peterson, Pam Stephens

INVOCATION

REV. MIKE RADCLIFF

CALVARY BAPTIST CHURCH

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Agenda.

A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to approve the Agenda. Motion carried 5-0.

AYE: Harrod, Sims, Collier, Winterringer, Smith

NAY: None

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item Number 7.
- b. Budget Amendment – SMA Fund 501
- c. Budget Amendment – General Fund 001
- d. Minutes from the July 18, 2011 regular meeting.
- e. Acknowledge the following minutes and reports:
 - License Payment Report June 2011
 - Project Payment Report June 2011
 - Shawnee Civic and Cultural Development Authority Minutes from May 19, 2011
 - Shawnee Beautification Committee Minutes from June 9, 2011
- f. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Teresa Oldham.
- g. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for John Shaw.
- h. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan and Hybrid from the Defined Benefit plan for Zane Qualls.
- i. Authorize the Mayor and other City Officials to sign the Federal Aviation (FAA) grant application and any grant related documents required by the FAA and the Oklahoma Aeronautics Commission for the following: FAA AIP Project No. 3-40-0088-015-2011; Rehabilitate Runway 17-35; Grade Safety Areas; and Construct Connecting Taxiway
- j. Authorize police department to purchase six (6) 2012 Chevy crew cab 4X4 LT pickups budgeted at the state purchasing price of \$27,558.50 each making the total cost \$165,351.00, funds for the above listed expenditures have been budgeted in capital account #301-5-0620-5450.

- k. Approval of correction Quit Claim Deed, 2004 N. Kickapoo, Shawnee, Oklahoma
- l. Approve Nomination Order with ONEOK Energy Marketing Company for natural gas purchase.

A motion was made by Commissioner Sims, seconded by Commissioner Harrod, to approve the Consent Agenda Items a – l. Motion carried 5-0.

AYE: Sims, Harrod, Collier, Winterringer, Smith

NAY: None

AGENDA ITEM NO. 3:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

Mr. Merle Arnold spoke regarding the inconsistent enforcement of trailers within the city limits. He also reported a 250 – 500 gallon butane tank on housing authority property close to downtown Shawnee.

Ms. Olivia Wilson spoke against the proposed \$3 million dollar Aquatics Center which is one of the proposed capital improvement projects under discussion. Ms. Wilson felt the money could be better spent planning family events at Woodland Veteran Park.

Ms. Linda Agee spoke in opposition of the proposed capital projects, and in particular the increasing of ad valorem assessments to pay for the projects. She also noted that other Oklahoma cities had built parks/sports complexes for much less than the proposed \$20 million contained in the City's plan.

Mr. Jeff Rodgers, retired Shawnee Police Officer, addressed the Commission regarding his need for a new handicapped accessible van. He stated that his current vehicle is ten years old and he feels the city needs to meet their obligation to purchase a new van.

Mr. Phil Tomlinson spoke regarding the capital improvement projects. He stated that he is supportive of the projects, however, he feels that citizens may not vote for projects that aren't infrastructure related.

Ms. Theresa Cody stated that she is appreciative of Commissioner Harrod's stance on the capital project plan. She is opposed to raising sales tax and feels that it will cause more Shawnee citizens to shop in Oklahoma City or Midwest City.

Mr. Fred Turner addressed the Commission regarding city employee pensions. He stated that the city commissioners and city manager are not being forthright about pension liabilities.

AGENDA ITEM NO. 4: Presentation by Larry R. Dillion, McLoud City Manager, of Wes Watkin's Reservoir Annual Report.

McLoud City Manager Larry Dillon presented the annual report of the Wes Watkin's Reservoir. Mr. Dillon stated that the news was good in all areas. He reported that 123,000 people visited the area since McLoud assumed management of the park. He stated that the park is open 24 hours per day, 7 days per week and are within \$14,000 of breaking even this year. The Town of McLoud has seen an 8-10% increase in sales tax revenue in the past year due to the visitors in the area.

AGENDA ITEM NO. 5: Presentation by Teri Wyatt, of Oklahoma State Equestrian Association, regarding equestrian trails at North Deer Creek Recreation Area.

Director of Operations James Bryce requested this item be tabled until a later date.

A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to table this item until a later date. Motion carried 5-0.

AYE: Harrod, Sims, Collier, Winterringer, Smith
NAY: None

AGENDA ITEM NO. 6: Discussion on Capital Improvement Projects.

Commissioner Frank Sims began the discussion by explaining the method used by staff and Commissioners to select the projects that are included in the proposed project list. Regarding the Regional Park project, he noted that our park

is a 160 acre project that will include a pond for fishing/boating. In addition to the baseball, softball and soccer fields, a lacrosse field is also planned. He noted that a park in Chickasha, which costs \$10 million dollars, only encompassed 56 acres.

Regarding the Aquatics Center he stated that this is a quality of life issue that will be a real asset to the community.

Commissioner Sims further noted the improvements needed at the Expo Center, such as a new parking lot and restroom upgrades.

The Commissioner also stated that Economic Development needs an investment of capital money to bring in manufacturing and retail jobs to our City.

Other projects addressed by Commissioner Sims were transforming the old Al James building into a public safety center, the need for a north side radio tower, street improvements, sidewalks and neighborhood revitalization.

Commissioner Sims closed by stating he would like to see a public hearing set for citizens to provide input.

Commissioner James Harrod spoke next regarding the capital projects. He stated that he thought \$50 million dollars would present too much of a burden on taxpayers. He stated that he would be more likely to support a \$15 million in General Obligation bonds over a ten year period rather than \$30 million over a twenty year period.

Speaking specifically about the proposed projects, he stated that the Regional Park could be done in two phases, rather than all at once.

Commissioner Harrod noted he felt that other agencies would benefit from a northside radio tower, and they should help with the financing of it.

Regarding Economic Development, he noted that it could not be paid for from ad valorem proceeds. Further, even if jobs were created, we do not currently have the workforce to fill those positions. He suggested the City work with Gordon Cooper Vo-Tech to train and provide additional workers.

Addressing the proposed Public Safety Center, he felt the City was still unsure of the amount needed to complete the project and more estimates should be obtained.

Commissioner Harrod would like to see the Chamber of Commerce conduct a public survey to get an idea of what people truly want and would be willing to vote for before it is placed on a ballot.

Vice Mayor Billy Collier asked the citizens to provide input on this issue and suggested that a public hearing be set as soon as possible to allow citizens to further address this issue. He will be in contact with city staff to try to schedule the public hearing as soon as schedules allow.

Commissioner Smith stated he was pleased that so many citizens were commenting on the projects and encourage more citizens to do the same. He assured citizens that the Commission is not making concrete decisions and that everything is still open for discussion. He stated that their job was to try to do everything possible to meet the needs of the greatest number of people. Commissioner Smith stated that while wanting Shawnee to grow, it has to grow with the will of the people.

AGENDA ITEM NO. 7:

Consider Bids:

- a. Rehabilitate Runway 17-35; Grade Safety and Construction Connecting Taxiway. AIP Project 3-40-0088-015-2011.- Contract No. COS-PW-11-01 (Open)

BIDDER

AMOUNT

Haskell Lemon Construction
Oklahoma City, OK

\$3,356,147.00
\$249,030.00 (alternate)

Assistant Airport Manager Rex Hennen read the bids into the record and requested that the bid award be deferred to the next meeting to allow staff to review and check references.

A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to defer the bid award to the August 15, 2011 City Commission meeting. Motion carried 5-0.

AYE: Harrod, Sims, Collier, Winterringer, Smith

NAY: None

AGENDA ITEM NO. 8:

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

There was no New Business.

AGENDA ITEM NO. 9:

Administrative Reports

There was no Administrative Reports.

AGENDA ITEM NO. 10:

Commissioners Comments

Commissioner Harrod noted that infrastructure improvements, such as water and sewer lines, come from the Shawnee Municipal Authority fund and would not be affected by General Obligation bonds or sales tax increases. He noted the recent water rate increase as an example of how the Authority makes improvements such as the new 30” water line and pumps and controls at the water treatment plant.

AGENDA ITEM NO. 11:

Adjournment

There being no further business to be considered, a motion was made by Commissioner Sims, seconded by Commissioner Winterringer, that the meeting be adjourned. Motion carried 5-0. (7:29 p.m.)

AYE: Sims, Winterringer, Smith, Harrod, Collier

NAY: None

BILLY COLLIER, VICE-MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 08/15/2011

Budget Amendment

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment - SMA

Attachments

Budget Amend SMA

Estimated Revenue, Fund Balance, or Transfers IN

Appropriations

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

Regular Board of Commissioners

2. d.

Meeting Date: 08/15/2011

Budget Amendment PD

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment - Police Department

Attachments

Budget Amend PD

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	3001			Fund Balance	1,667,423.00	(22,440.00)	1,644,983.00
							-
							-
				Total		(22,440.00)	1,644,983.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0620-5450			Captial Outlay Bldg/Equipment	78,350.00	22,440.00	100,790.00
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
						-	-
					78,350.00	22,440.00	100,790.00

Approved by the City Commission this

ISSUED A PO FOR VEST AT THE END OF MARCH- ORDER HAS NOT
BEEN PUT INTO PRODUCTIONS DO WE ARE PULLING IT FROM
VENDOR AND GOING WITH SOMEONE ELSE

Approved:

Mayor

Attest:

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

Regular Board of Commissioners

2. e.

Meeting Date: 08/15/2011

Board/Committee Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Planning Commission minutes from July 6, 2011

Attachments

Planning Commission minutes

PLANNING COMMISSION MINUTES

DATE: July 6, 2011

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, July 6, 2011 at 1:30 p.m., pursuant to notice duly posted as prescribed by law. Justin Erickson, Planning Director for the City of Shawnee, presented the staff reports. Staff reports are available upon request.

AGENDA ITEM NO. 1: Roll Call

Upon roll call the following members were present:
Shawna Turner, Carl Holt, Chris Silvia, Ben Salter

Not present: Kirk Hoster, *Brad Carter

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

*Note: Brad Carter arrived at 1:35 p.m. during agenda item #4.

AGENDA ITEM NO. 2: Approval of the minutes from the June 1, 2011 Planning Commission Meeting.

Shawna Turner for a motion, Commissioner Holt made a motion seconded by Commissioner Salter to approve the June 1, 2011 minutes,

Motion carried:

AYE: Holt, Salter, Turner, Silvia

NAY: None

ABSTAIN: None

AGENDA ITEM NO. 3: Swear in new commissioner, Taylor Prince.

Taylor Prince was sworn in as Planning Commissioner.

AGENDA ITEM NO. 4: Elect Chairperson and Co-chairperson for the Planning Commission.

Note: This item was deferred to after agenda item 7.

Commissioner Carter made a motion to elect Shawna Turner as Chairperson, seconded by Chris Silvia.

Motion carried:

AYE: Carter, Silvia, Salter, Prince, Holt

NAY: None

ABSTAIN: Turner

Commissioner Carter made a motion to elect Chris Silvia as Co-chairperson, seconded by Prince.

Motion carried:

AYE: Carter, Prince, Turner, Holt, Salter

NAY: None

ABSTAIN: Silvia

AGENDA ITEM NO. 5: **Case # S06-11 – Consideration of approval of a final plat for Primrose Addition located at the NE corner of Bryan & Bradley.
Applicant: Landes Engineering, LLC.**

Shawna Turner asked for the staff report. Justin Erickson presented the staff report and recommended approval of Primrose Addition Final Plat, subject to the following conditions:

1. The City Engineer shall approve the final engineered stormwater management plan prior to issuance of a building permit on the subject site.
2. All previous approval conditions set forth in the Combined Staff Report presented at the June 1, 2011 Planning Commission Meeting and approved by the Shawnee City Commission on June 6 continue to apply.

Shawna Turner opened the public hearing and asked if anyone was for or against the proposal. No one came forward.

Shawna Turner asked for a motion, Commissioner Silvia made a motion, seconded by Commissioner Prince to approve the Final Plat for Primrose Addition, subject to the conditions as outlined by staff.

Motion carried:

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

NAY: None

ABSTAIN: None

AGENDA ITEM NO. 6:

**Case # P09-11 – Consideration of approval to rezone property located at 606 E. Seymour from R-1; Single Family Residential to R-3; Multi-Family Dwelling.
Applicant: Abner Monterroso.**

Shawna Turner asked for the staff report. Justin Erickson presented the staff report. After presenting the staff Mr. Erickson stated that an R-2 residential classification would be the best fit for the site, for the following reasons:

1. It will allow construction of a duplex structure, which is lower in density than a triplex;
2. It allows productive use of the larger site, while also limiting potential neighborhood impacts; and
3. It is more consistent with the Comprehensive Plan than an R-3 designation would be.

Justin Erickson recommended denial of the applicant's request to rezone the subject property to R-3 and instead recommended approval of a rezone from R-1 to R-2 (Combined Residential District).

Shawna Turner asked if anyone was for the proposal. Abner Monterosso came forward for the proposal and answered questions from the Commission. The Commission asked Mr. Monterosso if they deferred this item to the August meeting if he could bring a formal drawing showing the footprint of the project and the proposed parking lot. Mr. Monterosso agreed to bring a drawing to the next meeting.

Shawna Turner asked if anyone was against the proposal. No one came forward.

Shawna Turner asked for a motion, Commissioner Carter made a motion, seconded by Commissioner Silvia to defer this item to the August 3, 2011 meeting.

Motion carried:

AYE:	Carter, Silvia, Salter, Prince, Turner, Holt
NAY:	None
ABSTAIN:	None

AGENDA ITEM NO. 7:

**Case # P10-11 – Consideration of approval to rezone property located at 909 E. Independence from C-1; Neighborhood Commercial to R-3; Multi-Family Dwelling.
Applicant: Kaye Steele Harrod.**

Shawna Turner asked for the staff report. Justin Erickson presented the staff report and recommended approval to rezone 909 E. Independence to R-3.

Shawna Turner asked if anyone was for the proposal. Kaye Harrod came forward for the proposal and answered questions from the Commission.

Shawna Turner asked if anyone was against the proposal. No one came forward.

Shawna Turner asked for a motion, Commissioner Silvia made a motion, seconded by Commissioner Salter to approve the rezoning from C-1 to R-3.

Motion carried:

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

NAY: None

ABSTAIN: None

AGENDA ITEM NO. 8:

Planning Director's report.

Justin Erickson reported there were 6 new home permits issued in June.

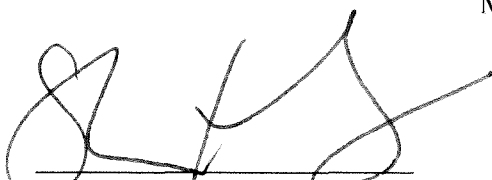
AGENDA ITEM NO. 9:

New Business/Commissioner Comments

No new business was discussed.

AGENDA ITEM NO. 10:

Adjournment
Meeting was adjourned.


Chairman/Vice-Chairman

Karen Drain
Karen Drain, Planning Commission Secretary

Regular Board of Commissioners

2. f.

Meeting Date: 08/15/2011

Lake Lease Transfers and Renewals

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Lake Lease Transfers and Renewals:

Transfers:

- Lot 9 Johnston Tract, 16702 Magnino Road
From: K. Wilson
To: D. & J. Carpenter
- Lot 8 Johnston Tract, 16704 Magnino Road
From: T. McInturff
To: D. & J. Carpenter
- Lot 7 Renfro Tract, 15813 Sleepy Hollow
From: L. Hinkle
To: C. & L. Spears
- Lot 8 Renfro Tract, 15809 Sleepy Hollow
From: N. Powell
To: C. & L. Spears

Renewal:

- Lot 2 Coffman Tract, 15405 Perry Road
J. & B. Vrana

Attachments

Lake Lease Transfers and Renewal



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

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

Date	8/09/11	License No. #020837
Type	☐ Renewal	☒ Transfer (Fee: \$1,000)
Commission Meeting Date	8/15/11	
Property Address	16702 MAGNINO RD	
Lake Site Location	LOT 9 JOHNSTON TRACT	
Lease Dates	8/15/2011 – 8/15/2041	
Lease Fee (changes annually)	\$612.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	DERRICK & JESSICA CARPENTER	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	KIMBERLY WILSON	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No (if no, due:)	
DEQ Report on File	☐ Yes ☒ No	
Type of Septic System	☐ Conventional ☐ Aerobic	
Last Inspected/Pumped		
Misc. Comments	NO SEPTIC ON PROPERTY Total Charges Paid: \$1612.00	



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

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

Date	8/09/11	License No #020836
Type	☐ Renewal ☒ Transfer (Fee: \$1,000)	
Commission Meeting Date	8/15/11	
Property Address	16704 MAGNINO RD	
Lake Site Location	LOT 8 JOHNSTON TRACT	
Lease Dates	8/15/2011 – 8/15/2041	
Lease Fee (changes annually)	\$612.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	DERRICK & JESSICA CARPENTER	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	TOMMY MCINTURFF	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No (if no, due: 3/17/15)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	3/17/10	
Misc. Comments	Total Charges Paid: \$1612.00	



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

Date	8/09/11	License No. #020946
Type	☐ Renewal ☒ Transfer (Fee: \$1,000)	
Commission Meeting Date	08/15/11	
Property Address	15813 SLEEPY HOLLOW	
Lake Site Location	LOT 7 RENFRO TRACT	
Lease Dates	8/15/2011 – 8/15/2041	
Lease Fee (changes annually)	612.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	CHRIS & LISA SPEARS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	LESLEE HINKLE	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No (if no, due: 6/3/13)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	6/03/08	
Misc. Comments	 Total Charges Paid: \$1612.00	



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

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

Date	8/09/11	License No. #020945
Type	☐ Renewal ☒ Transfer <i>(Fee: \$1,000)</i>	
Commission Meeting Date	08/15/11	
Property Address	15809 SLEEPY HOLLOW	
Lake Site Location	LOT 8 RENFRO TRACT	
Lease Dates	8/15/2011 – 8/15/2041	
Lease Fee (changes annually)	612.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	CHRIS & LISA SPEARS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	NANCY POWELL	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No (if no, due:)	
DEQ Report on File	☐ Yes ☒ No	
Type of Septic System	☐ Conventional ☐ Aerobic	
Last Inspected/Pumped		
Misc. Comments	NO SEPTIC – VACANT LOT	
	Total Charges Paid: \$1612.00	



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

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

Date	7/12/11	License No. #009805
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	8/15/11	
Property Address	15405 PERRY RD	
Lake Site Location	LOT 2 COFFMAN TRACT	
Lease Dates	7/17/2011 – 7/17/2041	
Lease Fee (changes annually)	\$612.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	JOHN & BARBARA VRANA	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	☐ Yes ☒ No (if no, due: 7/12/12)	
DEQ Report on File	☐ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	7/12/07	
Misc. Comments		
	Total Charges Paid: \$612.00	

Regular Board of Commissioners

2. g.

Meeting Date: 08/15/2011

Memo of Understand with District Attorney Office

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve Memorandum of Understanding between the District Attorney's Office, 23rd Judicial District and the Shawnee Police Department regarding "Stop Violence Against Women Grant".

Attachments

Memo of Understand with SPD and DA' office

MEMORANDUM OF UNDERSTANDING

STOP Violence Against Women Grant

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

This MOU covers the period of January 1, 2012 to December 31, 2012. Pursuant to this agreement each party shall perform in like manner according to the requirements listed below.

Shawnee Police Department shall:

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

District Attorney's Office shall:

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

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

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

City Manager

ATTEST:

City Clerk

District Attorney

Date

Regular Board of Commissioners

2. h.

Meeting Date: 08/15/2011

Oklahoma Tax Commission Agreement

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve agreement with the Oklahoma Tax Commission for Administration of the City of Shawnee Sales and Use Tax Ordinances.

Attachments

OTC Agreement - Sales Tax

OKLAHOMA TAX COMMISSION



August 1, 2011

To Whom It May Concern:

Please be advised that, after numerous discussions between the Oklahoma Municipal League Liaison Board and the Tax Commission, the parties have agreed to the terms of the new sales and use tax administration agreement. The new agreement, once executed, will replace the separate sales and use tax agreements currently in effect. Please be advised that the existing agreements remain in effect until the new agreement is completed

The new agreement can be found on the Tax Commission home page at www.tax.ok.gov under the Top Downlinks tab. Please print two original copies of the agreement, complete all blanks on pages of the agreement and have the proper officials' sign on the lines designated. Also, affix the corporate seal.

Upon completion, send both copies of the agreement to this Division, for acceptance and approval by the Tax Commission. One fully executed copy the agreement will be returned to you for your files. Please mail to:

Oklahoma Tax Commission
Attn: Dave Francis, TPA
PO Box 269057
Oklahoma City, Ok 73126-9057

We request that you give this matter your immediate attention. If you have any questions, please feel free to contact this office at the address below or at (405) 522-6600.

Sincerely,

OKLAHOMA TAX COMMISSION

Dave Francis, City/County Coordinator
Taxpayer Assistance Division
(405) 522-6600
dfrancis@oktax.state.ok.us

**AGREEMENT FOR ADMINISTRATION
OF THE SALES AND USE TAX ORDINANCES
OF THE CITY/TOWN OF**

Shawnee

THIS AGREEMENT is entered into this ____ day of _____, ____ pursuant to the provisions of Sections 2701 et seq. of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as "Commission," and the City/Town of _____, Oklahoma, hereinafter referred to as "Municipality," for the administration of effective sales and use tax ordinances on file with the Commission hereinafter referred to as "Ordinances," levying a municipal sales or use tax of three percent (3%) upon sales within or outside of the Municipality.

1. This Agreement is based upon the Ordinances for the collection of sales and uses taxes by the Municipality, certified copies of which are attached hereto and made a part hereof. The Municipality may, at any time and from time to time, amend or repeal the Ordinances and, to the extent that the Municipality amends or repeals the Ordinances, the Municipality shall promptly provide the Commission with a certified copy of the ordinance effecting such amendment or such repeal.

An increase or a decrease in the municipal sales or use tax rate shall become effective only on the first day of a calendar quarter. Provided, however, the sales and use tax rates levied by the Municipality if the Municipality levies both a sales and use tax, must be identical. The Municipality shall notify the Commission of an increase or a decrease at least seventy-five (75) days prior to the close of the current calendar quarter and shall provide the Commission with a certified copy of the ordinance affecting such increase or such decrease.

2. A. The Commission shall administer and shall enforce the Ordinances and shall collect the municipal sales and use tax, and the interest and penalties with respect thereto, as provided in the Ordinances and as herein provided. It is recognized and acknowledged that:

(a) the Ordinances levy municipal sales tax upon all sales within the Municipality as authorized by Section 2701 of Title 68 of the Oklahoma Statutes; and

(b) the term "sale" as used in the Ordinances has the same meaning as the term "sale" has in the Oklahoma Sales Tax Code; and

(c) the Ordinances levy municipal use tax upon all transactions within or without the Municipality as authorized by Sections 1411 of Title 68 of the Oklahoma Statutes; and

(d) the term “use” as used in the Ordinances have the same meaning as the term “use” has in the Oklahoma Use Tax Code.

To facilitate such administration, such collection and such enforcement of local taxes, the Commission shall designate a Local Tax Coordinator of the Commission who shall be generally responsible for matters related to the collection of local taxes and, with respect to such matters, shall directly advise the Administrator of the Commission. The duties which may be performed by the Local Tax Coordinator and/or other employees of the Commission under his or her supervision, shall include, without limitation,

(a) acting as liaison between the Commission and municipalities with respect to the administration, the collection and the enforcement of local taxes,

(b) addressing concerns of the Commission and/or taxpayers with respect to the administration, the collection and the enforcement of municipal taxes by municipalities,

(c) consulting with municipalities concerns and trends with respect to local taxes,

(d) coordinating collection and enforcement actions by the Commission and municipalities with respect to local taxes,

(e) coordinating the provision by the Commission to municipalities of information and

(f) providing educational and other support to municipalities in their collection and enforcement efforts.

In making decisions with respect to the administration of local taxes, the Commission will consider the view expressed by the Municipality.

The Municipality shall not request that the Local Tax Coordinator perform any duties which are the sole responsibility of the Municipality.

B. The implementation plan adopted pursuant to subsection 4 of subsection E of Section 2702 of Title 68 of the Oklahoma Statutes shall be incorporated into the collection agreement entered into by Municipality and Commission pursuant to subsection E of section 2702 of Title 68 of the Oklahoma Statues, as if fully set forth therein.

3. The method of computing sales tax to be used by vendors in collecting both state and municipal sales tax, is prescribed in Section 1362 of the Oklahoma Sales Tax Code. The method of computing use tax to be used by vendors in collecting both state and municipal use tax, is prescribed in Section 1401 of the Oklahoma Use Tax Code.

4. The discount (deduction) allowed to vendors in Section 1367.1 of the Oklahoma Sales Tax Code shall be applicable to both state and local sales tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local sales tax remittances. The discount (deduction) allowed to vendors in Section 1410.1 of the Oklahoma Use Tax Code shall be applicable to both state and local use tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local use tax remittances.

5. The Commission shall retain, as its sole compensation for its services rendered hereunder, an amount equal to the applicable percentage of the amount of the municipal sales or use taxes, and the interest and penalties with respect thereto, collected by the Commission hereunder. The applicable percentage is set forth in Exhibit A as incorporated herein.

6. Except as otherwise provided herein, the Commission shall give no preference in applying an amount received for state, municipal and county sales or use taxes owed by a taxpayer to the extent that such amount is less than the aggregate state, municipal and county sales or use tax liability of the taxpayer. Any such amount shall be applied pro rata to the satisfaction of the claims of the Commission, the claims of the Municipality and the claims of other municipalities and counties based on the portions of the aggregate state, municipal and county sales or use tax liability of the taxpayer represented by their respective claims.

7. The municipal sales or use tax received and collected by the Commission pursuant to this Agreement shall be deposited in the State Treasury as required by law. The Commission shall use its best efforts to cause to be paid to the Municipality no later than the tenth day of each calendar month all municipal sales and use tax, and the interest and the penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, less any amount withheld by the Commission under Paragraph 5 and less any amounts deducted by the Commission in connection with refunds hereunder.

8. The Commission shall require reports of municipal sales and use tax from vendors, shall maintain records of reports by, and receipts and collections from vendors, and shall maintain the records in such a manner that the total amount due the Municipality each month can be determined by the Commission and can be verified by the Municipality. The requirement for the Commission to maintain its records in a verifiable form is intended to require the Commission to maintain its records in a form capable of producing reports that can be electronically downloaded into, at a minimum,

an excel spreadsheet or its equivalent; the Commission will use a form which is capable of being understood by a person reviewing such records. The Commission shall transmit to the Municipality a monthly statement of the municipal sales and use tax, and interest and penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, the amounts, if any, refunded by the Commission to taxpayers during the immediately, preceding calendar month and the amount withheld by the Commission under Paragraph 5.

9. In the event a vendor remits sales or use tax due but fails to submit city attachments, or submits a report from which the sales or use tax due Municipality cannot be determined, the Commission will allocate to Municipality such sales or use tax received pro rata based on the vendor's percentage allocation for the most recent report filed or, if no report has been filed, according to the best information available to the Commission. Such amount, and any interest and penalty as provided in Section 217 of Title 68 of the Oklahoma Statutes with respect thereto, shall be paid to the Municipality in accordance with Paragraph 7. Interest will begin as of the date the vendor remittance is deposited to the State Treasury.

10. The Municipality acknowledges that the Commission is responsible for making refunds to taxpayers of municipal sales and use taxes previously collected by the Commission on behalf of the Municipality. The term "refunds" as used herein shall include payments made pursuant to filed claim for refund(s) or amended return(s) approved by the Commission. The Commission's determination of any taxpayer's liability for sales and use taxes shall be binding as between the Municipality and the taxpayer.

Any refund of municipal sales and use tax previously paid by the Commission to the Municipality shall be paid from subsequent collections of the municipal sales and use tax. Such refund shall be deducted from the collections payable by the Commission to the Municipality in the immediately following calendar month (unless the taxpayer entitled to such refund otherwise agrees).

11. The Commission shall provide notice to the Municipality of any aggregate request for refund or any remittance error of combined state, county and city sales and use tax in the amounts of \$10,000 or more. On or before July 31, 2012, the Commission will review the software capability of providing notice for any aggregate request for refund or remittance error of combined state, county and city sales and use tax in amounts less than \$10,000 and, if the capability is available, will implement it. Notice will be provided within seven (7) business days of the Commission's initial review of a claim for refund, documented as outlined in OAC 710:65-11-1 or upon discovery of a remittance error. Municipality agrees that any amount contained in the notice given pursuant to this section will be considered as advisory only until such time as a final determination has been made by the Commission. Commission, through the Local Tax Coordinator, will notify Municipality at such time the Commission determines the final amount to be refunded pursuant to a claim or remittance error. Any municipal sales or use tax, and/or any interest and penalties with respect thereto, paid under protest by a

taxpayer to the Commission during the immediately preceding calendar month shall be paid by the Commission to the Municipality as part of the payment being made by the Commission to the Municipality. If the protested municipal sales or use tax, interest or penalties are required to be refunded, such amount and any interest required to be paid thereon will be paid out of subsequent collections by the Commission. Such refund shall be deducted from the collections payable by the Commission to the Municipality in the immediately following calendar month (unless the taxpayer entitled to such refund otherwise agrees) subject to the provisions of paragraph 10.

The municipality may request by a blanket advisement to the Commission that it be notified of any hearing wherein the Commission hears a claim for refund of a protest of an assessment. If an affected municipality shall have requested such notice in writing, the Commission shall, at the same time the parties are notified of the scheduled hearing, provide notice to the municipality affected.

12. Simultaneously with the execution and the delivery of this Agreement, the Commission shall, upon written request of the Municipality, provide to the Municipality a full and complete list of the names and the addresses of the persons and the entities which or who report doing business within the boundary of the Municipality during the preceding calendar year in a format as set out in Paragraph 8 of this agreement.

The Commission shall, upon written request of the Municipality, report to the Municipality on a monthly basis all of the following Information:

- (a) additions to, and deletions from, the full and complete list of the names and the addresses of persons and entities which or who report doing business during the preceding calendar year within the boundary of the Municipality;
- (b) a full and complete list of the persons and the entities specified in paragraph 12(a) which or who are more than sixty (60) days delinquent in filing and/or remitting municipal sales and use taxes pursuant to the Ordinances; and
- (c) a full and complete, list of all persons and all entities paying municipal sales and use tax under the Ordinances, and/or interest and penalties with respect thereto, and the amount of such remittances.

The Commission shall, upon written request of the Municipality, report to the Municipality on a quarterly basis all of the following information

- (a) the number of audits completed and assessments determined by the Commission with respect to municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances during the preceding calendar year; and

(b) the amount of additional municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances collected by the Commission during the preceding calendar year.

Commission also agrees to provide Municipality reports in addition to those outlined above under the following terms:

(a) The report is requested in writing or via e-mail, outlining the information required and regularity of the report.

(b) The report complies with all terms and statutes outlined within this agreement.

(c) The information requested is available to the Commission.

(d) Commission will be provided a minimum of sixty (60) days to compile new requests unless otherwise agreed.

The Commission shall monitor the administration, the collection and the enforcement of municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances. The Commission shall provide the Municipality such information as may be requested by the Municipality with respect to any protest or any refund of municipal sales or use taxes levied by the Municipality. The Municipality shall also be entitled to consult with the Commission's legal staff about protests and refunds and, to the extent that a protest or a refund involves one or more hearings, the Municipality shall, through legal counsel or other designated staff employed by the Municipality, be entitled to be present and observe such hearing(s); provided, however, the administrative law judge or the Commission may limit the number of counsel or other designated staff, if any, who may be present to the extent necessary to permit the hearing to be conducted in an orderly fashion and without undue trepidation on the part of the taxpayer.

To the extent that such documents and/or such information relates to municipal sales or use taxes, and/or interest and penalties with respect thereto, and is requested, at any time and from time to time by the Municipality, the Commission shall promptly provide to the Municipality (a) copies of applications for sales tax permits, (b) copies of sales or use tax reports, (c) copies of installment or other payment plans, if any, with taxpayers and (d) other documents and other information.

The Commission shall promptly notify the Municipality of any conduct which the Commission believes might be the basis for a criminal prosecution by the Municipality under the Ordinances and shall provide to the Municipality all of the documents and the information in the possession of the Commission with respect thereto, including, without limitation, the names of employees of the Commission who might be witnesses with respect thereto.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes, which makes the records and the files of the Commission confidential (subject to specified exceptions) and which prohibits disclosure of such records and such files (subject to specified exceptions), includes the Commission's records and files with respect to the receipt and the collection of municipal sales and use tax. Nothing contained herein is intended to require the Commission to disclose to the Municipality any information whose disclosure to the Municipality is prohibited by Section 205.

The Commission acknowledges that (a) Section 205(c)(7) of Title 68 of the Oklahoma Statutes permits the Commission to furnish information disclosed by the records and the files of the Commission to an official person or body of this state who is concerned with the administration or the assessment of certain taxes, such as the Municipality, (b) Section 205(c)(22) of Title 68 permits the disclosure to the governing body or municipal attorney, if so designated by the governing body, of information directly involved in the resolution of issues arising out of the enforcement of a municipal sales and use tax ordinance, such as the Ordinances, pursuant to a municipal tax collection agreement, such as this Agreement, and (c) Section 22-107 of Title 11 of the Oklahoma Statutes and Section 205.1 of Title 68 of the Oklahoma Statutes permits the Commission to release specified information to municipalities.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes may prevent the disclosure by the Municipality and persons associated with the Municipality of information which is provided by the Commission to the Municipality and that improper disclosure by the Municipality or any such person of such Information may result in civil and criminal liability. The Municipality shall comply with the restrictions imposed by Section 205.

13. In the event of termination of this Agreement, the Commission will cause to be paid over to the Municipality, all municipal sales and use tax funds in its possession then due and payable under this Agreement. The Municipality shall thereafter be liable for and shall pay any refunds of municipal sales or use tax required by law to be made, including refunds of municipal sales or use tax, penalty and interest paid under protest that must be refunded and any interest required thereon. After such termination, the Commission's liability shall extend only to the amount of such funds being held by it. The Municipality agrees to pay any interest required by law to be paid on such refunds.

14. The Commission shall have the authority to assess and to collect, on behalf of the Municipality, the municipal sales and use taxes levied by the Ordinances, and the interest and the penalties with respect thereto, including, without limitation, any municipal sales or use tax, interest and/or penalty existing on the date hereof.

The Municipality agrees to refrain from contacting directly persons or entities doing business within the boundary of the Municipality unless and until such contact is agreed to by Commission and Municipality in a rider to this Agreement for the purpose of the actual collection of sales and use taxes. Municipality does have the inherent

authority to contact vendors within and without the municipality concerning the vendor's alleged violation of municipal ordinances prior to the initiation of criminal prosecution.

The Municipality may inquire of the Commission into the compliance of persons and entities with the Ordinances and, to the extent that the Municipality determines that any person or any entity has not complied with the Ordinances, the Municipality may request the Commission to issue a proposed assessment against such person or such entity. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If, after said review, Commission believes that such request presents a basis for a proposed assessment, Commission shall issue a proposed assessment. Any such proposed assessment shall be resolved as provided in Sections 201 et seq. of Title 68 and the procedural rules promulgated by the Commission.

The Municipality may, at the option of the Municipality, request the Commission to initiate a show cause proceeding against a person or an entity which the Municipality believes, in good faith, not to be in compliance with the Ordinances or any provision thereof. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If after said review, Commission believes that such request presents a basis for a show cause proceeding, Commission shall initiate a show cause proceeding. Such show cause proceeding shall be conducted as provided in the procedural rules promulgated by the Commission.

The Commission and the Municipality acknowledge the mutual interest of the Commission and the Municipality in maximizing compliance with the Ordinances and the collection of local taxes thereunder. The Municipality may, at any time and from time to time, either alone or in conjunction with other municipalities, submit a written proposal for collection and enforcement activities for consideration by the Commission; provided, however, it is expressly understood that any such written proposal must provide for coordination with the collection and enforcement activities of the Commission, provide for the use of the then applicable audit standards of the Commission and otherwise be in form and in substance to the Commission. In the event that Municipality's proposal is accepted by Commission, Municipality will be authorized to conduct the activities included in such proposal on behalf of Commission and no other action will be authorized by the Commission by a municipality or municipalities not included in the accepted proposal.

Provided further that upon the request of the municipality, either alone or in conjunction with other municipalities, the Commission shall enter into contractual agreements with the municipality or group of municipalities whereby the municipality or group of municipalities are authorized to implement or augment the Commission's enforcement through a contract with a private auditor(s) or audit firm(s) of the municipal tax. The auditor(s) or audit firm(s) shall first be approved by the Commission and once approved shall be appointed as an agent of the Oklahoma Tax Commission for purposes of the audit. Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the

municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein. The Commission shall be furnished the audit results and all relevant supporting documentation. The municipalities shall pay for the private auditor(s) or audit firm(s) by deduction from the tax assessment resulting from said audit unless another method of payment is set out in the contract with the private auditor or audit firm. Any municipal sales and use tax funds recovered as a result of the use by the municipality of a private auditor or audit firm shall not be subject to the retention calculated by the Commission as provided in Paragraph 5 of this agreement, in addition the Commission shall pay to the municipality any retainage that the Commission shall be entitled to for collection of county sales and use tax and shall pay to the municipality the state's pro rata share of the expenses of the auditor. Provided further, the Commission shall have no obligation to any municipality that does not participate in an audit conducted under subsection D of Section 2702 of Title 68 of the Oklahoma Statutes or an audit conducted pursuant to this section.

Notice of a proposed independent audit shall be provided to the municipality and the municipality shall within 30 days provide acceptance or rejection of participation in the audit. Failure to act within the 30 day time period shall mean that the municipality shall not be included in the audit. Failure to act with respect to a particular independent audit within the 30 day time period shall relieve the Commission of its obligation to audit on behalf of the municipality with respect to that particular audit.

15. It is recognized and acknowledged that the Ordinances include criminal sanctions for violation of the Ordinances. Notwithstanding anything else contained herein, the Municipality shall have the exclusive authority to prosecute any criminal violations of the Ordinances and the Commission shall refrain from taking any such action. Nothing contained herein shall prevent the State of Oklahoma from prosecuting persons for crimes under state law, including, without limitation, embezzlement by a vendor of a municipal sales tax.

16. To the extent that the Municipality decides to prosecute criminally any action under this Agreement, the Commission and the Municipality shall cooperate, in good faith, to maximize collections under the Ordinances and to minimize duplicative effort by the Commission and the Municipality.

17. Where the municipality takes the action recognized by paragraph 15 of this Agreement for prosecution to enforce its sales or use tax ordinance, all taxes shall be paid by the taxpayer directly to the Commission. Any resulting payment of municipal tax shall not be subject to the retention calculated by the Commission for the collection of city sales and use taxes as provided in Paragraph 5 of this agreement, subject to the implementation plan established in paragraph 2B of this agreement.

18. The Commission has the authority to enter into an installment or other payment agreement with any taxpayer, including a taxpayer prosecuted under a municipal sales or use tax ordinance, for state and local taxes owed by the taxpayer. Commission will, through its use of a pay plan in order to keep a delinquent business open, collect the liability as quickly as possible by requiring a significant down payment and completion of the pay plan in as short a period as possible. The Municipality shall be entitled to consult with the Commission's legal staff about an installment or other payment agreement prior to negotiation of such an agreement. The installment or other payment agreement shall be void if the taxpayer becomes delinquent in future tax liability or payment under the agreement becomes delinquent. The Commission shall furnish a list of all sales and use taxpayers which have entered into agreements with the Commission on a monthly basis along with the terms, conditions and status of each such installment or payment agreement.

19. The Municipality agrees that, if there is a challenge to the constitutionality or the legality of the Ordinances or any provision thereof (other than a challenge based on the application by the Commission of the Ordinances or any provision thereof), the Municipality shall be responsible for the resolution of such challenge. If such a challenge is based on the application by the Commission of the Ordinances or any provision thereof, the Commission shall be responsible for the resolution of such challenge. The party responsible for the resolution of any challenge shall make all decisions with respect to the prosecution and the settlement of any litigation with respect to such challenge and the other party shall cooperate with the responsible party with respect to the resolution of such challenge. The Commission shall provide notice to the Municipality of any challenge. Notice will be provided within seven (7) business days of the receipt of the challenge and the municipality shall be allowed to participate in any decision.

20. The change in the boundary of Municipality shall be effective for sales tax purposes only, on the first day of a calendar quarter following the enlargement of the municipal city limits. If a municipality should de-annex a territory the sales tax from business or firms located in the de-annexed area shall cease on the effective date of the de-annexation ordinance. Municipality shall give the Commission notice in writing of any annexation or de-annexation of territory to the municipality at least as required by Title 68 Oklahoma Statutes Section 2701. The notice shall include a verified copy of the boundaries of the newly annexed or de-annexed territory. In addition all Municipality limit lines shall be shown in map form, and certified to the Commission by the municipal clerk.

21. Neither Municipality nor Commission has entered into this Agreement with the intention of violating state law or the provisions of the Streamlined Sales Tax Agreement. If it is determined by either party that any provision violates either state law or the Streamlined Sales Tax Agreement, such provision of the Agreement shall be null and void. The remaining provision of the Agreement shall be in effect until the expiration or termination of the Agreement.

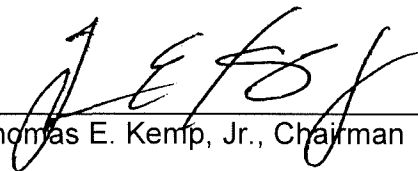
22. This Agreement shall be in effect from Aug 15, 2011 until Jun 30, 2014, and shall renew without action of the parties for additional terms of one (1) year provided that the current rate has not been changed and neither party has given written notice to the other party of its intent to terminate this Agreement prior to the expiration of the then current term. Either party may terminate this contract for any reason upon thirty (30) days written notice of its intent to terminate to the other party.

IN WITNESS WHEREOF, the parties have set their hands and affixed their official seals the day and year first above written.

THE MUNICIPALITY OF

OKLAHOMA TAX COMMISSION

A Municipal Corporation



Thomas E. Kemp, Jr., Chairman

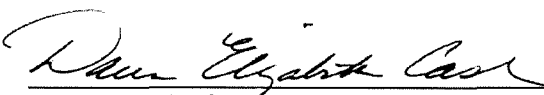
Mayor



Jerry Johnson, Vice-Chairman

ATTEST: (CITY SEAL)

Municipal Clerk



Dawn Cash, Secretary-Member

ATTEST: (STATE SEAL)

APPROVED:

Assistant Secretary – OTC

Director, Taxpayer Assistance Division

APPROVED BY THE CITY OF _____ LEGAL DEPARTMENT

BY _____ DATE _____

EXHIBIT A

RETENTION FEE AS OF 9/1/1989 PER TITLE 68-SEC.2702

RATE (%)			FEE			RATE (%)			FEE		
1%-1.99%	=		1.75%			2.5%	=		1.25%		
2%	=		1.50%			2.75%	=		1.12%		
2.25%	=		1.37%			3% or>	=		1.00%		

Regular Board of Commissioners

2. i.

Meeting Date: 08/15/2011

Retirement for Mike McClendon

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve Oklahoma Municipal Retirement Fund Normal Retirement for Mike McClendon, Maintenance II, Water Distribution.

Regular Board of Commissioners

2. j.

Meeting Date: 08/15/2011

Refund of OMRF Defined Contribution Kelly Bradshaw

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Kelly Bradshaw.

Regular Board of Commissioners

2. k.

Meeting Date: 08/15/2011

RFQ for Multi-Phase Comprehensive Utility System Master Plan

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize staff to request qualifications from engineering firms to provide professional services to complete a Multi-Phase Comprehensive Utility System Master Plan

Attachments

RFQ for Master Plan Water System

Jim Bierd
Director

Darlene Lackey
Secretary
Phone: 405-273-1960
Fax: 405-878-1550



Randy Brock
Operations Manager
405-878-1723

Greg Price
Special Projects Manager
405-878-1662

111 S. Kickapoo, Shawnee, OK 74801

MEMORANDUM

To: City Commission
From: Jim Bierd, Utility Director
CC: Brian McDougal, City Manager
Date: August 10, 2011
Re: Request for Qualifications- Multi-Phase Comprehensive Utility System Master Plan

Staff would like permission to request qualifications from engineering firms to provide professional services to complete a Multi-Phase Comprehensive Utility System Master Plan. Budgeted amount for this year \$300,000. We are not limited to the lists below, this is to give you a general overview of what the firms qualifications should be. Thanks

General Scope of Work:

Water System Needs

- Establish Planning Area
- Raw Water Availability Review
- Demand Projection
- Raw Water Delivery
- Operations & Maintenance Review of Existing WTP
- WTP Regulatory Review
- WTP Process Review
- WTP Equipment Condition Assessment
- WTP Residuals Management Review
- WTP Hydraulics Review
- WTP Alternatives Analysis
- Distribution Pumping Review
- Distribution Pipe Network
- Finished Water Storage Tanks Review
- Distribution Network Operations & Maintenance
- Meter Reading and Billing Practice Review
- Financing Plan for Recommended Alternatives
- Establish Capital Plan and Priority Ranking of Projects
- Aid in Providing Information to Public

Wastewater System Needs

- Establish Planning Area
- Collection Gravity System Assessment for Each WWTP Service Basin
- Collection System Pumping/Force Main Assessment for Each WWTP Service Basin
- Collection System Flow Monitoring
- WWTP Hydraulics Review (each facility)
- WWTP Equipment Condition Assessment (each facility)
- WWTP Process Review (each facility)
- WWTP Operations and Maintenance Review (each facility)
- WWTP Permit Attainability Review (each facility)
- WWTP Residuals Management Review (each facility)
- WWTP Alternatives Analysis (each facility)
- Billing Practice Review
- Financing Plan for Recommended Alternatives
- Establish Capital Plan and Priority Ranking of Projects
- Aid in Providing Information to Public

Regular Board of Commissioners

2. I.

Meeting Date: 08/15/2011

Bid valve insertion tool Water Distribution Department

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize staff to bid out the purchase of a valve insertion tool for the Water Distribution Department.

Attachments

Valve Insertion Tool

Jim Bierd
Director

Darlene Lackey
Secretary
Phone: 405-273-1960
Fax: 405-878-1550



Randy Brock
Operations Manager
405-878-1723

Greg Price
Special Projects Manager
405-878-1662

111 S. Kickapoo, Shawnee, OK 74801

MEMORANDUM

To: City Commission
From: Jim Bierd, Utility Director
CC: Brian McDougal, City Manager
Date: August 10, 2011
Re: Valve Insertion Tool

Staff would like to request permission to bid out the purchase of a valve insertion tool for the Water Distribution Department. Budgeted amount is \$35,000.

Thanks

Regular Board of Commissioners

2. m.

Meeting Date: 08/15/2011

Bid screw pumps NWW Treatment Plant

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize staff to go out for bids for the recoating and installation of new bearings for one set of screw pumps at the Northside Wastewater Treatment Plant.

Attachments

Screw Pumps Repair

Jim Bierd
Director

Donna Uranga
Administrative Assistant
Phone: 405-273-1960
Fax: 405-878-1550



Randy Brock
Operations Manager
405-878-1723

Greg Price
Special Projects Manager
405-878-1662

111 S. Kickapoo, Shawnee, OK 74801

MEMORANDUM

To: Commission
From: Jim Bierd, Director
CC: Brian McDougal, City Manager
Date: August 10, 2011
Re: Screw Pump rehab Northside Plant

Staff would like to request permission to go out for bids for the recoating and installation of new bearings for one set of screw pumps at the Northside Wastewater Treatment Plant. Budgeted amount is \$200,000.

Thanks

Regular Board of Commissioners

2. n.

Meeting Date: 08/15/2011

Contract Shaughnessy Group

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve contract with Shaughnessy Group for City Connect production.

Attachments

City Connect Memo

Shaughnessy Group Contract



Information Systems Department

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

www.ShawneeOK.org

To: Mayor and City Commission
Cc: Brian McDougal, City Manager
Re: Shaughnessy Group LLC Annual Contract

Please find attached the updated contract for video production services as provided by Shaughnessy Group LLC for "City Connect" programs as regularly aired on local Channel 30 and online web streaming as well as the local news, events, sports and legislative update content provided.

This contract is similar to last year's contract with twenty six (26) City Connect episodes being produced during this fiscal year, the total contract amount has not changed.

The City continues to be pleased with the quality of production and content created by the Shaughnessy Group LLC and wish to continue the contract in order to better communicate to our citizens and customers. Additional City staff does not have the time or expertise to produce such content at this time.

A handwritten signature in black ink, appearing to read "Stephen W. Nolen".

Stephen W Nolen
Chief Information Officer
City of Shawnee Oklahoma

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

"The mission of the City of Shawnee **Information Systems** department is to continuously improve the City of Shawnee through the **development, application, and support** of *technological solutions* within the City thereby *empowering* City staff and management to face the current and future challenges of providing the best services to **City of Shawnee Citizens.**"

AGREEMENT

This Agreement entered is into this ____ day of _____ by and between the City of Shawnee, Oklahoma, a municipal corporation (hereinafter the "City"), and Shaughnessy Group, LLC, (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City desires to produce a cable TV video show highlighting various aspects of the City and its community; and

WHEREAS, Contractor possesses both the expertise and ability to produce the video programs desired by the City and wishes to contract with the City to do so; and

WHEREAS, the cable TV advisory committee of the City has negotiated with the Contractor and recommends that the City contract with Contractor to produce video shows presenting various aspects of the City and its community on the local cable TV system.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Contractor will produce twenty-six (26) "City Connect" shows of various aspects of the City and its citizens, between the July 1, 2011 and June 30, 2012. Each program will be created and produced in conformance with the acknowledged and accepted standards and practices of the video production industry.
2. Contractor agrees to deliver the first "City Connect" within two (2) weeks of the execution of this agreement and contracted additional reports will follow approximately two (2) weeks apart.
3. Each "City Connect" production will be informative, predominantly interview based, covering current topics or events of interest to citizens of Shawnee of approximately ten (10) minutes in length. The City may also air additional programming as provided by the Contractor for local news, events, sports, legislative updates, or other community based content as modeled on the Public Broadcasting System (PBS) ad supported style. The City reserves the sole right to determine what will be accepted and aired. No reimbursement to the Contractor shall be made for such content.
4. In creating each "City Connect", Contractor and assignees of the City Manager will work together to develop a script for each show, with contractor providing all professional services needed to produce an approximately ten minute TV program, including scripting, lighting, cameras, video recording and post editing. This provision applies to all productions.
5. Both parties agree that the finished programs and any footage not used in the televised program but recorded during interview sessions will be the sole property of the City and may not be copied, used or distributed in any form without the express authority of the City Manager or his designee. Contractor will be allowed to library such footage for such future productions.

Upon request, the Contractor must provide to the City all copies of raw or produced media shot during any interview session under this Agreement.

6. A final approval will always be given by the city manager or his designees before any showing. Upon final approval by the City, Contractor will deliver a final DVD copy and invoice for services rendered to the finance department.

7. All productions created by Contractor may be subject to periodic review by the City's Cable TV Advisory Committee to insure quality of work and presentation of content.

8. Contractor acknowledges that the City's Cable TV Advisory Committee will report any concerns in the production to the city manager or his designee. Contractor and City agree that either party may terminate this contract with thirty (30) days written notice.

9. Nothing in this Agreement is to be construed to create an employer employee relationship between the City and the Contractor. Contractor remains an independent contractor at all times during this contractual relationship and will supply its own insurance, including workman's compensation insurance, labor and equipment totally independent of the City.

10. City agrees to pay Nine Hundred Ninety One dollars (\$991.00) for each "City Connect" show approved by the City subject to final approval by the city manager or his designee. Payment becomes due upon receipt of an invoice from Contractor to be submitted following the completion of each show. Should the Contractor fail to produce the required twenty-six (26) "City Connect" programs for any reason, including termination of this Agreement by the city manager, both parties agree the City will be liable for payment only for those shows which have been completed to the City's satisfaction. The City will not be liable for payment for any shows that were not produced or were produced in an inferior manner pursuant to the standards and practices of the Contractor's profession.

11. This agreement will be controlled by the laws of the state of Oklahoma. Venue for any legal action pursuant to this contract will be in Pottawatomie County, Oklahoma.

12. All notices are to be sent to each party at the following addresses:

City: City Manager,
P. O. Box 1448
Shawnee, OK 74802-1448

Contractor:
Shaughnessy Group, LLC
Dba Shawnee CTV
c/o Daniel Shaughnessy
44602 E Macarthur St
Shawnee, OK 74804-8947

13. This agreement terminates on June 30, 2012. Should the parties wish to continue the contractual relationship, a new contract will be negotiated between the parties to commence no sooner than July 1, 2011.

14. This contract represents the entire agreement of the parties and may only be amended in writing by both parties

15. Nothing contained in this agreement shall create a contractual relationship with a cause of action in favor of a third party against either the City or Contractor.

Done this ____ day of _____.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation
Shaughnessy Group, L.L.C.

By: _____
BRIAN MCDOUGAL
CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

Shaughnessy Group, LLC

By: _____
DANIEL SHAUGHNESSY
OWNER

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2010 by Daniel Shaughnessy on behalf of Shaughnessy Group LLC, a sole proprietorship.

NOTARY PUBLIC

My Commission Expires: _____

Commission No. _____

Regular Board of Commissioners

2. o.

Meeting Date: 08/15/2011

Right of Way ONG Airport

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve agreement to execute right-of-way document to ONG for installation of a new gas main to serve the airport terminal and adjacent hangar.

Attachments

Easement ONG Airport Memo

Easement Agreement ONG - Airport

Easement Legal Desc

City of Shawnee Memorandum



To: Brian McDougal, City Manager
CC: City Commissioners
From: Rex B. Hennen, Assistant Airport Manager
Date: August 10, 2011
Re: ONG Right-of-Way Document

Representatives from Oklahoma Natural Gas have expressed the desire to replace and upgrade the main natural gas line that feeds the airport terminal and adjacent hangar. The City Attorney has reviewed the document and has approved the content.

Attached is the right-of-way document that the city needs to execute to allow ONG to install the new gas main.

Staff recommends execution of the document.

If you have any questions, let me know.

RIGHT OF WAY AGREEMENT

FORM 428 (1-00)

THIS AGREEMENT, made and entered into by and between **The City of Shawnee** hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a Division of ONEOK, Inc., an Oklahoma corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Pottawatomie, State of Oklahoma, and more particularly identified and described as follows, to-wit:

A 10 foot wide right of way in the NW/4 of Section 12, Township 10 North, Range 3 East, more particularly described on EXHIBIT "A" attached hereto made a part hereof.

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this ____ day of August, 2011.

Return to:
ONEOK

Real Estate Services Dept.
P. O. Box 871
Tulsa, OK 74102

THE CITY OF SHAWNEE

BY: Linda Peterson, Mayor

STATE OF OKLAHOMA

}
ss.
}

COUNTY OF POTTAWATOMIE

This instrument was acknowledged before me on the ____ day of August, 2011, by Linda Peterson, Mayor.

My Commission Expires: _____

Commission Number: _____

NOTARY PUBLIC

Negotiated by H. Bluejacket

Line Shawnee/CP J.O. 021.2277.2277.8740100

Rods 29.15
RW# 1 of 1

EXHIBIT "A"

A STRIP, PARCEL, OR PIECE OF LAND LYING IN THE NORTH HALF (N1/2) OF SECTION 12, TOWNSHIP 10 NORTH, RANGE 3 EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 10 FOOT WIDE STRIP OF LAND LYING 5 FEET EITHER SIDE OF A LINE COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 15, SUNSET PARK ADDITION; THENCE N59°56'42"W A DISTANCE OF 19.70 FEET TO THE POINT OF BEGINNING; THENCE S87°6'52"W A DISTANCE OF 305.63 FEET; THENCE S65°28'42"W A DISTANCE OF 38.50 FEET; THENCE S88°30'46"W A DISTANCE OF 137.00 FEET, SAID STRIP OF LAND CONTAINING 0.02 ACRES, MORE OR LESS.

Regular Board of Commissioners

2. p.

Meeting Date: 08/15/2011

City Manager Contract

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve City Manager Contract

Attachments

City Manager Contract

EMPLOYMENT AGREEMENT
CITY OF SHAWNEE/CITY MANAGER

THIS AGREEMENT is entered into by and between the City of Shawnee, Oklahoma, a municipal corporation, the Shawnee Municipal Authority and the Shawnee Airport Authority, hereinafter collectively referred to as “City” as party of the first part, and Brian E. McDougal, hereinafter call “Manager,” as party of the second part, all of whom agree as follows:

WITNESSETH:

WHEREAS, it is the desire of the City to provide incentives for the Manager to remain employed by the City, and

WHEREAS, it is the desire of the City to make possible full work productivity by assuring the Manager’s morale and peace of mind with respect to future security, and

WHEREAS, it is the desire of the City to specifically address all aspects of the Manager’s employment with the City and for both parties to have a full understanding of each party’s expectations, and

WHEREAS, the Manager desires employment with the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. TERM

- A. City desires to employ Manager and Manager accepts employment to render service and duties as the City Manager of the City of Shawnee, as Manager of the Shawnee Municipal Authority and as Manager of the Shawnee Airport Authority. Manager also agrees to oversee the policies and operations of the Shawnee Civic and Cultural Development Authority.
- B. This Agreement shall be for an initial term commencing on the 1st day of July, 2011 and continuing until 12:00 a.m. on June 30, 2014, unless terminated prior to that time under the provisions set forth herein and subject to scheduled annual performance evaluations, performance evaluations requested by either party, and renewal by the City Commission prior to the end of each fiscal year. Thereafter, said Agreement shall renew fiscal year to year, unless otherwise terminated pursuant to the provisions contained herein, or unless modified in writing signed by both parties, subject to the appropriation of adequate and sufficient funds by the City each fiscal year.

- C. Nothing in this Agreement shall prevent, limit or interfere with the right of the City to terminate the services of the Manager without formal notice, subject only to the provisions set forth in Sections 2A/B of this Agreement.
- D. Nothing in this Agreement shall prevent, limit or interfere with the right of the Manager to resign at any time, subject only to the provisions set forth in Section 2B of this Agreement.

SECTION 2. TERMINATION AND SEVERANCE PROVISIONS

- A. In the event the City develops concerns during either the initial term of the agreement or any successive term of this Agreement, which could lead to the termination of the Manager, the City will schedule a meeting with the Manager to discuss these concerns and the Manager will be given ninety (90) days to successfully address these concerns before the City may exercise its rights to terminate the Manager's employment with the City. After the expiration of ninety (90) days the City shall schedule a meeting to review the progress made by the Manager towards resolving the concerns of the Commission. If the Manager has failed to resolve the concerns of the Commission to the Commission's satisfaction, the City may terminate the Manager's employment and pay to him the following severance amount:
 - 1) Seven (7) months base salary plus medical coverage costs if the termination occurs after August 1, 2011 or later.
 - 2) One (1) month for every year thereafter, to a maximum of nine (9) months.

Such cash payments shall be made monthly for each month due and owing to the Manager. Provided, however, in the event the Manager is terminated because of a felony conviction the City shall have no obligation to pay any severance amounts.

- B. In the event the Manager desires to terminate employment he shall give written notice to the City Commission at least (30) days prior to separation. The City shall have no obligation to pay the severance compensation set forth in Section 2A if the Manager initiates the separation.

SECTION 3. SALARY AND FRINGE BENEFITS

- A. The City shall pay Manager an annual base salary of \$108,150.00 for the term of this Agreement, plus any across-the-board raises extended to all other employee. This salary is payable in installments at the same time other City employees are paid.

- B. The Commission, Manager, and Staff shall convene in retreat format to determine a list of projects within ninety (90) days to determine measurable goals and milestones for the Manager and City staff to accomplish.
- C. The City shall contribute to the Oklahoma Municipal Retirement Fund (OMRF) on behalf of the Manager, solely for his benefit, a percentage of his salary equal to that of other department heads, in addition to the salary provided for in Sections 3A. The retirement for the Manager vests immediately upon his commencing employment with the City.
- D. City agrees to pay the Manager the sum of Six Hundred Fifty Dollars (\$650.00) per month as a vehicle allowance. This allowance is all inclusive of expenses involving the Manager's vehicle, including insurance. The monthly allowance shall be increased periodically, by a cost of living adjustment as provided for by the Oklahoma Department of Labor. The Manager shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon said vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. City agrees to pay all applicable FICA cost for both City and Manager under this paragraph. The City shall reimburse the Manager at the IRS standard mileage rate for any business use of the vehicle beyond the greater Shawnee area. For purposes of this section, the greater Shawnee area is defined as any location within a twenty (20) mile radius of City Hall.
- E. The City shall provide medical and life insurance to the Manager. All insurance coverage shall be equal to the same insurance coverage as extended to other regular employees.
- F. The City shall provide the Manager with 11 paid holiday each year. In the event that the City Commission adds or reduces the number of paid holidays for all employees the Manager shall have his paid holidays adjusted accordingly.
- G. The City shall provide the Manager with fifteen (15) days of annual leave per year. The City acknowledges that the Manager's duties may hinder the full use of the annual leave, but during the period of employment through June 30, 2009 there will be no accrual of annual leave. Each successive fiscal year after June 30, 2009, the Manager may accrue unused annual leave.

- H. The City shall provide the Manager with sick leave as provided for all regular City employees.
- I. Once the Manager begins accrual of annual leave, the City shall compensate the Manager his accrued annual leave earned during the term of this contract at the time of termination, or resignation. This compensation shall be computed at the Manager's current salary rate at the time of termination/resignation.
- J. The City shall provide the Manager an operational budget for memberships to ICMA, CMAO and other employment-related agencies, as necessary. Additionally, the City shall provide an operational budget for the Manager, reimbursing travel for legal city/job-related expenses and training for the Manager to continue his expertise in his capacity as well as dues and subscriptions.
- K. The City recognizes the desirability of representation in and before local civic and other organizations, and the Manager is authorized to become a member of such civic clubs or organizations as he shall deem desirable, for which the City shall pay all expenses. The Manager shall report to the City on each membership that he has taken out at the City's expense.
- L. In the event that the Manager is named in his individual capacity in any proceeding in any state or federal court or administrative agency, of actions done or omitted in good faith and within the course and scope of his employment, the City agrees to provide a defense to the Manager. In addition, the City agrees to indemnify the Manager to the extent permitted under applicable law, including the Governmental Tort Claims Act, from a judgment entered against him in his individual capacity on the determination that the acts or omissions which form the basis of the judgment were done or omitted by the Manager in good faith and within the course and scope of his employment. Manager agrees that he will promptly notify the City of any suit or proceeding and will follow the provisions set forth in *11 O.S. §23-101 et seq.*, as amended from time to time.

SECTION 4. EMPLOYMENT REQUIREMENTS

- A. The Manager shall accomplish those duties as specified in the Shawnee City Charter and any other duties prescribed by a majority vote of the City Commission.

- B. The Manager shall be cognizant of the importance of public relations and community visibility and strive to accomplish presence in these areas.
- C. The Manager shall designate an acting Chief Executive Officer whenever his is out of the City. The Manager shall file in writing with the City Clerk an order of “in-charge” designation in the case of the Manager’s absence.
- D. The Manager shall not be in the employ of anyone except the City during the term of this Agreement. However, this does not preclude the Manager from serving on federal or state boards or the OML or CMAO or OMRP or OMAG boards, or civic boards and offices. Furthermore, this does not prohibit the Manager from participating in private corporations or partnerships, provided he is an investor and not an employee and these corporations or partnerships are not in conflict with the City.

SECTION 5. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties. This Agreement may be amended in writing, by mutual agreement of the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law, devisees and legatees of the Manager.
- C. This Agreement shall be effective upon ratification by the City Commission.
- D. The Commission may evaluate the Manager during the term of this Agreement at whatever time they deem appropriate.
- E. If any provision or portion thereof as contained in this Agreement shall be deemed unconstitutional or in violation of any law, then only that provision or portion thereof shall be severed here from and shall have no force or effect whatsoever.
- F. This Agreement is to be interpreted by the Laws of the State of Oklahoma. Both parties hereto agree that Pottawatomie County, Oklahoma will be the venue for any legal action pertaining to this contract.

IN WITNESS HEREOF, the City Commission of the City of Shawnee has caused this Agreement to be signed and executed on its behalf by its Mayor and the undersigned employee as City Manager.

CITY OF SHAWNEE, OKLAHOMA

A Municipal Corporation

Linda Peterson, Mayor

Brian E. McDougal
City Manager
Shawnee Municipal Authority Manager
Shawnee Airport Authority Manager

ATTEST:

Phyllis Loftis, City Clerk

Approved as legality and form:

Mary Ann Karns, City Attorney

Regular Board of Commissioners

2. q.

Meeting Date: 08/15/2011

Solicit Proposals for snow removal

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize staff to solicit proposals for snow removal assistance.

Regular Board of Commissioners

4.

Meeting Date: 08/15/2011

Employee of the Month

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

City Manager's presentation of Employee of the Month to Whisper Peace and Robin Riddle.

Regular Board of Commissioners

5.

Meeting Date: 08/15/2011

Rezoning 606 E Seymour

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Public hearing and consider an ordinance to rezone property located at 606 East Seymour from R-1; Single Family Residential to R-3; Mulit-Family Dwelling. Case P09-11 Applicant: Abner Monterroso
Deferred from July 6, 2011

Attachments

Rezone 606 E Seymour

Rezone Ordinance

RECOMMENDATION TO:

MAYOR

BOARD OF CITY COMMISSIONERS

CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE

PLANNING COMMISSION

SUBJECT:APPLICANT: Abner MonterrosoFOR: RezoneLOCATION: 606 E. SeymourPROJECT#: 110650 Case# P09-11LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: R-1; Single Family ResidentialREQUESTED CLASSIFICATION: R-3; Multi-family DwellingPROPOSED PROPERTY USE: TripexPLANNING COMMISSION MEETING DATE: August 3, 2011PLANNING COMMISSION RECOMMENDATION: Approval based on the following findings and a 6th added by the Planning Commission.

1. The area of the subject is too small to be intensively developed; but at the same time, the lot area is too large to be devoted exclusively to a single residence.
2. Development of a triplex on the subject site is not inconsistent with the Shawnee Comprehensive plan.
3. The proposed dwelling units are consistent in size with neighboring structures.
4. Rezoning of the subject site to R-3 will not be detrimental to public health, safety or welfare.
5. Rezoning of the subject site will not negatively impact adjacent neighbors or disrupt the neighborhood or community dynamic.
6. The 5 x 54 designated green area to be curbed.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
HOLT			X			
HOSTER			X			
CARTER			X			
PRINCE	X		X			
TURNER (Chair)			X			
SILVIA (Vice-Chair)		X	X			
SALTER			X			

RESPECTFULLY SUBMITTED,

Karen Drain

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

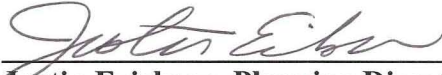
ADOPTED _____ DENIED _____

ORDINANCE NO. _____



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

STAFF REPORT ADDENDUM
CASE #P09-11

AGENDA: August 3, 2011
TO: Shawnee Planning Commission

FROM: Justin Erickson, Planning Director
RE: Rezone: 606 E. Seymour – Proposed Triplex

Summary

At the July 6 meeting, the Planning Commission requested additional details from the applicant concerning proposed landscaping at the subject site (see attached). The applicant has submitted a revised site plan that shows a proposed 5' x 54' (270 square feet) green space along Pennsylvania Street that still allows for parking area maneuverability.

Staff Recommendation

Should the Planning Commission recommend approval to rezone the subject site to R-3 (high density residential), Staff recommends that the decision be based on the following findings:

1. The area of the subject is too small to be intensively developed; but at the same time, the lot area is too large to be devoted exclusively to a single residence.
2. Development of a triplex on the subject site is not inconsistent with the Shawnee Comprehensive Plan.
3. The proposed dwelling units are consistent in size with neighboring structures
4. Rezoning of the subject site to R-3 will not be detrimental to public health, safety or welfare.
5. Rezoning of the subject site will not negatively impact adjacent neighbors or disrupt the neighborhood or community dynamic.

Attachment



Home Plan Specifications

Number of Bedrooms: 6
 Number of Bathrooms: 3
 Width of House: 85'-8"
 Depth of House: 33'-0"
 Total Living Area: 2637 sq. ft.
Does not include covered porch: 180sq

Foundation Type: Slab

Unit "A" Heated Area: 871 sq. ft.
 Porch & Stoop: 124 sq. ft.

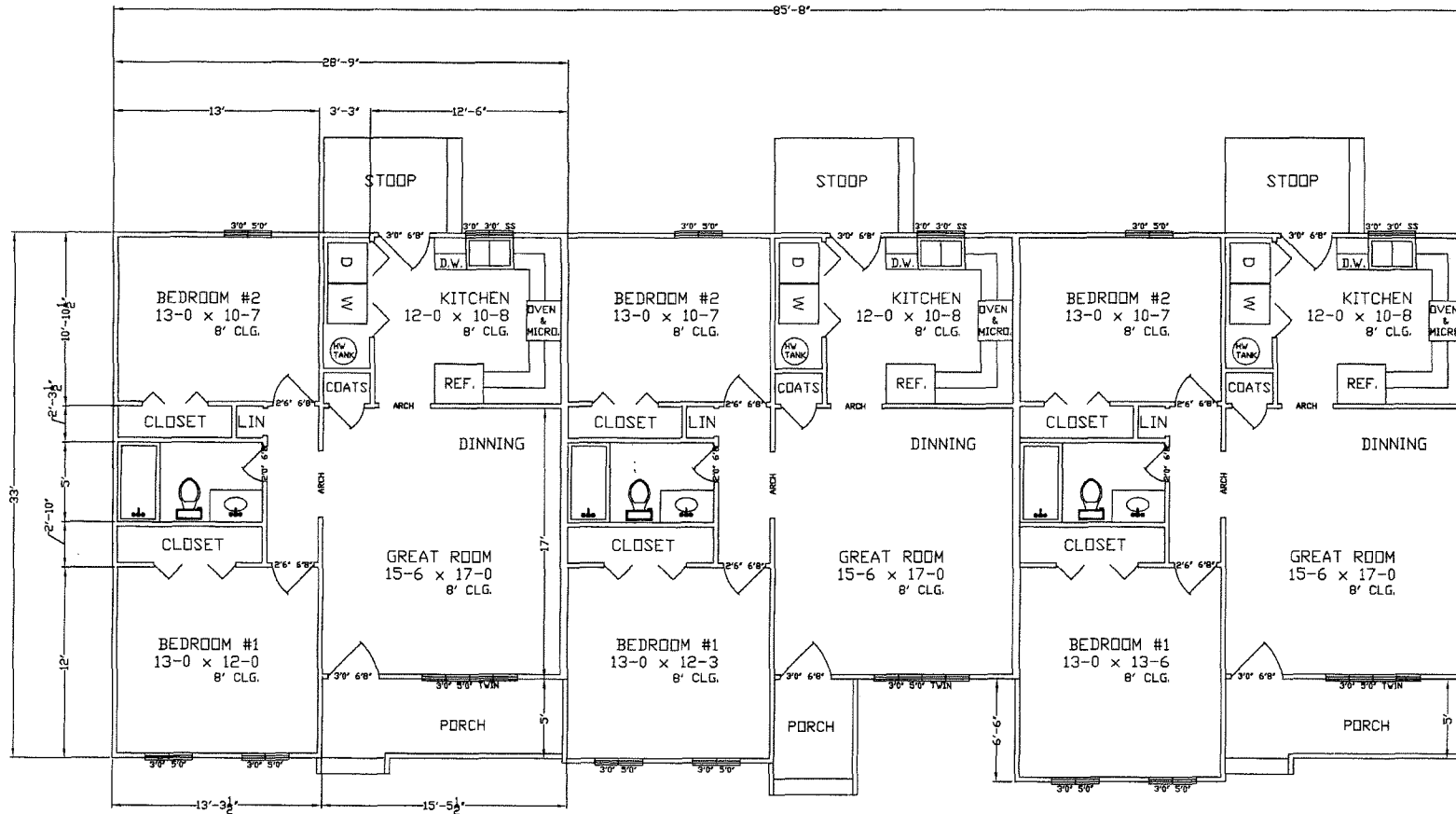
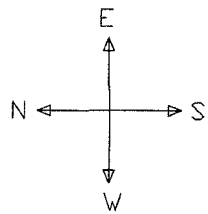
Unit "B" Heated Area: 875 sq. ft.
 Porch & Stoop: 82 sq. ft.

Unit "C" Heated Area: 891 sq. ft.
 Porch & Stoop: 124 sq. ft.

Seymour & Penn. Triplex

TOTAL SQUARE FEET: 2637
 DIMENSIONS: 33-0 x 85-8
 DRAWN BY: AM
 DWG No: H008

DATE: July 2011 REV: A



Home Plan Specifications

Number of Bedrooms: 6
 Number of Bathrooms: 3
 Width of House: 85'-8"
 Depth of House: 33'-0"
 Total Living Area: 2637 sq. ft.
 (Does not include covered porch, stoop)

Foundation Type: Slab

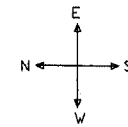
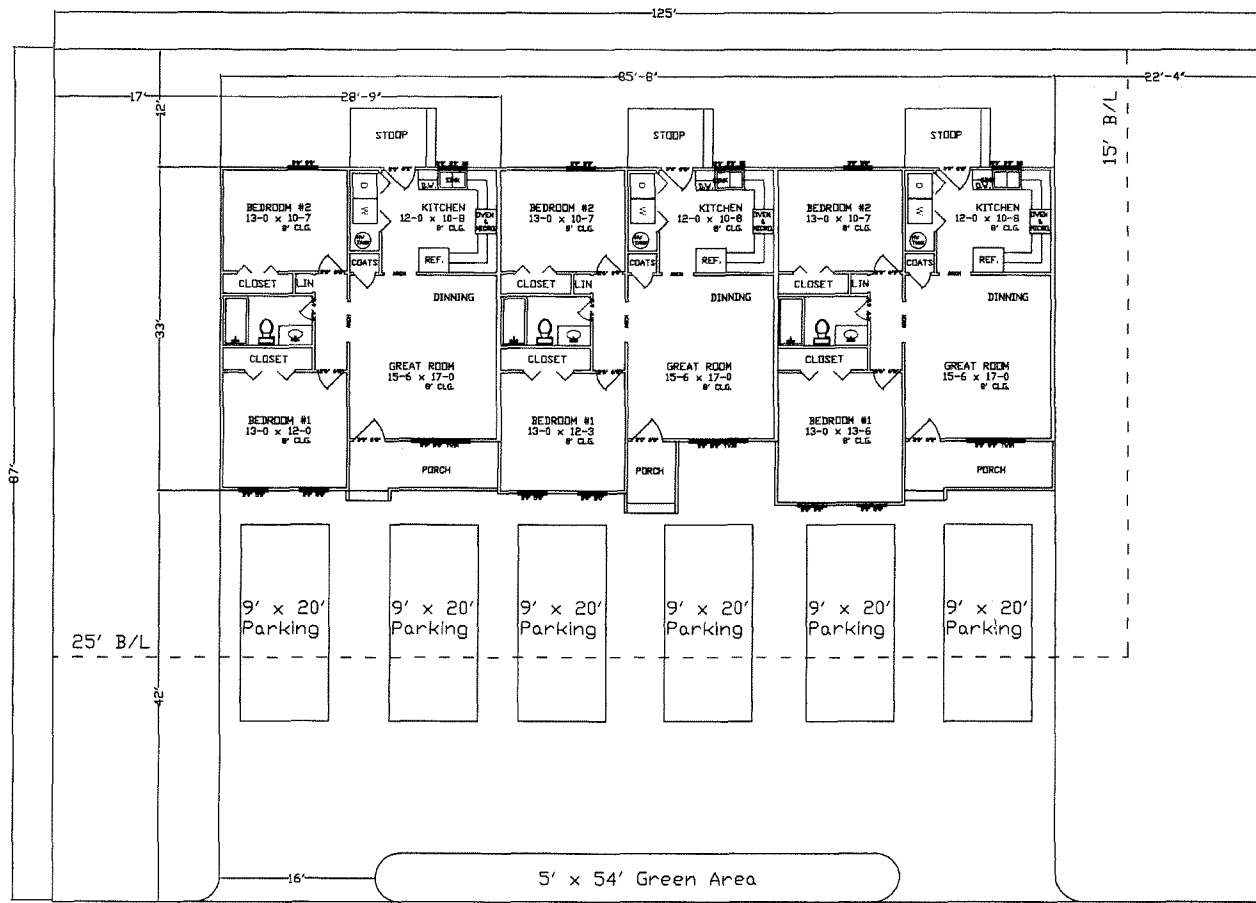
Unit "A" Heated Area: 871 sq. ft.
 Porch & Stoop: 124 sq. ft.

Unit "B" Heated Area: 875 sq. ft.
 Porch & Stoop: 82 sq. ft.

Unit "C" Heated Area: 891 sq. ft.
 Porch & Stoop: 124 sq. ft.

Seymour & Penn. Triplex

TOTAL SQUARE FEET: 2637
 DIMENSIONS: 33-0 x 85-8
 DRAWN BY: AM
 DWG. No: H008



SEYMOUR

PENNSYLVANIA

Home Plan Specifications	
Number of Bedrooms:	2
Number of Bathrooms:	2
Width of House:	85'-0"
Depth of House:	33'-0"
Total Living Area:	2,551 sq. ft.
Permitted Use:	Single-Family Residential
Foundation Type:	Slab
Unit "A" Finished Area:	871 sq. ft.
Porch & Stoop:	174 sq. ft.
Unit "B" Finished Area:	878 sq. ft.
Porch & Stoop:	82 sq. ft.
Unit "C" Finished Area:	881 sq. ft.
Porch & Stoop:	174 sq. ft.
Seymour & Papp, Inc.	
Total Square Feet:	10,000
Drawn By:	DAK
Check By:	DAK
Scale:	1/8" = 1'-0"
Sheet No.:	1001
Sheet Title:	SEYMOUR & PAPP, INC.



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

STAFF REPORT
Case #P09-11

TO: Shawnee Planning Commission

AGENDA: July 6, 2011

RE: CASE #P09-11; Consideration of rezone request (R-1 to R-3)

PROPOSAL

Rezone the subject site, which is currently zoned R-1 (Single Family Residential) to R-3 (Multifamily Residential) to facilitate construction of a triplex. The property is approximately 11,500 square feet in size and is located at the NE intersection of Pennsylvania and Seymour streets. The neighborhood consists of single-family homes of varying size.

GENERAL INFORMATION

Applicant	Abner Monterroso
Owner	Tim and Pam Vallandingham
Site Location/Address	606 E. Seymour
Current Site Zoning	R-1
Parcel Size	11,500 square feet
Proposed Zoning	R-3
Proposed Use	Triplex
Comprehensive Plan Designation	Residential
Existing Land Use	Vacant
Surrounding Land Use	Low-density residential
Surrounding Zoning	<u>North:</u> R-1 <u>South:</u> R-1 <u>West:</u> R-1

STAFF ANALYSIS AND FINDINGS

The subject property is currently zoned R-1 – Single Family Residential. Figures 1-3 illustrate zoning, site conditions, and surrounding land use. The Shawnee Comprehensive Plan (2005) indicates that residential uses are acceptable future land uses on the site (see Figure 4). The Comprehensive Plan designation of “residential” is primarily designed for single-family homes, although it does note that “two-family units such as duplexes” are acceptable (p. 4-26). The Plan also notes that in some cases, multifamily structures may be appropriate too.

The proposed zoning of R-3 will allow for the construction of one triplex structure on the lot. The property consists of four smaller lots, with the overall dimensions being 92 feet wide by 125 feet deep. The property would accommodate a triplex with the front of the structure facing Pennsylvania Street. Because of the size and orientation of the lots, the property will not accommodate two single-family homes. Thus, development options for the property consist of one single-family home, one duplex, or one triplex.

Staff has concerns with the proposed rezone. The site is surrounded by all single-family homes and construction of anything other than a single-family residence would represent a change in character for the neighborhood. At the same time, development options for the site remain limited. An 11,500 square foot single-family residential lot is considerably larger than the average lots size in the neighborhood and may not be the best utilization for the property.

Staff finds that an R-2 residential classification is the best fit for the site, for the following reasons:

1. It will allow construction of a duplex structure, which is lower in density than a triplex;
2. It allows productive use of the larger site, while also limiting potential neighborhood impacts; and
3. It is more consistent with the Comprehensive Plan than an R-3 designation would be.

RECOMMENDATION

Based on the analysis and findings above, Staff recommends **denial** of the applicant’s request to rezone the subject property to R-3 and instead recommends **approval** of a rezone from R-1 to R-2 (Combined Residential District).

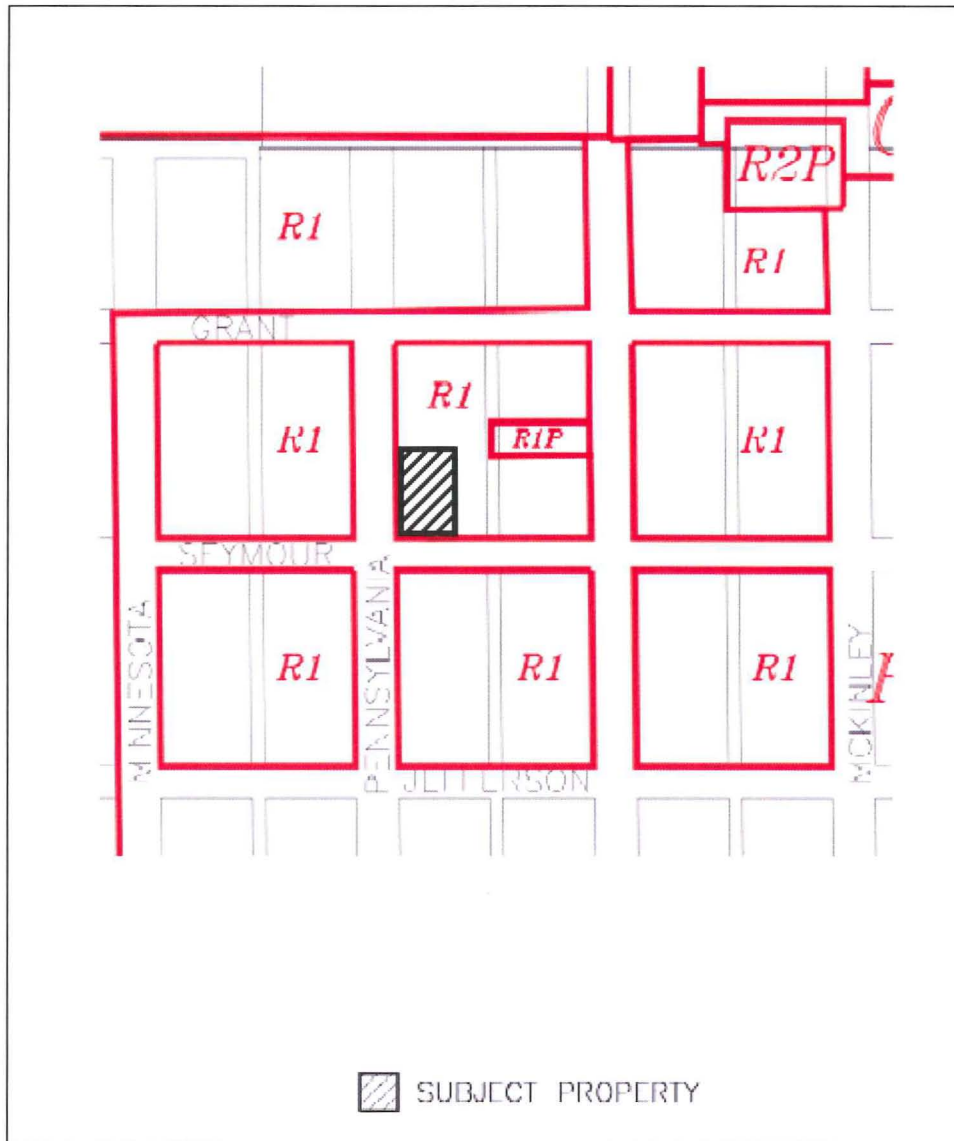


Figure 1: Location and zoning map.



Figure 2: Aerial view of site and surrounding area (site outlined in red).



Figure 3: View of site looking north from Seymour Street.

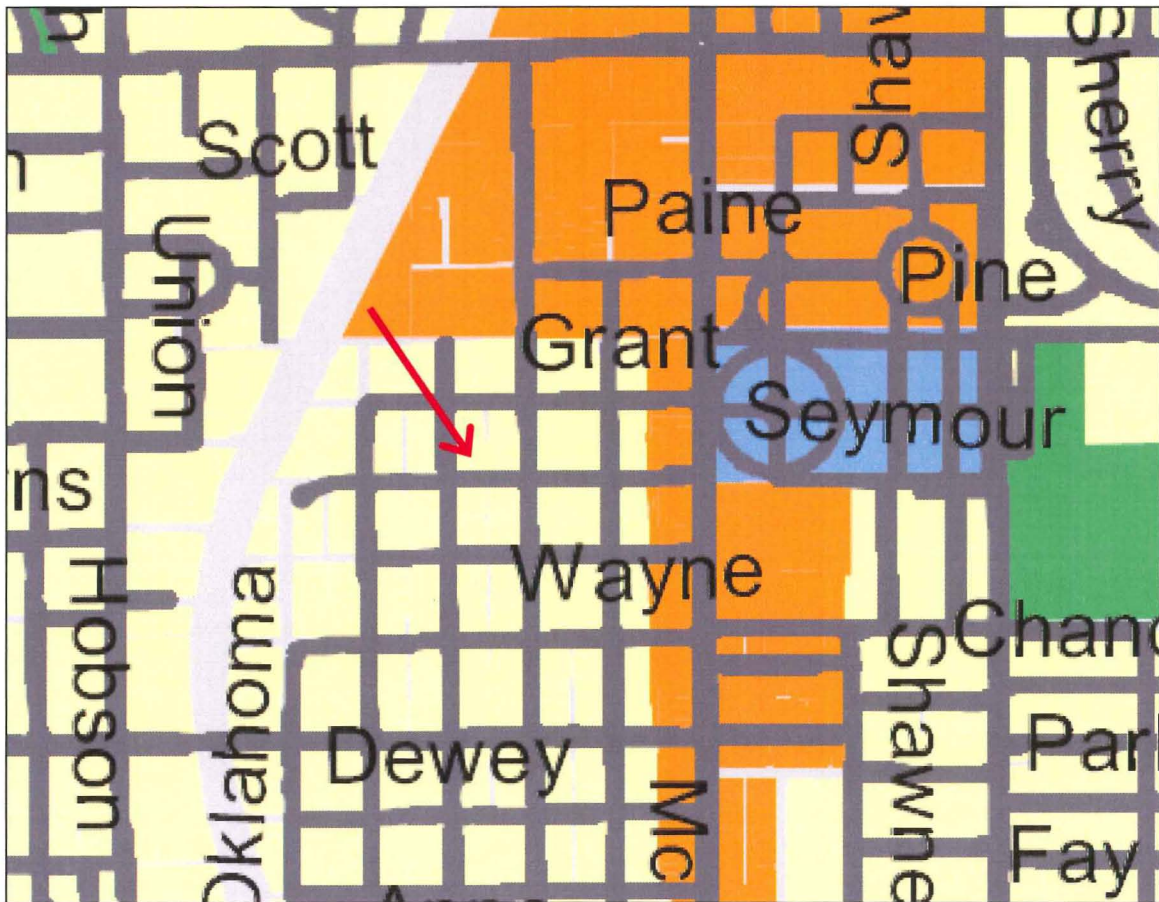


Figure 4: Comprehensive Plan designation of the site (Residential/Public/Commercial).

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P09-11

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

The property requesting rezoning is described as follows:

Lots Seventeen (17) and Eighteen (18), Block Thirty-eight (38), BEVERLY HILLS ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof...LESS AND EXCEPT the East Eight (8) feet of Lot Eighteen (18).

General Location Known As:	<u>606 E. Seymour</u>
Current Zoning Classification:	<u>R-1; Single Family Residential</u>
Requested Zoning Classification:	<u>R-3; Multi-family Dwelling</u>
Proposed Use of Property:	<u>Triplex</u>
Applicant:	<u>Abner Monterroso</u>

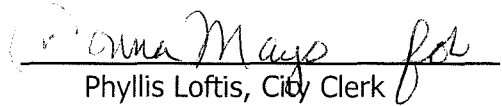
The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

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

July 6, 2011	AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
July 18, 2011	AT 6:30 P.M.: CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition of the proposed rezone will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

Witness my hand this 15th day of June, 2011.


Phyllis Loftis, City Clerk

CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

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

PLANNING COMMISSION APPLICATION
PROJECT NO. 110650 CASE NO. P09-11

REQUEST:

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

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from R-1 District to R-3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 606 E. Seymour
Pennsylvania & Seymour

LEGAL DESCRIPTION: Beverly Hills Blk 38 Lots 15, 16, 17, & 18 Less E 8' of Lot 18

PROPERTY OWNER (S): Tim & Pam Vallandingham

PROPERTY AGENT (APPLICANT): Abner Monterroso

APPLICANT'S ADDRESS: P.O. Box 3035

CITY: Shawnee **STATE:** OK **ZIP:** 74802

EMAIL ADDRESS: timvallandingham@yahoo.com

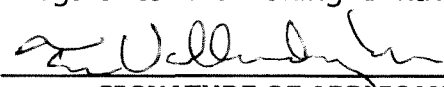
TELEPHONE NUMBER: (405) 831-9210 **CONTACT NUMBER:** (405) 831-0651

DIMENSIONS OF PROPERTY: AREA 11500 SQ. FT. WIDTH 92 Ft.
LENGTH 125 Ft. FRONTAGE _____

CURRENT ZONING: R1 **CURRENT USE:** vacant lot

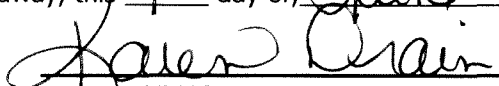
PROPOSED ZONING: R3 **PROPOSED USE:** Triplex

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


SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 1 day of June 2011


PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 1206375

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

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

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

[illegible]

-: AFFIDAVIT OF BONDED ABTRACTOR :-

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

Lots Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), Block Thirty-eight (38), BEVERLY HILLS ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof...LESS AND EXCEPT the East Eight (8) feet of Lot Eighteen (18).

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from One (1) to Three (3), both inclusive.

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

EXECUTED at Shawnee, Oklahoma, this 29th day of June, 2011.

FIRST AMERICAN TITLE AND TRUST COMPANY

By Teresa Southard, Licensed Abstractor #264

Order No. 1584413-SH99

Ownership List

Order No. 1584413-SH99

Date June 29, 2011

Page 1

OWNER

BRIEF LEGAL:

Shannan Morgan and Charles Morgan – 1114 N. Pennsylvania, Shawnee, OK 74801

Lots 7 thru 10, Block 32, BEVERLY HILLS ADDITION to Shawnee

Mary Raffety – 1110 N. Pennsylvania, Shawnee, OK 74801

Lots 11 thru 13, Block 32, BEVERLY HILLS ADDITION to Shawnee

Mary L. Ealey and Don C. Ealey, Trustees Revocable Trust – 39801 Garretts Lake Road, Shawnee, OK 74801

Lot 14 & N/2 Lot 15, Block 32, BEVERLY HILLS ADDITION to Shawnee

Jerry Mankin and Sharron Mankin, Trustee – 17406 Coker Road, Shawnee, OK 74801

S/2 Lot 15 & All Lot 16, Block 32, BEVERLY HILLS ADDITION to Shawnee

Lillian Saumty Jones – 1102 N. Pennsylvania, Shawnee, OK 74801

Lots 17 & 18, Block 32, BEVERLY HILLS ADDITION to Shawnee

Lerlene Hill – 1 W. Farrall, Shawnee, OK 74801

S 50' Lots 1 thru 6, Block 33, BEVERLY HILLS ADDITION to Shawnee

Billy D. Campbell and Deborah L. Campbell – 917 Jefferson Circle, Shawnee, OK 74801

N 75' Lots 1 thru 6, Block 33, BEVERLY HILLS ADDITION to Shawnee

Rebecca G. Webb – 105 S. Rangeline, Tecumseh, OK 74873

Lots 7 & 8, Block 33, BEVERLY HILLS ADDITION to Shawnee

Tammy Rounds – 211 E. Severn, Shawnee, OK 74801

Lots 9 & 10, Block 33, BEVERLY HILLS ADDITION to Shawnee

James S. Wilson and Scott Raymond Wilson – P.O. Box 412, Shawnee, OK 74802-0412

Lots 11 & 12, Block 33, BEVERLY HILLS ADDITION to Shawnee

Jason Wade Blalock – 1808 N. Minnesota, Shawnee, OK 74804

Lots 13 & 14, Block 33, BEVERLY HILLS ADDITION to Shawnee

Jose A. Masso – 106 E. Willow, Holdenville, OK 74848

Lots 15 thru 18, Block 33, BEVERLY HILLS ADDITION to Shawnee

James Carl Wiens and Diana Wiens – 3914 Marie Dr., Shawnee, OK 74804

Lots 19 & 20, Block 33, BEVERLY HILLS ADDITION to Shawnee

Cowan Family Properties, LLC – 18 Fairview Lane, Shawnee, OK 74804

Lots 21 & 22, Block 33, BEVERLY HILLS ADDITION to Shawnee

Gary Marriott – 620 E. Jefferson, Shawnee, OK 74801

Lots 23 & 24, Block 33, BEVERLY HILLS ADDITION to Shawnee

Barbara N. Alexander – 1302 N. Tucker, Shawnee, OK 74801

Lots 25 & 26, Block 33, BEVERLY HILLS ADDITION to Shawnee

Ownership List

Order No. 1584413-SH99

Date June 29, 2011

Page No. 2

OWNER

BRIEF LEGAL:

Shawnee Affordable Housing, LP – 1901 N. Kickapoo, Shawnee, OK 74804
Lots 27 & 28, Block 33, BEVERLY HILLS ADDITION to Shawnee

John V. Childers and Helen P. Childers – 1423 N. Tucker, Shawnee, OK 74801
N 75' Lots 9 thru 14, Block 37, BEVERLY HILLS ADDITION to Shawnee

Tina L. Boatman – 1417 N. Tucker, Shawnee, OK 74801
S 50' Lots 9 thru 14, Block 37, BEVERLY HILLS ADDITION to Shawnee

Betty Wade – 9503 Brangus Road, Meeker, OK 74855
Lots 15 thru 17, Block 37, BEVERLY HILLS ADDITION to Shawnee

Ryan J. McAllister – 1424 N. Tucker, Shawnee, OK 74801
Lots 1 & 2, Block 38, BEVERLY HILLS ADDITION to Shawnee

Billy G. Campbell and Linda A. Campbell – 46800 E. Wolverine Road, Shawnee, OK 74804
Lots 3 thru 6, Block 38, BEVERLY HILLS ADDITION to Shawnee

Jerry L. McGinnis and Tina D. McGinnis – P.O. Box 1113, Shawnee, OK 74802-1113
Lots 7 thru 10, Block 38, BEVERLY HILLS ADDITION to Shawnee

Catherine L. Skeene – 1225 N. Pennsylvania, Shawnee, OK 74801
Lots 11 & 12, Block 38, BEVERLY HILLS ADDITION to Shawnee

Robin E. Cain – 1211 N. Pennsylvania, Shawnee, OK 74804
Lots 13 & 14, Block 38, BEVERLY HILLS ADDITION to Shawnee

Tim Vallandingham and Pam Vallandingham – P.O. Box 3035, Shawnee, OK 74802-3035
Lots 15 thru 18, Block 38, BEVERLY HILLS ADDITION to Shawnee...LESS E 8' Lot 18

Todd Godwin and Susan Godwin – 610 E. Seymour St., Shawnee, OK 74804
E 8' Lot 18 & All Lots 19 & 20, Block 38, BEVERLY HILLS ADDITION to Shawnee

Michael Hobbs – 620 E. Seymour, Shawnee, OK 74801
Lots 21 thru 26, Block 38, BEVERLY HILLS ADDITION to Shawnee

Melody L. Spoon – 1418 N. Tucker, Shawnee, OK 74801
Lots 27 & 28, Block 38, BEVERLY HILLS ADDITION to Shawnee

Maria T. Slaughter – 1224 N. Pennsylvania, Shawnee, OK 74801
Lots 7 & 8, Block 39, BEVERLY HILLS ADDITION to Shawnee

Patti Kay Norris – 1218 N. Pennsylvania, Shawnee, OK 74801
Lots 9 & 10, Block 39, BEVERLY HILLS ADDITION to Shawnee

Glasgow Properties, LLC – HC67 Box 210, Canadian, OK 74425
Lots 11 & 12, Block 39, BEVERLY HILLS ADDITION to Shawnee

Vernon E. Lawrence and Loraine M. Lawrence – P.O. Box 185, Vian, OK 74962-0185
Lots 13 & 14, Block 39, BEVERLY HILLS ADDITION to Shawnee

Ownership List

Order No. 1584413-SH99

Date June 29, 2011

Page No. 3

OWNER

BRIEF LEGAL:

Carrow Properties, LLC – P.O. Box 3487, Shawnee, OK 74802-3487

Lots 15 & 16, Block 39, BEVERLY HILLS ADDITION to Shawnee

Melanie A. Samples – 1202 N. Pennsylvania, Shawnee, OK 74801

Lots 17 & 18, Block 39, BEVERLY HILLS ADDITION to Shawnee

Gary Gambill and Ava Gambill Trust – 22680 Skaggs City Road, Tecumseh, OK 74873

E 70' Lots 10 thru 15, Block 46, BEVERLY HILLS ADDITION to Shawnee

Rhonda K. Ortiz – 514 Grant St., Shawnee, OK 74801

W 70' Lots 10 thru 15, Block 46, BEVERLY HILLS ADDITION to Shawnee

Tyler J. Waldrup-1514 N. Tucker, Shawnee, OK 74804

S10' Lots 3 & All Lots 4 & 5, Block 47, BEVERLY HILLS ADDITION to Shawnee

Kenneth W. Jones and Lorada A. Jones – 1331 N. Pennsylvania, Shawnee, OK 74801

Lots 6 thru 10, Block 47, BEVERLY HILLS ADDITION to Shawnee

Diana Mosby – 1301 N. Pennsylvania, Shawnee, OK 74801

Lots 13 thru 18, Block 47, BEVERLY HILLS ADDITION to Shawnee

Board of County Commissioners – 14101 Acme Road, Shawnee, OK 74804

Lots 19 & 20, Block 47, BEVERLY HILLS ADDITION to Shawnee

Yousef Rizkharati and Mary A. Rizkharati – 33709 Waco Road, Shawnee, OK 74801

Lots 21 thru 24, Block 47, BEVERLY HILLS ADDITION to Shawnee

A.J. Dockrey and W. L. Dockrey – 39309 Garretts Lake Road., Shawnee, OK 74804

Lots 13 thru 14, Block 48, BEVERLY HILLS ADDITION to Shawnee

Sheridan c. Watts & Wilma J. Watts – P. O. Box 249, Paden, OK 74860

Lot 2, Block 32, DEXTER'S 2ND ADDITION to Shawnee

John Charles Lowrey a/k/a Chuck and Patricia Denise Lowrey– 42303 Hazel Dell Drive,
Shawnee, OK 74804

Lot 3, Block 32, DEXTER'S 2ND ADDITION to Shawnee

Dorothy M. Earls – 1109 N. Minnesota, Shawnee, OK 74801

Lot 4, Block 32, DEXTER'S 2ND ADDITION to Shawnee

James Hendrickson and Anita Hendrickson – 1111 N. Minnesota, Shawnee, OK 74801

Lot 5, Block 32, DEXTER'S 2ND ADDITION to Shawnee

Thomas L. Slavin, Sr. and Geneva M. Slavin – 1113 N. Minnesota, Shawnee, OK 74801

Lot 6, Block 32, DEXTER'S 2ND ADDITION to Shawnee

Ownership List

Order No. 1584413-SH99

Date June 29, 2011

Page No. 4

OWNER

BRIEF LEGAL:

Bruno Family, LLC – 6405 Miles Lane, Oklahoma City, OK 73132

Lot 3, Block 34, DEXTER'S 2ND ADDITION to Shawnee

HLLH Investments, Inc. – 20833 Prairie Hills, Harrah, OK 73045

Lot 4, Block 34, DEXTER'S 2ND ADDITION to Shawnee

Johnny R. Woods, Jr. and April D. Brashear Woods – 1319 N. Tucker, Shawnee, OK 74801

Lot 5, Block 34, DEXTER'S 2ND ADDITION to Shawnee

Ricky L. Comer and Phyliss M. Comer – 1323 N. Tucker, Shawnee, OK 74801

Lot 6, Block 34, DEXTER'S 2ND ADDITION to Shawnee

S S Enterprises of Seminole, LLC – 13648 Red Bud Road, Choctaw, OK 73020

Lot 1, Block 37, DEXTER'S 2ND ADDITION to Shawnee

Clinton Lincoln – 1413 N. Tucker, Shawnee, OK 74801

Lot 2, Block 37, DEXTER'S 2ND ADDITION to Shawnee

Chris Hilditch and Karen Hilditch – 1218 N. Beard, Shawnee, OK 74801

Lot 1, Block 39, DEXTER'S 2ND ADDITION to Shawnee

Patsy M. Seckel Revocable Trust – 1207 N. Minnesota, Shawnee, OK 74801

Lots 2 thru 5, Block 39, DEXTER'S 2ND ADDITION to Shawnee

Troy Dennis Dyer – 1209 N. Minnesota, Shawnee, OK 74801

Lot 6, Block 39, DEXTER'S 2ND ADDITION to Shawnee

Edward L. Balll– 3434 Anthem Way, Suite 118-173 Anthem, AZ 85806

Lots 2 thru 5, Block 39, DEXTER'S 2ND ADDITION to Shawnee

Buford W. White – P. O. Box 1029, Shawnee, OK 74802-1029

Lots 2 thru 5, Block 46, DEXTER'S 2ND ADDITION to Shawnee

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17) AND EIGHTEEN (18), BLOCK THIRTY-EIGHT (38), BEVERLY HILLS ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF...LESS AND EXCEPT THE EAST EIGHT (8) FEET OF LOT EIGHTEEN (18), POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM R-1; SINGLE FAMILY RESIDENTIAL TO R-3; MULTI-FAMILY DWELLING AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing was conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 5th day of July, 2011 upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification R-1; Single Family Residential to R-3; Multi-family Dwelling.

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

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

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: Lots Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), Block Thirty-eight (38), BEVERLY HILLS ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma ...LESS AND EXCEPT the East Eight (8) feet of Lot Eighteen (18); according to the recorded plat is hereby rezoned from R-1; Single Family Residential to R-3; Multi-family Dwelling.

PASSED AND APPROVED this 15th day of August, 2011.

LINDA PETERSON, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS
CITY CLERK

Regular Board of Commissioners

6.

Meeting Date: 08/15/2011

Sales Tax Report

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Sales Tax report received August, 2011.

Attachments

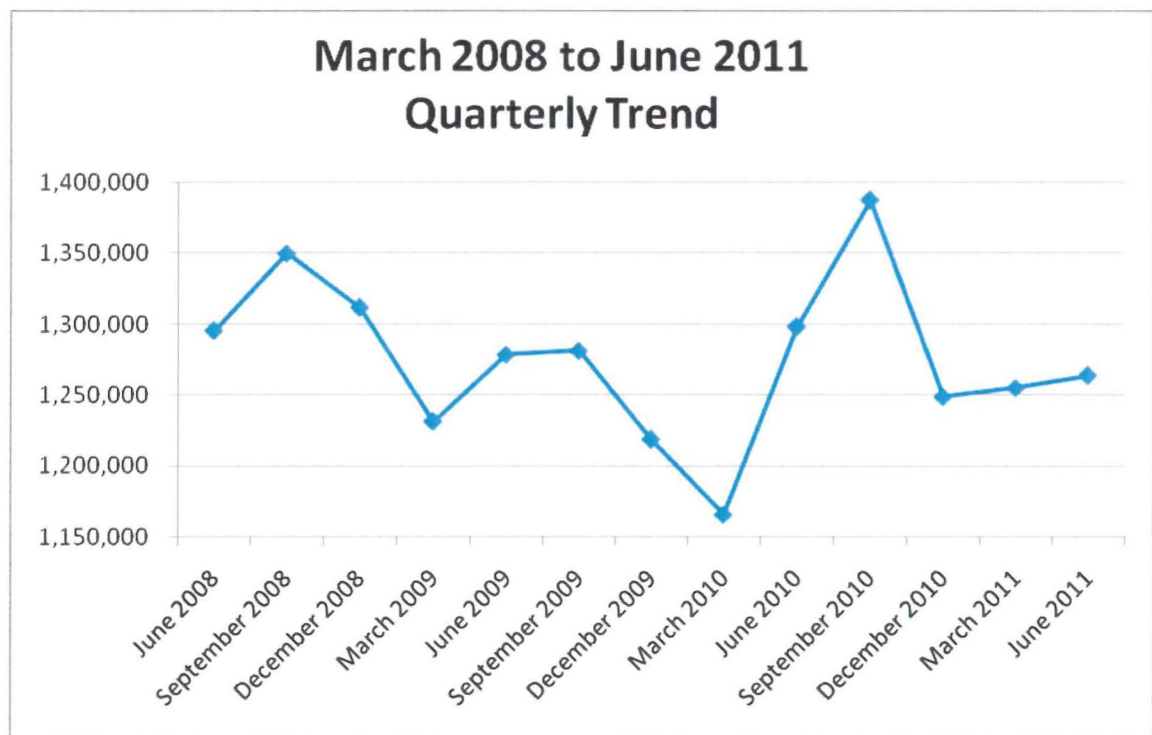
Sales Tax Report

City of Shawnee Memorandum

To: Mayor and City Commissioners
CC: Brian McDougal, City Manager
From: Cynthia R Sementelli, Finance Director
Date: August 8, 2011
Re: City Sales Tax Report



August 2011 Sales Tax receipts were up \$27,222 or 1.96% compared to last year receipts. The August sales tax amount received plus interest was \$1,417,308 which is approximately 1.90% above last year but down .09% compared to budget. The budgeted amount was last year actual plus 2%. Compared to 2008 figures we were up by \$152,100 or 12%.



**CITY OF SHAWNEE
SALES TAX COLLECTIONS
SEPT 2008 to AUG 2011**



—x— September 2008 through June 2009

—□— September 2009 through July 2010

—▲— September 2010 through July 2011

	September 2008	September 2009	September 2010	Increase (Decrease)	
	through	through	through	Over Prior Year	
Month	June 2009	July 2010	July 2011	Amount	Percentage
September	1,349,769	1,281,234	1,389,702	108,468	8.47%
October	1,345,662	1,281,416	1,386,987	105,571	8.24%
November	1,227,640	1,130,651	1,235,390	104,739	9.26%
December	1,311,389	1,218,404	1,248,649	30,244	2.48%
January	1,489,243	1,341,370	1,476,824	135,453	10.10%
February	1,464,546	1,372,608	1,448,966	76,358	5.56%
March	1,230,951	1,165,927	1,256,430	90,503	7.76%
April	1,322,381	1,308,463	1,311,387	2,924	0.22%
May	1,265,208	1,317,167	1,337,029	19,861	1.51%
June	1,278,401	1,298,026	1,263,777	(34,249)	(2.64%)
July	1,393,065	1,336,599	1,361,273	24,675	1.85%
August	1,265,208	1,390,086	1,417,308	27,222	1.96%
Total	15,943,463	15,441,951	16,133,720	691,769	4.48%

Period	Prior Year Actual	Current Year Actual	Increase (Decrease) Over Prior Year	
Fiscal Year to Date	2,726,684	2,778,581	51,897	1.90%

Fiscal Year to Date Budget based on last year actual plus 2%

Period	Current Year Budget	Current Year Actual	Budget Variance Favorable (Unfavorable)	
Fiscal Year to Date	2,781,218	2,778,581	(\$2,637)	(0.09%)

Regular Board of Commissioners

7.

Meeting Date: 08/15/2011

Discussion of CIP public hearing dates

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion regarding dates for the Capital Improvement Plan public meetings.

Attachments

Calendar

August 2011

August 2011						
S	M	T	W	T	F	S
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2011						
S	M	T	W	T	F	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	August 1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
					11:30am Brian-911 Co-Location Meeting	
28	29	30	31			
	12:00pm YMCA Board Meeting		3:00pm Agenda Meeting			

September 2011

September 2011							October 2011						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
4	5	6	7	8	9	10	1	2	3	4	5	6	7
11	12	13	14	15	16	17	8	9	10	11	12	13	14
18	19	20	21	22	23	24	15	16	17	18	19	20	21
25	26	27	28	29	30		22	23	24	25	26	27	28
							29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				September 1	2	3
4	5	6	7	8	9	10
	Holiday-Labor Day	1:30pm Beautification Meeting 6:30pm Commission Meeting	9:00am SURA Meeting 1:30pm Planning Commission Meeting	9:00am Convention and Visitor Bureau Tourism Advisory Committee Meeting 4:30pm PCDA Meeting	Civic Luncheon with Channel 12:00pm Brian-Special Projects Committee M 5:30pm Airport Terminal Building Grand Opening (Airpor	
11	12	13	14	15	16	17
		Chamber to D.C.		ICMA-Milwaukee, WI		
		OML-Tulsa 7:00pm Sister Cities (Commission Chambers)	OML-Tulsa 9:00am SEDF Meeting 11:30am COEDD Regular Meeting(830 W. Ford) 3:00pm Agenda Meeting	OML-Tulsa 12:30pm Shawnee Civic & Cultural Development Au 2:30pm Zoning Board of Adjustments (Co		
18	19	20	21	22	23	24
			ICMA-Milwaukee, WI			
	6:30pm Commission Meeting		9:00am Chamber of Commerce Board Meeting 5:30pm Airport Advisory Board Meeting(Termina	9:00am Shawnee Industrial Authority Meeting		
25	26	27	28	29	30	
	12:00pm YMCA Board Meeting	6:00pm Traffic Commission Meeting(Commis:	3:00pm Agenda Meeting	5:30pm A Tasty Affair (Expo Center)		

Regular Board of Commissioners

8. a.

Meeting Date: 08/15/2011

Beard Street Widening Project

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Beard Street Widening Project from Farrall to North Canadian River Bridge. Contract No. COS-PW-10-03
(Open)

Attachments

Beard Street Widening Project

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., **Monday, August 15, 2011**, for:

BID: CONTRACT NO. COS-PW-10-03
BEARD STREET WIDENING PROJECT FROM FARRALL TO NORTH CANADIAN RIVER BRIDGE

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$25.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$5.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, August 3, 2011, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.**

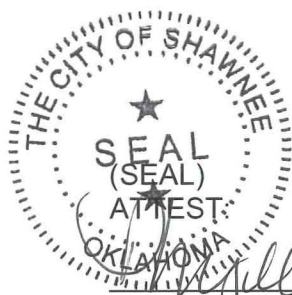
Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

BID: CONTRACT NO. COS-PW-10-03
BEARD STREET WIDENING PROJECT FROM FARRALL TO
NORTH CANADIAN RIVER BRIDGE
AUGUST 15, 2011

This project shall include **Beard Street widening, consisting of adding an additional lane on the East side to allow for improved traffic movements at the intersection of Beard & Farrall, milling existing pavement, then placement of new asphalt surfacing course.** BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with the specifications as issued by the City of Shawnee. Should the successful BIDDER fail to deliver the service in full compliance with the specifications within forty-five (45) days after acceptance of his/her bid, the bidder's bond, certified check or cashier's check deposited with his/her bid will be retained as and for liquidated damages. The deposit of each unsuccessful bidder will be returned when his/her bid is rejected.

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., **Monday, August 15, 2011**. The City of Shawnee reserves the right to reject any and all bids.



Phyllis Loftis, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: _____

Brian E. McDougal, City Manager

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-10-03
BEARD STREET WIDENING PROJECT FROM FARRALL TO NORTH
CANADIAN RIVER BRIDGE

Business Name: Shell Construction Co.
Contact: _____
Address: 336 N. Falcon Dr.
Oklahoma City, OK 73127
Telephone: 495-2063
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: mailed 07/26/11

Business Name: Rudy Construction
Contact: Phil Pratt
Address: PO Box 14575
Oklahoma City, OK 73113-4575
Telephone: 478-9900
Fax: 478-9901
Cell: _____
E-Mail: info@rudyconstruction.com
Paid for & Picked Up Specs: rec'd check 07/26/11

Business Name: All Roads Paving
Contact: David Barnett
Address: 10200 NW 10th
Oklahoma City, OK 73127-7100
Telephone: 577-2944
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: 07/26/11

Business Name: SAC Services, Inc.
Contact: _____
Address: 3600 S. Ross Ave
Oklahoma City, OK 73119
Telephone: 682-4948
Fax: 682-0882
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: 07/27/11

Business Name: Haskell Lemon Construction
Contact: Logan Greve
Address: PO Box 75608
Oklahoma City, OK 73147-0608
Telephone: 947-6069
Fax: 947-6068
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: 07/27/11

Business Name: TJ Campbell
Contact: Ray
Address: 6900 Sunnyslane
Oklahoma City, OK 73155
Telephone: 672-6768
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: 08/03/11

Regular Board of Commissioners

8. b.

Meeting Date: 08/15/2011

Rehab Runway Project

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Rehabilitate Runway 17-35; Grade Safety and Construction Connecting Taxiway. AIP Project
3-40-0088-015-2011.- Contract No. COS-PW-11-01 (Award)

Attachments

Solicit for bids

Plan Holders List

Bid Tab Sheet

SOLICITATION FOR BIDS

Sealed bids will be received by the City of Shawnee, Oklahoma, at the office of the City Clerk, City Hall, 16 West 9th, (P. O. Box 1448), Shawnee, Oklahoma 74802-1448 until 4:00 P.M. on Monday, July 18, 2011, said bids will be opened and considered by the Board of Commissioners at a Public Meeting in City Hall, Shawnee, Oklahoma at 6:30 P.M. on this same date for:

**Rehabilitate Runway 17-35;
Grade Safety Areas and Construct Connecting Taxiway
AIP Project 3-40-0088-015-2011
Bid Contract No. COS-PW-11-01
Shawnee Regional Airport**

Bids shall be made in accordance with the Solicitation for Bids, Information for Bidders, Plans, Specifications and Bidder's Proposal, which are on file and available for examination at the Office of the City Clerk in City Hall, Shawnee, Oklahoma, and are made a part of this notice as though fully set forth herein. **Plans and specifications may be purchased for \$250.00 from LBR Inc., 5915 Philip J. Rhoads Avenue, Suite 105, Bethany, Oklahoma 73008, Telephone 405/789-0200. Payment shall be by cash or check made payable to LBR Inc., and is non-refundable.** Bids filed with the City Clerk shall be publicly opened and considered by the City at the time stated above. All bids shall remain on file at least forty-eight (48) hours thereafter before a contract shall be made and entered into thereon.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

This project is being funded, in part, by the Federal Aviation Administration and is under and subject to Executive Order 11246 (September 24, 1965, and amendments) and to the Equal Opportunity Clause and Wage Rates set by the U. S. Department of Labor contained in the specifications and are available for examination in the office of the City Clerk, and the Bidder must supply all the information required by the bid or proposal form.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990, as amended. Details of such requirement are contained in the Specifications.

All bidders and proposers shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 9.43 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Asian-Indian Americans. The apparent successful bidder (proposer) will be required to submit the following information concerning the DBE's: (i) The names and addresses of DBE firms that will participate in the contract; (ii) A description of the work that each DBE will perform; (iii) The dollar amount of the participation of each DBE firm participating; (iv) Written documentation of the bidder / offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; (v) Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and (vi) If the contract goal is not met, evidence of good faith efforts.

The regulations and orders of the Secretary of Labor, OFCCP and FAR 152.61 require that the sponsor or his contractor(s) include, in invitations for bids or negotiations for contracts over \$10,000, the following notices:

- (1) The proposed contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The bidder's (proposer's) attention is called to the

- "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Specifications.
- (2) The Bidder (Proposer) must supply all the information required by the bid or proposal form.
 - (3) The successful bidder will be required to submit a Certification of Nonsegregated Facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a Certification where the amount of the subcontract exceeds \$10,000. Samples of the Certification and Notice to Subcontractors appear in the specifications.
 - (4) Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

For contracts of \$50,000 or more, a contractor having 50 or more employees, and his subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000 or more, will be required to maintain an affirmative action program within 120 days of the commencement of the contract.

Where the bid of the apparent low responsible bidder is in the amount of \$1 million or more, the bidder and his known all-tier subcontractors which will be awarded subcontracts of \$1 million or more will be subject to full on-site, pre-award equal opportunity compliance reviews before the award of the contract for the purpose of determining whether the bidder and his subcontractors are able to comply with the provisions of the equal opportunity clause.

Within 30 days after award of this contract, the contractor shall file a compliance report (Standard Form 100) if:

- (1) The contractor has not submitted a complete compliance report within 12 months preceding the date of award; and
- (2) The contractor is within the definition of "employer" in Paragraphs 2e (3) of the instructions included in Standard Form 100.

The contractor shall require the subcontractor on all-tier subcontracts, irrespective of dollar amount, to file Standard Form 100 within 30 days after award of the subcontract if the above two conditions apply. Standard Form 100 will be furnished upon request.

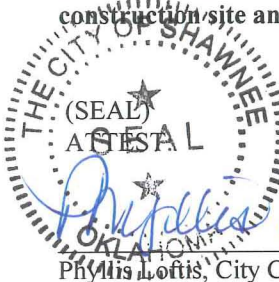
A cashier's check, a certified check, a surety bond or an irrevocable letter of credit in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. Deposits will be returned to the unsuccessful bidders.

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

Upon receipt of an acceptable bid, the contract will be awarded within one hundred twenty (120) days after opening of bids and the written contract executed within ten (10) days thereafter.

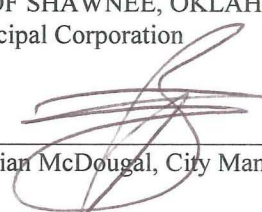
There will be a pre-bid conference concerning this project at 1:30 P.M., Thursday, July 7, 2011, in the Terminal Building Conference Room at Shawnee Regional Airport, Shawnee, Oklahoma.

Attendance at the Pre-Bid Conference is MANDATORY. Bids will NOT be accepted from contractors who do NOT have a representative attending the Pre-Bid Conference. No plans, specifications or bid documents will be issued after the Pre-Bid Conference. All bidders must visit and inspect the construction site and be familiar with the physical characteristics and conditions at the construction site.

The seal of the City of Shawnee, Oklahoma, is a circular emblem. It features a five-pointed star in the center, surrounded by the words "THE CITY OF SHAWNEE" and "OKLAHOMA". Below the star, the word "SEAL" is written. The seal is partially obscured by a blue ink signature.

Phyllis Loftis
Phyllis Loftis, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 
Brian McDougal, City Manager

Be sure to show acknowledgement receipt, of this Addendum No. 1, on your Proposal, in the appropriate location.

July 14, 2011

ADDENDUM NO. 1

to the
Plans and Specifications
for

REHABILITATE RUNWAY 17-35; GRADE SAFETY AREAS AND CONSTRUCT
CONNECTING TAXIWAY, AIP PROJECT 3-40-0088-015-2011, BID
CONTRACT NO. COS-PW-11-01

SHAWNEE REGIONAL AIRPORT
SHAWNEE, OKLAHOMA

This Addendum No. 1 takes precedence over the above referenced Plans and Specifications.

Specifications:

The bid opening has been postponed. The SOLICITATION FOR BIDS shall be modified to read, as follows:

Sealed bids will be received by the City of Shawnee, Oklahoma, at the office of the City Clerk, City Hall, 16 West 9th, (P.O. Box 1448), Shawnee, Oklahoma 74802-1448 until 4:00 P.M. on Monday, August 1, 2011, said bids will be opened and considered by the Board of Commissioners at a Public Meeting in City Hall, Shawnee, Oklahoma at 6:30 P.M. on this same date for:

The Project description has NOT changed.

End of Addendum No. 1

Issued By

LBR Inc.
5915 Philip J. Rhoads Avenue
Suite 105
Bethany, Oklahoma 73008
Tel. 405/789-0200
Fax. 405/789-0260

PLAN HOLDERS LIST FOR
REHABILITATE RUNWAY 17-35; GRADE SAFETY AND
CONSTRUCTION CONNECTING TAXIWAY
AIP PROJECT 3-40-0088-015-2011
CONTRACT NO. COS-PW-11-01

Business Name: Haskell Lemon Construction Co.
Contact: Bob Lemon
Address: P. O. Box 75608
OKC, OK 73147
Telephone: (405)947-6069
Fax: (405)947-6068
Cell: _____
E-Mail: blemon@haskelllemon.com
Paid for & Picked Up Specs: Yes

Business Name: All Roads Paving, Inc.
Contact: Brian Barnett
Address: 10200 NW 10th
OKC, OK 73127
Telephone: (405)577-2944
Fax: (405)577-2942
Cell: _____
E-Mail: allroadspaving@cokinet.net
Paid for & Picked Up Specs: Yes

Business Name: Traffic & Lighting Systems, LLC
Contact: _____
Address: 13305 N. Santa Fe
OKC, OK 73114
Telephone: (405)524-1341
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: Yes

Business Name: Contech, LLC
Contact: Andrew Light
Address: 114 S. Elm Place
Broken Arrow, OK 74012
Telephone: (918)259-1177
Fax: (918)259-0857
Cell: _____
E-Mail: alight@contechllc.net
Paid for & Picked Up Specs: Yes

Business Name: Libra Electric
Contact: Jack Bradley
Address: 4636 Enterprise Drive
OKC, OK 73128
Telephone: (405)949-9371
Fax: (405)949-9373
Cell: _____
E-Mail: jack@libraelectric.net
Paid for & Picked Up Specs: Yes

Business Name: _____
Contact: _____
Address: _____

Telephone: _____
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: _____

BID TABULATION SHEET

Rehabilitate Runway 17-35; Grade Safety and Construction Connecting
Taxiway. AIP Project 3-40-0088-015-2011
Contract No. COS-PW-11-01

August 1, 2011

BIDDER

AMOUNT

ALT

Haskell Lemon Construction
Oklahoma City, OK

\$ 3,356,147.00 \$ 249,032.00

Engineering Estimate: BASS \$ 3,236,525.00
MT. \$ 305,000.00

Regular Board of Commissioners

12.

Meeting Date: 08/15/2011

Exec Session IAFF

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider and Executive Session to discuss the status of negotiations with the IAFF, Local No. 203, for a Collective Bargaining Agreement for FY 2011-2012 as authorized by 25 O.S. §307(B)(2).

Regular Board of Commissioners

13.

Meeting Date: 08/15/2011

Exec Session IUPA

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider and Executive Session to discuss the status of negotiations with the IUPA, Local No. 3, for a Collective Bargaining Agreement for FY 2011-2012 as authorized by 25 O.S. §307(B)(2).

Regular Board of Commissioners

14.

Meeting Date: 08/15/2011

Consider Matter IAFF

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding the status of negotiations with the IAFF, Local No. 203, including consideration of a possible resolution of the FY 2011-2012 Collective Bargaining Agreement.

Regular Board of Commissioners

15.

Meeting Date: 08/15/2011

Consider Matters IUPA

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding the status of negotiations with the IUPA, Local No. 3, including consideration of a possible resolution of the FY 2011-2012 Collective Bargaining Agreement.
