AGENDA
BOARD OF CITY COMMISSIONERS
August 6, 2012 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

REV. DAVID HENRY
CALVARY BAPTIST CHURCH

FLAG SALUTE

1. Consider approval of Agenda:

2. Consider approval of Consent Agenda:

   a. Minutes from the July 16, 2012 regular meeting.

   b. Acknowledge the following minutes:
      - Shawnee Beautification Committee minutes from March 8, 2012
      - Shawnee Civic and Cultural Development Authority minutes from May 17, 2012 meeting. *(Deferred from the July 16, 2012 meeting)*

   c. Request authorization to solicit bids for emergency snow removal agreement.

   d. Authorize Information Systems Department to purchase Tyler Content Management Enterprise imaging system solution.

   e. Acknowledge Official Certificate of Votes from the June 26, 2012 election for Mayor, Ward II Commissioner, Ward III Commissioner and Ward IV Commissioner.

   f. Authorize Fire Department to submit SAFER Grant request to FEMA.

3. Citizens Participation

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

4. Consider an ordinance de-annexing property located at northwest of the intersection of Lake Road and Drummond Road consisting of a part of the plat of Rolling Meadows.

5. Consider acceptance of public easements and dedications associated with the Final Plat of Legacy Park Second Addition and authorizing recording of the final plat and obtainment of signatures.

6. Consider a resolution authorizing approval of ODOT LPA Agreement for the Kickapoo Street Paving Project
(MacArthur to Kickapoo Spur)

7. Consider an ordinance relating to water and sanitary sewer rates.
(Deferred from July 16, 2012 meeting)

8. Consider approval of an ordinance revising the Drought Management Plan that was passed and approved on June 16, 2012.

9. Discussion, consideration and possible action to determine whether to renew contract with Shawnee Area Chamber of Commerce for operation of a Convention and Visitor's Bureau, and, if so, discussion, consideration and possible action on amendments to the Contract.

10. Discussion, consideration and possible action to create a new entity for operation of a Convention and Visitor's Bureau and administration of the Proceeds of the Hotel Occupancy Surcharge. Items to be considered will be whether the entity should be an Oklahoma Statutory Trust or a tax-exempt corporation pursuant to Oklahoma law and Section 501(c)(6) of the Internal Revenue Code. Items to be considered include the approval of either a Trust Indenture or Articles of Incorporation, powers and duties of the entity, name of entity, selection of initial Board of Trustees/Directors and any other administrative items needed for creation of the entity.

    (This item will be considered only if the Commission determines it will not continue the Contract with the Chamber of Commerce)

11. Discussion, consideration and possible action to set a special meeting to meet with Board of Trustees or Board of Trustees for newly created entity for purposes of contracting for the operation of a Convention and Visitor's Bureau and arranging for transition of operations.

    (This item will be considered only if the Commission determines it will not continue the Contract with the Chamber of Commerce and also creates a new entity.)

12. Consider Mayor's appointment of the following as an advisory committee for improvements to the Shawnee Municipal Pool:

Sam Freas	Chris Harden
Terry West	Cathy Collum
Kevin Kalies	Jo Davis
John Winterringer	Linda Agee

13. Consider Bids:

    a. Harrison Street Planter Project Contract No. COS-PW-11-06 (Award)

    b. RFP's for Phone System Replacement (Open)

    c. RFQ's for Design of the Municipal Pool (Open)

14. New Business

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

15. Administrative Reports

16. Commissioners Comments

17. Consider an Executive Session to discuss City Attorney's employment contract pursuant to 25 O.S. §307(B)(1).

18. Consider an Executive Session to discuss City Manager's employment contract pursuant to 25 O.S. §307(B)(1).

19. Consider matters discussed in Executive Session regarding City Attorney's employment contract pursuant to 25 O.S. §307(B)(1).

20. Consider matters discussed in Executive Session regarding City Manager's employment contract pursuant to 25 O.S. §307(B)(1).

21. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners **2. a.**

Meeting Date: 08/06/2012

Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the July 16, 2012 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JULY 16, 2012 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, July 16, 2012 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.

Linda Peterson
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: Pam Stephens, Ward I

INVOCATION — Don Lynch, Emergency Management Director

FLAG SALUTE

AGENDA ITEM NO. 1: Consider approval of Agenda.

A motion was made by Commissioner Winterringer, seconded by Commissioner Harrod, to approve the Agenda. Motion carried 6-0.

AYE: Winterringer, Harrod, Peterson, Collier, Smith, Sims
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 14.

b. Minutes from the June 18, 2012 regular meeting.

c. Acknowledge July 2, 2012 meeting cancellation due to lack of quorum.

d. Budget Amendments for CDBG Entitlement Grant Fund for 2011, 2010, 2009, 2008, 2007 and 2006.
Appropriate CDBG Entitlement Funds for these years (Rollover)

e. Budget Amendment for HOME Rehab Program Income
Appropriate HOME Grant Program Income for Housing Rehabilitation (Rollover)

f. Budget Amendment for ODOC NSP Program Income Fund
Appropriate NSP Funds from ODOC for Housing Rehabilitation (Rollover)

g. Acknowledge the following minutes and reports:
- Shawnee Civic and Cultural Development Authority Minutes from May 17, 2012
- Traffic Commission Minutes from February 28, 2012 and March 27, 2012
- Shawnee Urban Renewal Authority minutes from June 5, 2012
- Project Payment Report for June 2012
- License Payment Report for June 2012

h. Lake Lease Renewals and Transfer:

Renewals

- Lot 1 Damron Tract, 33701 Belcher Road
  L. and B. Smith

- Lot 3 Seck Tract, 33708 Post Office Neck
  M and R. Wahkinney

- Lot 9A Eckel Tract, 15115 Eckel Road
  M. Turk

- Lot 7 Johnston Tract, 16706 Magnino Road
  G. Blankenship, Jr.

- Lot 4 Johnston Tract, 16800 Magnino Road
  E. Moore

- Lot 2 Seck Tract, 33704 Post Office Neck
  R. and H. Lamb

- Lot 10 Coffman Tract, 15201 Perry Road
  L. and A. Redwine

- Lot 4 Belcher Tract, 15508 Nickens Road
  E. Chidester

Transfer

- Lot 8 Magnino A Tract, 17230 Magnino Road

  From: H. Miller
  To: J. and V. Spivey

i. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for John Caruso.

j. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Jonathan Shane Presley.

k. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Roger Smith.

l. Approve Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Seth McDonnell.

m. Approve Oklahoma Municipal Retirement Fund Normal Retirement for Karen Drain.

n. Traffic Commission Recommendations and Information from June 26, 2012.

Consideration of request by staff to designate Bradley Street from Bryan East to Lantana Circle as a no parking zone.

STAFF RECOMMENDATION: Staff recommends approval of request
BOARD RECOMMENDATION: Board recommends denying request.

o. Authorize Police Department to purchase 8 police package vehicles. Five 2012 Police Chevy Tahoes and three 2013 Ford Police Utility vehicles at a cost of $210,599.00.

p. Mayor's appointment and re-appointments:

Pioneer Library System Board

Bob Perry	1st Full Term	Expires 6-30-15

Planning Commission

Chris Silvia	2nd Full Term	Expires 6-30-15
Ben Salter	2nd Full Term	Expires 6-30-15

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

r. Accept recommendation for purchase of library furniture at a state contract price of $59,000.00 with the library donating $9,000.00 toward the purchase price.

s. Request to go out for RFQ's for design and construction of Shawnee Municipal Pool.

Commissioner Sims requested that Item 2-g be pulled for separate consideration, Vice-Mayor Collier requested Item 2-n be pulled for separate consideration, and Commissioner Harrod requested that Item 2-s be pulled for separate consideration. A motion was made by Commissioner Harrod, seconded

by Vice-Mayor Collier, to approve the Consent Agenda Items a-r, less item 2-g, 2-n and 2-s. Motion carried 6-0.

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

Regarding item 2-g, Commissioner Sims questioned the Shawnee Civic and Cultural Development Authority minutes from May 17, 2012 meeting in reference to payment made to Mike McCormick in the amount of $300.00.

A motion was made by Commissioner Sims, seconded by Commissioner Smith, to approve Item 2-g, less the SCCDA minutes and defer those minutes until the next meeting for more explanation. Motion carried 6-0.

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

Regarding item 2-n, Traffic Commission Recommendations, the staff had recommended approval and the Traffic Commission had recommended denial. The question to clarify was if the Commission approved the item, which recommendation would they be approving. John Krywicki advised if the commission approved, they would be approving the Traffic Commission recommendation for denial.

A motion was made by Vice-Mayor Collier, seconded by Commissioner Sims, to approve the Traffic Commission recommendation to deny request for designation of Bradley Street from Bryan east to Lantana Circle as a no parking zone. Motion carried 6-0.

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

Regarding item 2-s, Commissioner Harrod would like to approve only the design aspect of the Shawnee Municipal Pool and not the construction, at this time. James Bryce, Parks Director, advised he is requesting accepting RFQ's for a firm to design and oversee the construction. It would come back to the commission for approval on any project recommended for construction and would be considered at that time.

A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to request RFQ's for Shawnee Municipal Pool design and set up a committee to be named at a later date to advise on pool design. Motion carried 6-0

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

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

There was no Citizens Participation.

AGENDA ITEM NO. 4: A public hearing and consideration of a Conditional Use Permit in C-3; Automotive, Commercial and Recreation district for property located at 924 N. Harrison. Case #P10-12 Applicant: Don Ciros Tacos

Mayor Peterson declared a public hearing for public comments. No one appeared to speak in favor/against the rezoning and the public hearing was closed.

A motion was made by Commissioner Smith, seconded by Vice-Mayor Collier, to approve a Conditional Use Permit in C-3; Automotive, Commercial and Recreation district for property located at 924 N. Harrison.

Ordinance No. 2481 NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: THE EAST 150 FEET OF LOTS SEVEN (7) AND EIGHT(8), BLOCK SEVEN (7), DEXTER'S SECOND ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, REZONING SAID PROPERTY FROM C-3; AUTOMOTIVE, COMMERCIAL AND RECREATION TO C-3P; AUTOMOTIVE, COMMERCIAL & RECREATION DISTRICT WITH CONDITIONAL USE PERMIT; AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

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

AGENDA ITEM NO. 5: A public hearing and consideration of approval for a one operator beauty parlor for property located at 1415 N. Union. Case #P11-12 Applicant: Jennifer Pelletier-Armanda

Mayor Peterson opened the public hearing for public comments. The applicant was available to answer any questions. No one appeared to speak in favor/against the rezoning and the public hearing was closed.

A motion was made by Vice-Mayor Collier, seconded by Commissioner Harrod, to allow a one operator beauty parlor for property located at 1415 N. Union with the following conditions:

1. The signage for the business must follow the current sign regulations where the applicant is permitted one non lighted sign no larger than two square feet to be affixed to the structure.
2. The hours of operation shall be 1 pm to 9pm.
3. The operator must be a resident of the home.
4. Only one chair is permitted.
5. Parking must be off the street and a turnaround must be provided behind fenced gate so vehicles are not backing into the public streets and out of the right of way.

Motion carried 5-1.

AYE: Collier, Harrod, Peterson, Winterringer, Smith
NAY: Sims

AGENDA ITEM NO. 6: A public hearing and consideration of rezoning property located at 4030 N. Kickapoo from R-1; Single Family Residential to C-3; Automotive, Commercial and Recreation. Case #P12-12 Applicant: O'Reilly Automotive Store

Mayor Peterson declared a public hearing for public comments. Roger McMahan came forward with questions concerning the easement, fence line and

drainage behind the property. This backs up to a residential area with fences set back 7 ½ feet from the property line. Mr. McMahan's question is will the required fence for O'Reilly's be on the property line or will it be set back 7 ½ feet from the property line allowing for access to utilities located in this easement. Community Development Director Justin Erickson explained there will be a required drainage plan and they will work with the property owner to set requirements for the fencing. The commission had concerns about the metal building and what would be done to improve the appearance. Alan Riddle, representing O'Reilly's, showed a picture to the commission of a recent structure built by O'Reilly's and their plan is for some type of siding for decorative purposes. No others appeared to speak in favor/against the rezoning and the public hearing was closed.

A motion was made by Commissioner Sims, seconded by Commissioner Harrod, to approve the rezoning of property located at 4030 N. Kickapoo from R-1; Single Family Residential to C-3; Automotive, Commercial and Recreation.

Ordinance No. 2482NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: LOT SIX (6), BLOCK TWO (2), COLLEGE VIEW ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, REZONING SAID PROPERTY FROM R-1; SINGLE FAMILY RESIDENTIAL TO C-3; AUTOMOTIVE, COMMERCIAL & RECREATION DISTRICT; AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carries 6-0.

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

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

A motion was made by Vice-Mayor Collier, seconded by Commissioner Smith, to approve the Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan and refund of contributions from the Defined Contribution Plan for Joe Punneo. Motion carries 6-0.

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

AGENDA ITEM NO. 8: Consider an ordinance relating to water and sanitary sewer rates.

A motion was made by Commissioner Harrod, seconded by Commissioner Winterringer, to defer the ordinance relating to water and sanitary sewer rates until the next commission meeting due to correction to be made in Section 3. Motion carried 6-0.

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

AGENDA ITEM NO. 9: Acknowledge Sales Tax report received July, 2012.

Cindy Sementelli, Finance Director/Treasurer, presented information regarding the latest sales tax report from the Oklahoma Tax Commission. Ms. Sementelli reported that sales tax receipts are up $61,090.00 or 4.49% compared to last year.

AGENDA ITEM NO. 10: Presentation on status of Kickapoo Street Widening Project.

City Engineer John Krywicki presented a time line showing what the city has done since May 3. All documentation that was requested by ODOT has been turn into ODOT and has been accepted as complete. Bid letting should be within 60 days and Mr. Krywicki will try to get firm dates from ODOT as soon as they are available.

AGENDA ITEM NO. 11: Discuss and consider directing staff to begin financing process for budgeted projects.

City Manager Brian McDougal advised he had spoken with bond counsel concerning borrowing for projects such as the Municipal Pool and the north communication tower. At this time interest rates are extremely low but we only have $2,000,000 available to borrow tax free until January 1, 2013, due to the amount Oklahoma Baptist University has used against our $10,000,000 available yearly. If we borrow the $2,000,000 now and wait until January 2013 to borrow any additional money it would require separate loan closing cost and might increase the cost enough to offset any savings on interest rates.

James Bryce, Parks Director, stated we are not ready to begin on the Municipal Pool. We are in the process of receiving RFQ's for design and there is enough money in the budget to begin this process.

Don Lynch, Emergency Management Director, gave a timeline sheet showing what needed to be done and in what order for the north communication tower. The first item is to begin the process of applying for a FCC license for the tower. At that time we will know how many channels the FCC will allow and then we will know how much equipment is needed and where it needs to be placed. There is money in the budget to hire a consultant to begin the process of the FCC license.

Mayor Peterson is concerned about the safety issues involved in not having the coverage of towers that is needed.

AGENDA ITEM NO. 12: Presentation and discussion of documents prepared by staff concerning a trust indenture for the CVB.

City Attorney Mary Ann Karns reported she had prepared a sample Trust Indenture for the Convention and Visitors Bureau, at the request of the City Commission. This sample Trust Indenture had many options and alternatives for discussion by the commission committee appointed to look into options for a change of management of the Convention and Visitor Bureau. She had sent a copy to the commissioners for comments or input and received no response except from Commissioner Harrod.

Ms. Karns addressed other alternatives such as a 501C(3) organization or change of the contract/agreement with the Shawnee Chamber of Commerce.

Mayor Peterson would like for the committee to take a look at the sample. Commissioner Harrod advised the committee has only met one time and now Commissioner Stephens is not available to meet due to military commitment. He also wants the Convention and Visitors Bureau to be involved and have an opportunity to respond to any draft before a final draft for consideration.

Commissioner Sims wants to know what it will take to bring a final draft to the commission to be voted on and when this could take place.

Mary Ann Karns wants more direction on what type organization the commission wants for the CVB. Commissioner Sims responded he would like it to be set up like the Shawnee Civic and Cultural Development Authority with a board and employees to be city employees.

City Manager Brian McDougal suggested that the committee that is in place now meet and then bring back a recommendation to the commission.

One concern is the property that was purchased by the CVB and title put in the Shawnee Chamber of Commerce name. Commissioners seem to agree that this property should be placed in the City of Shawnee name and the city attorney stated she believes the property belong to the City of Shawnee.

Commissioner Harrod asked for input on what type organization each commissioner would recommend and for that input to be sent to the city attorney to help write a document for the committee to discuss.

AGENDA ITEM NO. 13: Consider and approve granting of Easement(s) to the Oklahoma Department of Transportation (ODOT) for the reconstruction and widening of SH102.

A motion was made by Commissioner Harrod, seconded by Commissioner Smith, to approve granting of Easement(s) to the Oklahoma Department of Transportation (ODOT) for the reconstruction and widening of SH102. Motion carried 6-0.

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

AGENDA ITEM NO. 14: Consider Bids:

a. Harrison Street Planter Project Contract No. COS-PW-11-06 (Open)

BIDDER	**AMOUNT**
Parathon	$101,620.94
Rudy Construction	$ 98,624.25
Nash Construction	$121,241.00

City Engineer John Krywicki 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 Vice-Mayor Collier, to defer the bid award to the August 6, 2012 City Commission meeting. Motion carried 6-0.

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

b. Shawnee Library Re-roof (Award)

Director of Operations James Bryce announced that four bids were received and after review and consideration it was staff's recommendation to award the bid, with the Alternate, to Mid-American Roofing of Oklahoma City, Oklahoma in the amount of $158,135.00.

A motion was made by Commissioner Harrod, seconded by Vice-Mayor Collier, to accept staff's recommendation and award the bid, with the Alternate, to Mid-American Roofing in the amount of $158,135.00. Motion carried 6-0.

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

c. Bryan and Independence Streets Signalization Project Contract No. COS-PWA-11-08 (Award)

City Engineer John Krywicki announced that three bids were received and after review and consideration it was staff's recommendation to award the bid to Traffic & Lighting Systems of Oklahoma City, Oklahoma in the amount of $198,562.60.

A motion was made by Commissioner Smith, seconded by Vice-Mayor Collier, to accept staff's recommendation and award the bid to Traffic & Lighting Sytems in the amount of $198,562.60. Motion carried 6-0.

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

d. Kulhbird Lane Hazard Mitigation Project Contract No. COS-PW-11-09 (Award)

City Engineer John Krywicki announced that three bids were received and after review and consideration it was staff's recommendation to award the bid to C-P Integrated Services, Inc. of Oklahoma City, Oklahoma in the amount of $54,211.30.

A motion was made by Commissioner Sims, seconded by Commissioner Winterringer, to accept staff's recommendation and award the bid to C-P Integrated Services, Inc. in the amount of $54,211.30. Motion carried 6-0.

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

e. FY11-12 Rehab Asphalt Streets Project Contract No. COS-PW-11-10 (Open)

City Engineer John Krywicki announced that four bids were received and after review and consideration it was staff's recommendation to award the bid to Nash Construction of Oklahoma City, Oklahoma in the amount of $589,090.00.

A motion was made by Commissioner Sims, seconded by Commissioner Smith, to accept staff's recommendation and award the bid to Nash Construction in the amount of $589,090.00. Motion carried 6-0.

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

f. FY11-12 Rehab Concrete Streets Project Contract No. COS-PW-11-11 (Open)

City Engineer John Krywicki announced that six bids were received and after review and consideration it was staff's recommendation to award the bid to All Roads Paving, Inc. of Oklahoma City, Oklahoma in the amount of $387,409.00.

A motion was made by Commissioner Sims, seconded by Commissioner Winterringer, to accept staff's recommendation and award the bid to All Roads Paving, Inc. in the amount of $387,409.00. Motion carried 6-0.

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

g. The Demolition of Structure Located at 217 N. Beard

Community Development Director Justin Erickson announced that five bids were received and after review and consideration it was staff's recommendation to award the bid to M&M Wrecking, Inc. of Blanchard, Oklahoma in the amount of $43,723.00.

A motion was made by Commission Harrod to delay the demolition of this building until a mold inspection could be done. Motion died for lack of a second.

A motion was made by Commissioner Sims, seconded by Commissioner Smith, to accept staff's recommendation and award the bid to M&M Wrecking, Inc. in the amount of $43,723.00. Motion carried 5-1.

AYE: Sims, Smith, Peterson, Collier, Winterringer
NAY: Harrod

AGENDA ITEM NO. 15: 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. 16: Administrative Reports

There were no Administrative Reports

AGENDA ITEM NO. 17: Commissioners Comments

Commission Harrod invited everyone to drive by the Expo Center and take a look at the landscaping and grass. Commissioner Sims stated that the grass would need some care, perhaps rolling the new turf to help repair it and asked about getting a street sweeper out to the Expo Center.

AGENDA ITEM NO. 18: 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 6-0. (8:43 p.m.)

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

_____
LINDA PETERSON, MAYOR

ATTEST:

_____
DONNA MAYO, DEPUTY CITY CLERK

Regular Board of Commissioners **2. b.**

Meeting Date: 08/06/2012

Board and Committee Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Shawnee Beautification Committee minutes from March 8, 2012
- Shawnee Civic and Cultural Development Authority minutes from May 17, 2012 meeting. *(Deferred from the July 16, 2012 meeting)*

Attachments

Beautification Committee

SCCDA

Expo Info McCormick

Mayor
LINDA PETERSON

The City of Shawnee

PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 273-1250 Fax (405) 878-1581
www.ShawneeOK.org

Commissioners
PAM STEPHENS
FRANK SIMS
JAMES HARROD
BILLY COLLIER
JOHN WINTERRINGER
STEVE SMITH

Minutes
Shawnee Beautification Committee
March 8, 2012
The Shawnee Beautification Committee met in the EOC Room
The meeting was called to order at 4:00 pm

Roll Call was taken showing the following members present:

Member	Robert Cash, Chairman
Member	Paul Malley, Vice Chairman
Absent	Nancy Ford
Member	Janet Turner
Member	Tom Terry
Member	Linda Malley
City Staff	James Bryce
City Staff	Justin Erickson
City Staff	Whisper Peace

AGENDA NO 2 **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.

AGENDA NO 3 **Approved Minutes for February 2012.** The minutes for February 2012 were approved with a motion made by Tom Terry and 2nd by Linda Malley. The motion carried unanimously.

AGENDA NO 4 **Discussion of Adopt A Street Program. (Janet Turner)** Janet presented an information sheet that outlined the program. The group agreed that the information should be posted on the City's website to help get the information out to the public.

AGENDA NO 5 **Discussion of Downtown Cleanup Dates. (Tom Terry)** Tom discussed the next Downtown cleanup dates set for March 10, 2012 and April 14, 2012.

AGENDA NO 6 **Old Business.** James Bryce discussed the I-40 Median project. No new dates have been set for rebid.

Justin Erickson discussed the topic of banning billboards in Shawnee. The group was informed that the next Commission Meeting is March 19th, 2012 at 6:30p.m.

Janet Turner requested an update on the re-zoning of the property at 45th and Bryan Street. James stated the re-zoning of the property was still pending at this time.

James Bryce gave an update on the pots on Bell Street. He advised the city was still in the process of choosing the most suitable pots for that location.

Paul Malley requested an update on the clean-up of the burned buildings on Main Street. James advised the area had been cleaned up.

AGENDA NO 7 **New Business.** Tom Terry announced the Chamber Beautification Committee was going to be giving out 200 Maple trees and 200 Oak trees.

AGENDA NO 8 **Comments**. None

AGENDA NO 9 **Adjournment.** The meeting adjourned unanimously at 4:48 pm.

Paul a Malley
Chairman, Robert Cash

7-12-12
Date

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
MAY 17, 2012
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR MEETING THURSDAY, MAY 17, 2012 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 05/11/2012 AT 4:10PM.

AGENDA ITEM NO.1 — CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:35 PM BY MR. KARL KOZEL, CHAIRMAN.

AGENDA ITEM NO.2 — ROLL CALL.

TRUSTEES PRESENT: MR. KARL KOZEL
MR. LANCE WORTHAM
MR. BRIAN MCDOUGAL
MR. CARL PACKWOOD
MR. RANDY GILBERT
MR. JIM LOWE

TRUSTEES ABSENT: MR. CASEY BELL

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

AGENDA ITEM NO.3 — DECLARATION OF A QUORUM

CHAIRMAN MR. KARL KOZEL, DECLARED A QUORUM.

AGENDA ITEM NO.4 — APPROVAL OF MINUTES OF REGULAR MEETING OF APRIL 2012.

THE MOTION MADE BY TRUSTEE LOWE, SECONDED BY TRUSTEE WORTHAM, THAT THE MINUTES OF THE REGULAR MEETING OF APRIL 2012 ARE APPROVED. MOTION CARRIED.

AYE: GILBERT, LOWE, PACKWOOD, WORTHAM, MCDOUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO. 6 — APPROVAL OF MONTHLY FINANCIALS

THE MOTION MADE BY TRUSTEE GILBERT, SECONDED BY TRUSTEE MCDOUGAL THAT THE MINUTES OF THE MONTHLY FINANCIALS OF APRIL 2012 ARE APPROVED. MOTION CARRIED.

AYE: GILBERT, LOWE, PACKWOOD, WORTHAM, MCDOUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.7 — APPROVAL OF GENERAL CLAIMS

THE MOTION MADE BY TRUSTEE LOWE, SECONDED BY TRUSTEE PACKWOOD THAT THE GENERAL CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, LOWE, PACKWOOD, WORTHAM, MCDOUGAL, KOZEL
NAY: NONE
ABSTAIN:

GENERAL CLAIMS

A. BANKER CREDIT CARD Monthly Bills	$1,520.98
B. Vision Bank Payments	$1,031.02
C. Arvest Bank Payment	$502.69
D. OG&E Monthly Utilities	$8,469.83
E. INS Computer Maintenance	$665.00
F. Yort's Equipment Maintenance	$47.00
G. Personal Plumbing Building Maintenance	$148.00
H. ONG Monthly Utilities	$575.37
I. Staples Supplies	$312.93
J. Bankers Credit Card Monthly Bills	$252.87
K. Constellation Energy Monthly Utilities	$538.56
L. Express Services Temp Labor	$1790.10
M. Stuart & Clover Legal Fees	$150.25
N. Hunzicker Brothers Equipment Maintenance	$138.47
O. Locke Supply Grounds Maintenance	$964.93
P. Yorts Alternator Service Equipment Maintenance	$93.00
Q. AT&T Mobility Monthly Utilities	$47.14

ADD ON'S

GENERAL ACCOUNT:

A.	Stuart, Clover, Duran, Vondran & Thomas Legal Fees	$125.00
B.	Shawnee Office Systems Equipment Maintenance	$89.78
C.	Sparks Heat & Air Equipment Maintenance	$528.08
D.	City of Shawnee- Water Monthly Utilities	$400.91
E.	Fuelman Monthly Utilities	$1,514.51
F.	Natural Water Company Bottled Water	$411.31
G.	Demco Printing Office Supplies	$325.00
H.	Automatic Fire Control Equipment Maintenance	$366.12
I.	Bill Veazey's Equipment Rental	$1,309.50
J.	Chuck Jones Grounds Maintenance	$850.00
K.	County Wide News Advertising	$700.00
L.	NAPA Equipment Maintenance	$6.48
M.	Freds Tire & Battery Equipment Maintenance	$15.00
N.	Cintas Uniforms	$168.10
O.	Hunzicker Brothers Vehicle Maintenance	$136.98
P.	Pitney Bowes Office Expense	$19.36
Q.	Personal Plumbing Building Maintenance	$439.40
R.	Clemence Tire Equipment Maintenance	$65.90
S.	AT&T Monthly Utility	$1,410.07

General Account Add On's Cont.

T.	Oklahoma Tax Commission Money Due	$2,344.25
U.	City of Shawnee- Surcharge RV Surcharge	$1,945.00
V.	Back 40 Web Hosting	$50.00
W.	John Deere Financial Equipment Maintenance	$827.51
X.	Arvest Monthly Payment	$502.69
Y.	Preferred Material Handling Equipment	$349.49
Z.	Express Professionals Temp Services	$820.80
AA.	Shawnee Municipal Authority May Payment	$6,512.10

AGENDA ITEM NO. 8 APPROVAL OF SPECIAL EVENT CLAIMS

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

AYE: GILBERT ,LOWE, PACKWOOD, WORTHAM, MCDOUGAL, KOZEL
NAY: NONE
ABSTAIN:

Special Events

A.	Bankers Credit Card Monthly Bills	$1,624.58
B.	Hoofbeat Express IFYR 2012	$250.00
C.	Extreme Team News IFYR 2012	$150.00
D.	Super Looper Magazine IFYR 2012	$1,150.00

Special Account Add On's

A.	PenPoint IFYR 2012	$357.00
B.	The Arizona Jackpot IFYR 2012	$535.50

C.	Cowboy Times IFYR 2012	$600.00
D.	Cowboy Sports News IFYR 2012	$405.00
E.	Loops Magazine IFYR 2012	$467.50
F.	Gist Silversmiths IFYR 2012	$1,133.75
G.	Michael McCormick IFYR 2012	$300.00

AGENDA ITEM NO. 9 — APPROVAL OF SHAVINGS CLAIMS

NONE

AGENDA ITEM NO 10

DISCUSSION AND CONSIDERATION OF CAPITAL IMPROVEMENT PROJECTS

AGENDA ITEM NO.11	IFYR UP-DATE
AGENDA ITEM NO. 12	COMMITTEE REPORTS
AGENDA ITEM NO. 13	ADMINISTRATIVE REPORTS
AGENDA ITEM NO. 14	OLD BUSINESS
AGENDA ITEM NO. 15	NEW BUSINESS
AGENDA ITEM NO. 16	PUBLIC & TRUSTEE COMMENTS

AGENDA ITEM NO. 17 — ADJOURNMENT

THE MOTION MADE BY TRUSTEE WORTHAM, SECONDED BY TRUSTEE LOWE TO A.DJOURN MEETING. MOTION CARRIED.

AYE: GILBERT, LOWE, PACKWOOD, WORTHAM, MCDOUGAL, KOZEL
NAY: NONE
ABSTAIN: NONE

CHAIRMAN: MR. KARL KOZEL

SECRETARY: MR. BRIAN MCDOUGAL

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
MAY 17, 2012
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR MEETING THURSDAY, MAY 17, 2012 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 05/11/2012 AT 4:10PM.

AGENDA ITEM NO.1 — CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:35 PM BY MR. KARL KOZEL, CHAIRMAN.

AGENDA ITEM NO.2 — ROLL CALL.

TRUSTEES PRESENT: MR. KARL KOZEL
MR. LANCE WORTHAM
MR. BRIAN MCDOUGAL
MR. CARL PACKWOOD
MR. RANDY GILBERT
MR. JIM LOWE

TRUSTEES ABSENT: MR. CASEY BELL

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

AGENDA ITEM NO.3 — DECLARATION OF A QUORUM

CHAIRMAN MR. KARL KOZEL, DECLARED A QUORUM.

AGENDA ITEM NO.4 — APPROVAL OF MINUTES OF REGULAR MEETING OF APRIL 2012.

THE MOTION MADE BY TRUSTEE LOWE, SECONDED BY TRUSTEE WORTHAM, THAT THE MINUTES OF THE REGULAR MEETING OF APRIL 2012 ARE APPROVED. MOTION CARRIED.

AYE: GILBERT, LOWE, PACKWOOD, WORTHAM, MCDOUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO. 6 — APPROVAL OF MONTHLY FINANCIALS

THE MOTION MADE BY TRUSTEE GILBERT, SECONDED BY TRUSTEE MCDOUGAL THAT THE MINUTES OF THE MONTHLY FINANCIALS OF APRIL 2012 ARE APPROVED. MOTION CARRIED.

AYE: GILBERT, LOWE, PACKWOOD, WORTHAM, MCDOUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.7 — APPROVAL OF GENERAL CLAIMS

THE MOTION MADE BY TRUSTEE LOWE, SECONDED BY TRUSTEE PACKWOOD THAT THE GENERAL CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, LOWE, PACKWOOD, WORTHAM, MCDOUGAL, KOZEL
NAY: NONE
ABSTAIN:

GENERAL CLAIMS

A. BANKER CREDIT CARD Monthly Bills	$1,520.98
B. Vision Bank Payments	$1,031.02
C. Arvest Bank Payment	$502.69
D. OG&E Monthly Utilities	$8,469.83
E. INS Computer Maintenance	$665.00
F. Yort's Equipment Maintenance	$47.00
G. Personal Plumbing Building Maintenance	$148.00
H. ONG Monthly Utilities	$575.37
I. Staples Supplies	$312.93
J. Bankers Credit Card Monthly Bills	$252.87
K. Constellation Energy Monthly Utilities	$538.56
L. Express Services Temp Labor	$1790.10
M. Stuart & Clover Legal Fees	$150.25
N. Hunzicker Brothers Equipment Maintenance	$138.47
O. Locke Supply Grounds Maintenance	$964.93
P. Yorts Alternator Service Equipment Maintenance	$93.00
Q. AT&T Mobility Monthly Utilities	$47.14

ADD ON'S

GENERAL ACCOUNT:

A.	Stuart, Clover, Duran, Vondran & Thomas Legal Fees	$125.00
B.	Shawnee Office Systems Equipment Maintenance	$89.78
C.	Sparks Heat & Air Equipment Maintenance	$528.08
D.	City of Shawnee- Water Monthly Utilities	$400.91
E.	Fuelman Monthly Utilities	$1,514.51
F.	Natural Water Company Bottled Water	$411.31
G.	Demco Printing Office Supplies	$325.00
H.	Automatic Fire Control Equipment Maintenance	$366.12
I.	Bill Veazey's Equipment Rental	$1,309.50
J.	Chuck Jones Grounds Maintenance	$850.00
K.	County Wide News Advertising	$700.00
L.	NAPA Equipment Maintenance	$6.48
M.	Freds Tire & Battery Equipment Maintenance	$15.00
N.	Cintas Uniforms	$168.10
O.	Hunzicker Brothers Vehicle Maintenance	$136.98
P.	Pitney Bowes Office Expense	$19.36
Q.	Personal Plumbing Building Maintenance	$439.40
R.	Clemence Tire Equipment Maintenance	$65.90
S.	AT&T Monthly Utility	$1,410.07

General Account Add On's Cont.

T.	Oklahoma Tax Commission Money Due	$2,344.25
U.	City of Shawnee- Surcharge RV Surcharge	$1,945.00
V.	Back 40 Web Hosting	$50.00
W.	John Deere Financial Equipment Maintenance	$827.51
X.	Arvest Monthly Payment	$502.69
Y.	Preferred Material Handling Equipment	$349.49
Z.	Express Professionals Temp Services	$820.80
AA.	Shawnee Municipal Authority May Payment	$6,512.10

AGENDA ITEM NO. 8 APPROVAL OF SPECIAL EVENT CLAIMS

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

AYE: GILBERT ,LOWE, PACKWOOD, WORTHAM, MCDOUGAL, KOZEL
NAY: NONE
ABSTAIN:

Special Events

A.	Bankers Credit Card Monthly Bills	$1,624.58
B.	Hoofbeat Express IFYR 2012	$250.00
C.	Extreme Team News IFYR 2012	$150.00
D.	Super Looper Magazine IFYR 2012	$1,150.00

Special Account Add On's

A.	PenPoint IFYR 2012	$357.00
B.	The Arizona Jackpot IFYR 2012	$535.50

C.	Cowboy Times IFYR 2012	$600.00
D.	Cowboy Sports News IFYR 2012	$405.00
E.	Loops Magazine IFYR 2012	$467.50
F.	Gist Silversmiths IFYR 2012	$1,133.75
G.	Michael McCormick IFYR 2012	$300.00

AGENDA ITEM NO. 9 — APPROVAL OF SHAVINGS CLAIMS

NONE

AGENDA ITEM NO 10

DISCUSSION AND CONSIDERATION OF CAPITAL IMPROVEMENT PROJECTS

AGENDA ITEM NO.11	IFYR UP-DATE
AGENDA ITEM NO. 12	COMMITTEE REPORTS
AGENDA ITEM NO. 13	ADMINISTRATIVE REPORTS
AGENDA ITEM NO. 14	OLD BUSINESS
AGENDA ITEM NO. 15	NEW BUSINESS
AGENDA ITEM NO. 16	PUBLIC & TRUSTEE COMMENTS

AGENDA ITEM NO. 17 — ADJOURNMENT

THE MOTION MADE BY TRUSTEE WORTHAM, SECONDED BY TRUSTEE LOWE TO A.DJOURN MEETING. MOTION CARRIED.

AYE: GILBERT, LOWE, PACKWOOD, WORTHAM, MCDOUGAL, KOZEL
NAY: NONE
ABSTAIN: NONE

Karl D Kozel

CHAIRMAN: MR. KARL KOZEL

SECRETARY: MR. BRIAN MCDOUGAL

Agenda
Shawnee Civic & Cultural Development Authority
February 17, 2011
12:30 PM
Heart of Oklahoma Exposition Center

1. Call to Order.
2. Roll Call.
3. Declaration of a Quorum.
4. Approval of minutes of Regular Meeting of January 20, 2010.
5. Action to accept the recommendation of the Pott County Commissionaires to re-appoint Mr. Randy Gilbert as trustee on the SC&CDA term to expire 2014 or until successor has been duly appointed.
6. Review and Acknowledgment of Monthly Activity Report.
7. Approval of the Revised financial Report for December 2010.
8. Approval of Monthly Financial Report (January Report).
9. Approval of Claims: General Account.
10. Approval of Claims: Expo Center Special Events.
11. Approval of Claims: Shavings Account.
12. Discussion Consideration and Possible Action to award various construction projects for remodel of Fred Humphrey Pavilion restrooms and lobby area.
13. IFYR
    a. Discussion Consideration and Possible Action to select a soft goods vendor for IFYR 2011.
    b. Discussion Consideration and Possible on appointing a Media Director for IFYR 2011.
14. Committee Reports.
15. Administrative Reports.
16. Old Business.
17. New Business.
18. Public & Trustee Comments.
19. Adjournment.

A Meeting of the Shawnee
Civic and Cultural Development Authority
February 17, 2011
12:30 P.M.
Heart of Oklahoma Exposition Center

The Trustees of the Shawnee Civic and Cultural Development Authority met for their regular meeting Thursday, February 17, 2011 at 12:30 PM at Heart of Oklahoma Exposition Center, pursuant to notice duly posted as prescribed by law. Notice was filed at City Hall on 02/11/2011 at 3:36 PM.

AGENDA ITEM NO.1 — Call to Order.

The meeting was called to order at 12:35 PM by Mr. Karl Kozel, Chairman.

AGENDA ITEM NO.2 — Roll Call.

TRUSTEES PRESENT:
Mr. Karl Kozel
Mr. Casey Bell
Mr. Jim Lowe
Mr. Carl Packwood

TRUSTEES ABSENT:
Mr. Randy Gilbert
Mr. Lance Wortham
Mr. Brian McDougal

Also in attendance: Michael Jackson, Operations Manager; Stephanie Meiler, Administrative Assistant, Mike Clover, Stuart & Clover, Shelly Welch of Finley and Cook, Kinlee Farris of the Shawnee CVB and Chris Dunlap, Expo Superintendent.

AGENDA ITEM NO.3 — Declaration of a Quorum

Chairman Mr. Karl Kozel, Declared a Quorum.

AGENDA ITEM NO.4 — Approval of minutes of Regular Meeting of January 2011

The motion made by Trustee Lowe, seconded by Trustee Bell that the minutes of the regular meeting of January 2011 are approved. Motion carried.

AYE: Bell, Lowe, Packwood, Kozel
NAY: None
ABSTAIN:

AGENDA ITEM NO. 5 — Action to accept re appointment of Mr. Randy Gilbert to the SC&CDA Board by the Pott. Co Commissioners.

The motion made by Trustee Lowe, seconded by Trustee Bell to accept the re-appointment of Trustee Gilbert by the Pott County Commissioners. Motion carried.

AYE: Bell, Lowe, Packwood, Kozel
NAY:
ABSTAIN:

AGENDA ITEM NO. 6 — Review and Acknowledgment of Monthly Activity Report.

AGENDA ITEM NO. 7

Approval of the revised financial report for December 2010.

The motion made by Trustee Bell, seconded by Trustee Packwood to approve the revised financial report. Motion carried.

AYE: Bell, Lowe, Packwood, Kozel
NAY: None
ABSTAIN:

AGENDA ITEM NO 8

Approval of January Financial Report.

The motion made by Trustee Bell, seconded by Trustee Packwood to approve the January Financial Report. Motion carried.

AYE: Bell, Lowe, Packwood, Kozel
NAY: None
ABSTAIN:

AGENDA ITEM NO.9

Approval of Claims: General Account

A.	OG&E Monthly Utilities	$ 5,513.05
B.	INS Equipment Maintenance	$ 650.00
C.	Oklahoma Natural Gas Monthly Utilities	$ 2,200.84
D.	AT&T Mobility Monthly Utilities	$ 47.20
E.	Sparks Heat and Air Equipment Maintenance	$ 1,365.07
F.	Arvest Bank Vehicle Payment	$ 502.69
G.	AIRGAS Mid South Supplies	$ 64.17
H.	Fastenal Equipment Maintenance	$ 101.31
I.	Automatic Fire Control Equipment Maintenance	$ 1,125.00
J.	Pott Co Jr Livestock Show Agri-Business Luncheon	$ 7.00
K.	Back 40 Designs Web Hosting	$ 60.00
L.	Vision Bank Equipment Purchase	$ 576.98

M.	Shawnee Office Systems Equipment Maintenance	$ 148.16
N.	Finley and Cook Accounting Services	$ 760.00
O.	A-1 Rooter Bldg & Grnds Maintenance	$ 90.00
P.	Best Companies Inc Bldg Maintenance	$ 904.00
Q.	Bankers Credit Card Services Monthly Payment	$ 45.00
R.	Bankers Credit Card Services Monthly Payment	$ 468.31
S.	Music Unlimited Equipment Supplies	$ 20.56
T.	Natural Water Company Product	$ 228.12
U.	City of Shawnee Surcharge Report	$ 173.0
V.	Fuelman Monthly Utilities	$ 1,739.40
W.	Express Services Inc Temp Labor	$ 410.40
X.	Chuck Jones Grounds Maintenance	$ 2,100.00
Y.	City of Shawnee Monthly Utilities	$ 246.14
Z.	Sparks Heat and Air Equipment Maintenance	$ 375.51
AA.	Oklahoma Tax Commission Taxes Due	$ 978.75
BB.	Cox Systems Technology Equipment Maintenance	$ 1,002.62
CC.	AT&T Monthly Utilities	$ 1,049.37
DD.	NAPA Equipment Maintenance	$ 480.33
E.	OneOK Monthly Utilities	$ 11,363.52

FF. Grimsley's Supplies $ 596.50

GG. Arvest Bank Vehicle Payment $ 502.69

ADD-ON'S

GENERAL ACCOUNT:

A. Whites Ace Building Center Supplies $ 74.95

The motion made by Trustee Lowe, seconded by Trustee Packwood to approve the Claims on the General Account. Motion carried.

AYE: Bell, Lowe, Packwood, Kozel
NAY: None
ABSTAIN:

AGENDA ITEM NO.10 Approval of Claims: Special Account

A. Bankers Credit Card Services IFR 2011 $2,020.16

The motion made by Trustee Packwood, seconded by Trustee Lowe to approve the Claims on the Special Account. Motion carried.

AYE: Bell, Lowe, Packwood, Kozel
NAY: None
ABSTAIN:

AGENDA ITEM NO.11 Approval of Claims: Shavings Account

None

AGENDA ITEM NO. 12 Discussion Consideration and Possible Action to award construction bids for Fred Humphrey Pavilion.

The motion made by Trustee Lowe, seconded by Trustee Packwood to approve construction bids for Fred Humphrey Pavilion. Motion carried

AYE: Bell, Lowe, Packwood, Kozel
NAY:
ABSTAIN:

AGENDA ITEM NO. 13

Discussion Consideration and Possible Action to appoint a media director for IFYR 2011.

The motion made by Trustee Lowe, and seconded by Trustee Packwood to approve Mike McKormick as media director for IFYR 2011 w/ adjustments made to the contract according to Mike Clovers approval. Motion carried.

AYE: Bell, Lowe, Packwood, Kozel
NAY:
ABSTAIN:

AGENDA ITEM NO. 16

Old Business

None

AGENDA ITEM NO. 17

New Business

None

AGENDA ITEM NO. 19

Adjournment

The motion made by Trustee Lowe, seconded by Trustee Packwood to adjourn the meeting. Motion Carried

AYE: Lowe, Packwood, Kozel
NAY:
ABSTAIN:

CHAIRMAN: Mr. Karl Kozel

SECRETARY: Mr. Brian McDougal

IFYR MEDIA DIRECTOR MIKE MCCORMICK WRITES THE ARTICLES PERTAINING TO THE INTERNATIONAL FINALS YOUTH RODEO KEEPING SHAWNEE AND THIS RODEO IN FRONT OF PEOPLE EYES YEAR ROUND. MR. MCCORMICK THEN SENDS THE ARTICLES TO US HERE AT THE EXPO/IFYR FOR APPROVAL. WE THEN SEND THEM OUT TO THE VARIOUS RODEO PUBLICATIONS LISTED BELOW:

1. COWBOY TIMES MAGAZINE	CANYON, TX
2. LOOPS MAGAZINE	ALBUQUERQUE, NM
3. BARREL HORSE NEWS	FT WORTH, TX
4. RODEO NEWS	LA PORTE, CO
5. ALL AROUND	ALBUQUERQUE, NM
6. COWBOY SPORTS NEWS	SEALY, TX
7. HOOF BEAT EXPRESS	BENTON, LA
8. EXTREME TEAM NEWS	KINGSLAND, GA
9. SUPER LOOP MAGAZINE	ALBUQUERQUE, NM
10. PEN POINT	ALBUQUERQUE, NM
11. ARIZONA JACKPOT	CASA GRANDE, AZ
12. COMPETITOR NEWS	MILTON-FREEWATER, OR

BOARD OF CITY COMMISSIONERS PROCEEDINGS
APRIL 4, 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, April 4, 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.

Linda Peterson
Mayor

Absent Commissioner Ward 1	Frank Sims Commissioner Ward 2-Vice Mayor
James Harrod Commissioner Ward 3	Billy Collier Commissioner Ward 4
John Winterringer Commissioner Ward 5	Steve Smith Commissioner Ward 6

ABSENT: Stephens

INVOCATION — Fire Chief Jimmy Gibson

FLAG SALUTE

AGENDA ITEM NO. 1: Consider approval of Agenda.

A motion was made by Commissioner Harrod, seconded by Vice Mayor Sims, to approve the Agenda. Motion carried 6-0.

AYE: Harrod, Sims, Peterson, 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

b. Minutes from the March 21, 2011 regular meeting and the March 21, 2011 special called meeting.

c. Acknowledge the following minutes and reports:

- Shawnee Civic and Cultural Development Authority minutes from January 20, 2011 and February 17, 2011
- License Payment Report through February 28, 2011
- Project Payment Report through February 28, 2011

d. Acknowledge refund of contributions from the Defined Contribution plan for Robert Inman

e. Authorize Staff to advertise for bids the City's Rehab Asphalt Streets Maintenance Project.

f. Acknowledge receipt of and authorize staff to approve grant paperwork for a sub-grant of Citizens Corps Grant funds from the Oklahoma Office of Homeland Security in the amount of $4500.

Commissioner Harrod requested that Consent Agenda Item (e) be pulled for separate consideration.

A motion was made by Commissioner Harrod, seconded by Commissioner Winterringer, to approve the Agenda Items a – f, less item e. Motion carried 6-0.

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

Regarding Consent Item (e) Commissioner Harrod questioned whether this item (requesting bids for asphalt streets project) would include patching and asphalting the Expo Center parking lot. City Engineer John Krywicki explained this bid request was to obtain information on quantities, which would then determine how many streets could be repaired. He also supplied a list of streets

that could be included in this project if approved. It was noted that the resurfacing of the Expo Center parking lot was listed in the Capital Improvements Projects list.

A motion was made by Commissioner Harrod, seconded by Vice Mayor Sims, to approve Consent Agenda Item 2(e). Motion carried 6-0.

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

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

There was no Citizens Participation.

AGENDA ITEM NO. 4: Presentation of annual report for the Pioneer Library Systems by Anne Masters, Director.

Ms. Anne Masters of the Pioneer Library System presented the annual report for the Shawnee Library. Ms. Masters distributed packets of information showing increased utilization of the local library. The information also contained financial, marketing and demographic data.

AGENDA ITEM NO. 5: Public hearing and consideration of consider request by Yale Oil Association, Inc. to drill an oil well on property located near 32010 Clearpond Road.

Emergency Management Director Don Lynch provided the staff report regarding this item. Mr. Lynch stated that it is staff's recommendation to deny the application due to the drilling site's proximity to Shawnee Twin Lakes. Several Commissioners also expressed concern with the drilling so close to the city's water supply.

Mr. Jim Stuart, attorney representing Yale Oil Company spoke on their behalf and urged the City Commission to allow the drilling or to table to item until staff and Commissioners' concerns could be addressed at a future meeting.

Candace Robinson of Yale Oil Company explained that safety measures would be taken and stated that the company drills in sensitive areas frequently with no problems.

With no other persons wishing to speak, Mayor Peterson closed the public hearing.

A motion was made by Commissioner Smith, seconded by Commissioner Winterringer, to table this item to a future meeting to allow Yale Oil Company time to provide, in detail, the safety measures that will be used to protect the City's water supply during the drilling process and during any subsequent procedures. Motion carried 6-0.

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

AGENDA ITEM NO. 6: Authorize Staff to sign acknowledgement confirming participation in the planning project to create a Pottawatomie County Hazard Mitigation Plan.

A motion was made by Vice Mayor Sims, seconded by Commissioner Collier, to approve the acknowledgement confirming the City's participation in the planning project to create a Pottawatomie County Hazard Mitigation Plan. Motion carried 6-0.

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

AGENDA ITEM NO. 7: Consider a resolution to declare the fishing dock on Lake No. 2 as surplus property and grant permission for staff to advertise for sealed bids from the public for sale and removal of said dock.

A motion was made by Vice Mayor Sims, seconded by Commissioner Collier, to approve the Resolution to declare the fishing dock on Lake No. 2 as surplus property and grant permission for staff to advertise for sealed bids from the public for sale and removal of said dock.

Resolution No. 6401 was introduced and the title read aloud.

RESOLUTION NO. 6401 ENTITLED: "A RESOLUTION DECLARING THE FISHING DOCK ON SHAWNEE TWIN LAKE NUMBER TWO SURPLUS PROPERTY AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEM; AND AUTHORIZING STAFF TO PROCEED WITH ADVERTISING FOR SEALED BIDS FROM THE PUBLIC FOR SALE AND REMOVAL OF SAID DOCK."

Motion carried 6-0.

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

AGENDA ITEM NO. 8: Consider a resolution requesting bridge inspection responsibility by the local government for compliance with national bridge inspections standards. Bridge inspection contracts for 2011 and 2012.

A motion was made by Commissioner Collier, seconded by Vice Mayor Sims, to approve the Resolution requesting bridge inspection responsibility by the local government for compliance with national bridge inspections standards. Bridge inspection contracts for 2011 and 2012 as amended.

Resolution No. 6402 was introduced and the title read aloud.

RESOLUTION NO. 6402 ENTITLED: "A RESOLUTION REQUESTING BRIDGE INSPECTION RESPONSIBILITY BY THE LOCAL GOVERNMENT FOR COMPLIANCE WITH NATIONAL BRIDGE INSPECTIONS STANDARDS. BRIDGE INSPECTION CONTRACTS FOR 2010 AND 2011."

Motion carried 6-0.

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

AGENDA ITEM NO. 9: Consider Bids:

a. Water Rescue Boat Tandem with Dual Trailer (Fire Department)

BIDDER	AMOUNT
Erik Johnson Kingwood, TX	$37,800.00
Rescue One Corp. Huntsville, AL	$40,240.00

Fire Chief Jimmy Gibson 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 Winterringer, seconded by Commissioner Collier, to defer the bid award to the April 18, 2011 City Commission meeting. Motion carried 6-0.

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

b. Mall Drive Turn Lanes Project COS-PW-10-04

BIDDER	AMOUNT
Nash Construction Co. Oklahoma City, OK	$253,504.50
C-P Integrated Services, Inc. Oklahoma City, OK	$326,763.18
Rudy Construction Co. Oklahoma City, OK	$258,124.75
All Roads Paving, Inc. Oklahoma City, OK	$248,444.01

Shell Construction Co. Oklahoma City, OK	$256,626.00
Arbor Transport & Const. Inc. Norman, OK	$359,861.27
SAC Services Inc. Oklahoma City, OK	$360,666.65
Engineer's estimate:	$180,000.00+

City Engineer John Krywicki read the bids into the record and requested that the bid award be deferred to the next meeting to allow staff time to review. Mr. Krywicki also noted that the bids came in substantially higher than the engineer's estimate, but that the scope of the project has been increased since the original estimate was provided.

A motion was made by Commissioner Winterringer, seconded by Commissioner Collier, to defer bid awards to the next City Commission meeting. Motion carried 6-0

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

AGENDA ITEM NO. 10: 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. 11: Administrative Reports

City Clerk Phyllis Loftis discussed the Agenda Quick automated agenda that was being debuted at this meeting. It is the intention of city staff to provide an electronic version of the agenda, with no accompanying hard copy beginning at the May 2, 2011.

Deputy Utility Director Randy Brock reported on the Automated Meter Reading project. He announced that staff was working with CDM to help write

bids and specifications and to bid this out as a turnkey project. He told the Commission that he would be coming back with additional reports on this project in the future.

Interim Director of Operations James Bryce reported that the City is preparing for a city-wide auction of surplus city equipment. He stated that the equipment that had been fixtures to the Al & James building would be auctioned, as well as property and equipment no longer needed for city purposes. He is contacting auctioneers and will report back when a date for the auction has been determined.

AGENDA ITEM NO. 12: Commissioners Comments

Commissioner Smith reported that he is working with Marilyn Bradford and the Shawnee Public School system to raise awareness of recycling issues through education. He announced that they anticipate having a poster contest within the school system that would coincide with Earth Day. City Commissioners would judge the posters and they would be displayed in City buildings.

AGENDA ITEM NO. 13: Adjournment

There being no further business to be considered, a motion was made by Vice Mayor Sims, seconded by Commissioner Winterringer, that the meeting be adjourned. Motion carried 6-0. (7:41 p.m.)

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

(SEAL) THE CITY OF SHAWNEE SEAL OKLAHOMA

ATTEST:

PHYLLIS LOFTIS,
CITY CLERK

LINDA PETERSON, MAYOR

Mike McCormick
Direct Phone: (405) 650-8034
Email: michael.mccormick@news-star.com

PROPOSAL FOR MICHAEL JACKSON

OBJECTIVE: To promote the International Finals Youth Rodeo, its contestants and personnel to help ensure its success and receives better media coverage throughout the year.

SCOPE OF SERVICES PROPOSED:

• To provide articles each month related to the International Finals Youth Rodeo. The number will vary, and will be decided on at the direction of Michael Jackson, the coordinator of the IFYR as discussed with me.

• To coordinate with Mr. Jackson and the Expo to accommodate their schedule for sending the articles out on a timely basis. If there are specific markets and publications these articles are to be distributed to, I will send the articles to Mr. Jackson or Expo Staff as directed and they will send them.

• To coordinate and work closely with the Convention and Visitors Bureau in Shawnee, to help ascertain contacts in the media and various publications.

• To draw on my expertise and relationships with newspapers and other media personnel in Oklahoma to help expand and promote the coverage of the IFYR across the state.

• To provide articles leading up to the IFYR. These articles will be sent to the Expo staff so they can be sent out electronically or however they decide best they want to distribute those.

• To ensure that articles pertaining to the IFYR, both before and after the event, also appear in The Shawnee News-Star as applicable.

• To write a letter prior to the IFYR to all media specifically advising them of when the IFYR is, inviting them to provide coverage, and informing them how to acquire Media Credentials.

• This Scope of Services does not and will not include coverage of the IFYR itself during the event, beginning from the time contestants are to start arriving through the time they depart after it concludes. It does cover that period including several days after the event is over.

• If agreed to, I will be paid a monthly fee of $300 for these services.

• This agreement will become effective March 1, 2011, and remain in force until either or both parties decide to terminate it, provided 30 days notice is given by either party.

Mike McCormick

By Mike McCormick
IFYR Media Director

When 15-year-old Makayla Boisjoli comes to Shawnee in July to compete in this year's International Finals Youth Rodeo, it will be here first trip not only to this city, but her initial time to step foot in Oklahoma.

Boisjoli, from Alberta, Canada, is the first Canadian to pre-enter the 20th IFYR scheduled at the Heart of Oklahoma Exposition Center July 8-13.

She is completing her freshman year of high school, and says she will compete in three events at the IFYR, barrel racing, pole bending and breakaway roping.

"My best event has been the breakaway roping," she said, adding "I'm the season leader right now in the Alberta High School Rodeo Association." She hopes to qualify for the National High School Rodeo Finals which will be held in Rock Springs, Wyo., the week immediately following the IFYR. "I have a very good chance of qualifying for the NHSFR," she noted.

She said she learned of the IFYR through a friend, Wesley Sims, from Happy, Texas. She said Sims, who is a year ahead of her in high school, competed at last year's IFYR. "He told me how fun it was," she added.

Boisjoli continued "I've never been to Oklahoma and that's why I am so excited to see it and what it's all about."

Her two sisters, Shelby and Marissa, hopefully will qualify for the Junior High National Finals in Gallup, N.M. which will conclude a full week ahead of the IFYR. She said she competed at the Junior National Finals the past two years.

Boisjoli and her family then plan to spend a week in the state they've never traveled to previously, touring some of the sites before coming onto Shawnee to compete here.

"I'm pretty excited to come down there," she remarked. She said Sims, who is completing his sophomore year, also plans to compete at the IFYR again this year.

Her mother Sherry echoed her daughter's excitement. Sherry said Makayla learned from her friend in Texas "how cool the IFYR was, what a great deal it was and how he enjoyed it. She came and asked us about it and we said yes and decided to do it."

Sherry commented that Makayla is anxious to compete against the girls in the states. "Hopefully she can do well and next year bring friends with her," Sherry said.

Mike Jackson, operations manager at the Expo Center and IFYR coordinator, said contestant pre-entries totaled 576 with event entries standing at 1,068 as of April 27. Pre-entries opened on April 1 at *www.IFYR.com.*

Contestants wishing to enter this year's IFYR should go to that Web Site to pre-enter.

The total purse of the IFYR, considered the richest youth rodeo in the world, consists of more than $200,000 in prize money, along with awards for the champions.

Mom says daughter's progress encouraging

By Mike McCormick
IFYR Media Director

A North Carolina mother said she feels really good about the progress her 18-year-old daughter is making after she suffered paralyzing injuries at last summer's International Finals Youth Rodeo.

Geri Blanton, during a phone interview, said after listening to the doctors in Oklahoma City last July "I just wanted to prepare for the worst I guess."

But within three days of when her daughter Kelly arrived at the Shepherd Center in Atlanta, Ga., they had her in a wheelchair. "We left Oklahoma City on a Friday (Kelly was transferred by air) and on Monday she was in a wheelchair. By Friday of that same week, she was wheeled down to a Sushi bar," Geri Blanton said.

Geri explained that while Kelly now has feeling over her entire body, and she has made what her mother describes as "great progress," most everything she does Kelly must have some assistance.

She said the Oklahoma City doctors told her the only thing Kelly had going for her was her youth. But the doctors at Shepherd were much more optimistic from when Kelly arrived. "They said she was in good health, she had no history of surgeries," and they explained the motor and sensory skills are on two different tracts.

Geri Blanton said the doctors advised that spinal cord injuries are all different. Kelly is on what her mom says is the "A" team at Shepherd. The A team consists of the most experienced therapists, Geri explained, "and they will do anything Kelly is willing to have them try."

Kelly was the oldest in her group, Geri said. Her daughter celebrated her 18th birthday while in Shepherd.

On Aug. 12, a month after the accident, Kelly moved her middle finger on her right hand, her mother said. On Sept. 19, a little over two months from suffering the injuries, doctors performed surgery on her diaphragm, Geri said. "That same day she moved her toes on her right foot."

Geri related that Kelly's spinal cord was mashed, so her daughter suffered multiple fractures of her spinal cord which had to heal. "But they didn't have to be pinned," she added.

Geri attributes the action of Morgan Patton, another contestant from Dalton, Ga., with probably saving Kelly's life. Kelly and Morgan didn't know one another before that day, but are best friends now. Morgan and Geri's daugher-in-law, also named Morgan, have logged considereable time assisting Kelly and her mom.

But Morgan Patton's training as an intern for two years at a hospital emergency room in her hometown provided her with the skills. Geri said because Kelly was having trouble breathing, she wanted water which she said is natural. But Morgan knew not to give her any, and continued to hold up her head until paramedics arrived, then was able to assist them too.

Geri said she can't thank enough the people in Oklahoma, especially those in Shawnee, who have continued to send cards, notes, even small donations since Kelly's injuries. And, she said, Sonic even sent her a gift card.

This has 2 photos of Kelly Blanton to run with it...**Mike**

IFYR contestant continues recovery in Atlanta

By Mike McCormick
IFYR Media Director

A young woman from North Carolina who was a contestant in last summer's International Finals Youth Rodeo and was critically injured and paralyzed from the neck down in a practice arena accident, now has feeling over most of her body.

Kelley Blanton, of Taylorsville, who turned 18 two months after her injury, has spent all but about six weeks of the last six months in the Shepherd Center in Atlanta, Ga., since being transferred there last July from Oklahoma City.

And she and a young Georgia woman from Dalton, who never knew Kelly before that day in the practice arena, and whose actions are credited with helping save her life, have become best friends.

Morgan Patton, who was in the practice arena that afternoon last July, had just made a practice run for breakaway roping. After she got off of her horse, she saw Kelly toppling head first off her horse and rushed to her side. "I met her lying on the ground," said Morgan, who also is 18, and will turn 19 on March 1.

From the Shepherd Center in Atlanta, Kelly, during a phone interview said "I'm good" when asked how she was feeling and about her recovery. Kelly was only 17 at the time of the accident, having graduated last May from high school before making her first trip to Shawnee to compete in the IFYR.

It was also Morgan's first trip to the IFYR and both were set to compete the same night in the same event.

Since being in the Shepherd Center, she has turned 18.

"I go to physical therapy for my legs and trunk. I also go to speech therapy three times a week to help with my speech and I walk on the treadmill (with assistance) four times a week," she said. Kelly noted she also goes to occupational therapy which helps with her arms.

Kelly added "I have feeling all over my body now," she said, substantial improvement since arriving at the Shepherd Center.

Morgan's home in Dalton is only about an hour away from the Shepherd Center. Kelly's home in Taylorsville is around 250 miles. Morgan started staying at the hospital with Kelly so Kelly's mom, a postal supervisor in Hickory, N.C., can go home and be able to work.

Kelly's mom Geri Blanton and Morgan both say Kelly has made tremendous progress.

Morgan will begin attending a Community College on Monday in her hometown in Dalton, but stated "I will still help and be with Kelly four days a week." Morgan plans to major in nursing, hoping to fulfill her aspirations of becoming a registered nurse.

Morgan attributes her interning two years while in high school at a hospital emergency room in Dalton with providing her the skills to assist Kelly that day in the practice arena. "When I got to her she was conscious, but couldn't breathe," Morgan recalled. "My mom called the ambulance and I held her head up. She was having trouble breathing and she had no feeling from the neck down."

Morgan said she helped the paramedics in the arena get her to the ambulance which took her

to the helicopter which had landed on the Expo Center grounds. That began a friendship between the two, and both reiterated they are best friends today, adding "and we will be for a long time."

Geri Blanton said her daughter was airlifted to the Oklahoma City hospital, and while there Morgan and her mom visited, brought her snacks and anything she needed and let her know they would see her in Atlanta.

Kelly says "we stay here all the time in Atlanta." She did get to go home Nov. 10, spending Christmas there. "It was good," she said of getting to be home for Christmas. "But we had to return the day after, and my stay here is until at least later this month," she continued.

Morgan stays at the hospital when Kelly's mom is back in Taylorsville. Morgan said of Kelly's recovery "she has made tremendous progress "from no feeling to some feeling over most all of her body."

She describes Kelly's attitude as "being great. She has her ups and downs of course. But she works hard each day."

Kelly said "I want to thank everyone, especially all the people who helped me in Oklahoma."

By Mike McCormick

Pre-entries for the world's richest youth rodeo open April 1 on the website of the International Finals Youth Rodeo, and the Shawnee business community already has been advised more contestants are expected to compete this year.

Contestants planning to complete in this year's IFYR should go to www.IFYR.com to enter. The total purse consists of more than $200,000 in prize money, along with awards for the champions.

This year's IFYR is scheduled for July 10-15 at the Heart of Oklahoma Exposition Center in Shawnee, Okla., with the first performance on Sunday night. It's the first time in the history of the IFYR the opening performance will be on a Sunday evening, and the concluding short go will be held for the first time ever on Friday night.

Check-in for this year's IFYR will begin at 8 a.m. on Friday, July 8, and run continuously through noon, Sunday July 10. Mike Jackson, operations director of the Expo Center in Shawnee, is also the rodeo coordinator.

He said that noon July 10 is the deadline for check-in since the first performance will be that night beginning at 8 p.m.

Monday through Friday there will be two performances daily beginning at 9 a.m. and 7:30 p.m.

Lauren Underwood, from Shawnee, is one of the six youth directors for this year's IFYR. Recently she joined the five other youth directors who gathered in Oklahoma City in January to attend the IFR. "We got to tour the Express Ranches, and also the Western Heritage Museum.

"We also got to work one of the performances at the IFR near the arena floor," she said with excitement.

She and the other youth directors met several times to work out details for this year's IFYR.

Underwood, on the new format, said "starting on Sunday night and ending on Friday night will be easier for those headed on to the Nationals in Gillette, Wyo."

The rodeo once again consists of 10 events, including bareback riding, saddle bronc riding, girl's breakaway roping, goat tying, pole bending, steer wrestling, team roping, tie down calf roping, barrel racing and bull riding.

In the first few years of the IFYR, when there were 13 performances the rodeo began on Monday and didn't finish until Sunday afternoon.

Gordona Rowell is executive director of Shawnee's Convention and Visitors Bureau. She already has put a call out to the local and area business people interested in enticing the contestants, their parents and the others they bring with them into their place of business.

"We are expecting an increase in contestants this year," she said. "We are packing 1,100 bags and accepting coupons, flyers and promotional products from area businesses to include in those bags. Businesses should provide 1,100 of whatever item(s) they would like to included," she has told them.

By Mike McCormick

Opening of Shawnee's International Finals Youth Rodeo is less than two months away, and contestant pre-entries continue to run ahead of a year ago. This year's IFYR is scheduled for July 10-15 at the Heart of Oklahoma Exposition Center in Shawnee, Okla.

Tickets also are available for purchase already.

For the majority of IFYR volunteers, there also is a major change. Official check-in begins on Friday, July 8, this year, since the first performance will be on Sunday night.

Mike Jackson, operations manager of the Expo and coordinator of the rodeo, said that means all committees will be in full swing beginning Friday morning, rather than Saturday this year.

For the past several years, contestants could begin checking in horses and setting up their RVs on Friday, but check-in, with the official rodeo secretary, didn't begin until Saturday morning.

That's because the first performance was not until Monday morning at 9 a.m. and the final performance and round was held sometime on Saturday.

All that is changing this year.

Jackson has emphasized that contestants must have arrived and checked in by noon on Sunday. Opening performance is at 8 that evening. This year's 19th annual IFYR will conclude on Friday night with the 11th and final performance starting at 7:30 p.m.

In addition to Sunday night's opening action, performances will be held at 9 a.m. and 7:30 p.m. Monday through Friday.

Jackson has explained the change this year is to accommodate those contestants who are going on to Gillette, Wyo. to compete in the National High School Finals Rodeo. By finishing up Friday night, that will provide them additional travel time, with them having to be in Gillette by Sunday morning.

Jackson attributes the change to one of the main factors that pre-entries continue to run ahead of last year at this time. "I really think it is because of the change that we made, starting on Sunday and the finals being on Friday night, which makes it easier to get to National High School Finals Rodeo. I have had a few e-mails from parents thanking the IFYR committee for the change," he said recently.

Last year's final performance and round was moved to begin for the first time ever at 10 a.m. on Saturday. No other finals had been started until at least 2 p.m. on the final Saturday.

The total number of contestants who have pre-entered as of Friday, May 13, for this year's IFYR stood at 866 from 28 different states consisting of 1,516 total entries.

That compares favorably with a year ago at this time when there were 822 pre-entered, from 24 states consisting of 1,432 entries.

Jackson said also that 329 horse stalls have been reserved, camping spaces needed so far total 264, and both of those reflect contestants who already have their official entries turned in.

According to the IFYR web site, for ticket information contact, Premiere Tickets. Phone: 405/447-3623 ask for Rory or by email gopremieretickets.com.

For general information on the IFYR, please call (405) 275-7020.

By Mike McCormick

For a Shawnee High School student, who ran into some tough luck a year ago, this year's International Finals Youth Rodeo can't come soon enough.

Sierra Beauford is anxiously awaiting the IFYR. About to finish her sophomore year, this will be her second time to compete in the world's richest youth rodeo. The daughter of Matt and Carla Beauford, the only event she will compete in will be the barrel racing.

Beauford is no stranger to the IFYR. Even before she was old enough to compete in it for the first time last year, she had carried one of the flags during the grand entry ceremonies in each performance for the past three or four years, she said. But competing last year was something she had looked forward to for a long time.

"Getting to compete made me feel more welcome," she stated.

But last year didn't turn out quite like she had hoped. Her horse, whose name is Frisco, got hurt in the opening round of the barrel racing. "So I didn't do too well," she added.

Because of the rain prior to the first performance she was up in, the 10-year-old Frisco pulled a shoe and injured his foot, slowing him considerably. She's had the gelding about a year and a half, she said.

He's healed, though, she noted, well enough that last month at the Expo Center in Shawnee she was the youth ID reserve champion in the youth division of the state finals of the National Barrel Horse Association. The youth division consists of competitors 18 and younger.

Even though she really likes the experience of competing, "getting to know the contestants from other states" is what she enjoyed most about it a year ago.

"I've been riding since I was in diapers," she said, pointing to how much she enjoys horses and now the competition.

In preparation for the IFYR, which is less than two months away from starting, Beauford has been riding as much as time allows. "I've been trying to ride two or three times a week, and we have been going most every weekend to a barrel race or rodeo," she said.

She's a member of the Heart of the Oklahoma Rodeo Association (HOYRA) which just completed its season. She competed in about a dozen of those.

Young Beauford said while she's looking forward to competing, the dances and getting to know all of the other people and making friends is what she's looking forward to a much. She's stayed friends with several of those she's met over the years while carrying flags in the grand entry and competing a year ago.

"A couple of those who lived in Florida have graduated," Beauford said. "But there are others who haven't."

Mike Jackson

From: McCormick, Michael <Michael.McCormick@news-star.com>
Sent: Wednesday, June 08, 2011 9:00 PM
To: Mike Jackson
Subject: Jackie Dube Jatzlau Hall of Fame

--
Mike McCormick
Executive Editor
The Shawnee News-Star
215 N. Bell
P.O. Box 1688
Shawnee, OK 74802-1688
405-214-3922 (direct line)
405-273-4200
800-332-2305

By Mike McCormick
This year's inductee into the International Finals Youth Rodeo Hall of Fame holds three All-Around championships, a record that is yet to be broken since she won her final title 13 years ago.
Jackie (Dube) Jatzlau, who came to the IFYR for the first in 1995 as a freshman, will become the fifth inductee into the IFYR Hall of Fame.
She will join the ranks of three other competitors, Mike Outhier, Jet and Cord McCoy, and the late Mark McGee, who served as the "Voice of the IFYR" for 16 years before he was killed by a drunk driver more than two years ago.
Jackie, now 31, who is expecting her first child in September, a boy, also won three individual titles during her four years of competition in Shawnee.
She won the girl's All-Around competition as a freshman in 1995, again the following year in 1996 as a sophomore, and concluded her four years of competition here in 1998 by winning it for a third time.
Jackie also claimed individual event championships in each of those three years as well. She won the pole bending title in 1995, won the breakaway roping in 1996 and the barrel racing in 1998.
She pointed out recently the only girl's event she didn't capture a title in was the goat tying, although she made the short go twice in that in 1995 and again in 1998.
Following her high school career and the IFYR competition and championships, it was off to Texas A&M University in College Station for the Gittings, Texas cowgirl. However, she suffered a really serious injury during her freshman year, when she broke her pelvis during a training accident for barrel racing while riding a colt "who flipped on me."
She said she was winning the barrel racing competition in her region at the time she suffered the injury which sidelined her for six months. "I didn't walk for six months," she said. "That put me out of the College Rodeo Finals," she recalled.
Jackie changed her major and earned a degree in Physical Therapy Assisting, although she said she never has gone into that line of work. She also changed colleges, attending Blinn College located at College Station too.
She graduated from there in 2003, and later that year she qualified and made the National Finals Rodeo in Las Vegas, Nevada. She still rodeos professionally and has since that time.
Jackie said she paid for her own college through training futurity horses and she got her professional card. She received her professional permit, she said, at the age of 15.
She won $14,547.59 at the IFYR during the three years she captured the All Around titles, winning $3,641.56 in 1995, $5,873.73 in 1996 and $5,032.30 in 1998.
She mentioned she got her feet wet during college. And as soon as she graduated in May of 2003, she took off, continuing to rodeo professionally.
While she couldn't rodeo for six months during her initial year of college, Jackie said she was back riding a horse when she was still on crutches.
She's qualified for the NFR in Las Vegas twice, first in 2003, then again in 2004 in the women's barrel racing. She has trained three horses, she said, that were in the NFR and the horses she trains have won more than a $1 million.

She stopped barrel racing in April of this year because of her pregnancy. She trains futurity horses and she teaches clinics through the United States and Canada on barrel racing in general.

Her fondest memories, though, are of the IFYR. Jackie says she has lots of them.

"My dad was unable to watch me at the IFYR until my senior year. Barrels always have been my speciality and he got to see me win the barrel racing title in 1998 and the All-Around. The All-Around was really close that year," she recalls, adding "I didn't know I had won the All-Around until they announced it as I was getting my barrel racing saddle.

"My dad surprised me by being able to show up for the short go," she vividly remembers, "and that was really special."

Her dad passed away in 2003 after being diagnosed with lung cancer only five months before his death. "He hadn't been sick a day in his life," Jackie stated.

Her mother still resides in Gittings. It was her mom who had hauled her each year to Shawnee for the IFYR. "She helps us with the horses today."

Jackie's sister, Tammy Fischer, is 11 years older than she is, and also rodeos. They made the NFR together in 2003, and Jackie said they are only the second set of sisters to qualify for the NFR in the same year. The other set of sisters to achieve that feat was 40 years before them.

When Jackie is inducted this week into the IFYR Hall of Fame, she will be within two months of having her first child. "I quit riding in April, though I could still ride," she said during a recent interview. "But I will wait until after the baby is born."

She also has stopped training horses until after the baby arrives. "I have two excellent people who are handling the training," she said. "I can still supervise as needed," she continued.

Turning again to the IFYR, Jackie said it was the level of competition which drew her to the rodeo, now in its 19th consecutive year in Shawnee. And, she pointed out she made lots friends during her years competing at the IFYR. She still continues to have contact with many today.

She called wanting to compete in the IFYR "a no brainer. The level of competition, a great family rodeo, great prize money, and lots of the champions have gone on to the NFR which is the Super Bowl of rodeo."

Jackie and her husband Lane went to high school together, but never dated, and were just friends. She said they got together once she returned to Gittings after all her rodeo travels. He also returned there about the same time. Gittings is located between Austin and Houston.

Lane builds custom homes, while Jackie continues to train and ride horses.

Mike Jackson

From: McCormick, Michael <Michael.McCormick@news-star.com>
Sent: Wednesday, June 08, 2011 9:03 PM
To: Mike Jackson
Subject: IFYR's 2010 champions

--
Mike McCormick
Executive Editor
The Shawnee News-Star
215 N. Bell
P.O. Box 1688
Shawnee, OK 74802-1688
405-214-3922 (direct line)
405-273-4200
800-332-2305

ALL-AROUND COWBOY

Bryce Barney, Carthage, TX

Bryce Barney of Carthage, Texas, captured the All-Around Cowboy championship at the International Finals Youth Rodeo in 2010.
Barney competed in both the tie-down calf roping and the steer wrestling. He won $3,577.65 in the calf roping and another $788.59 in the bulldogging, giving him total earnings for the week of $4,366.24 and the All-Around title.
In the steer wrestling he shared top money in one of the rounds. Competing in the calf roping, he finished second in the average although he won the short go with a time of 8.7 seconds. He placed third in one of the initial two rounds with a 9.5, winning $879.75. In winning the short go he earned $1,524.90 and for his second place finish in the average he earned another $1,173. His total time in three runs was 30.1 seconds. Bryce is entered in this year's competition and will return to defend his title.
•••
ALL-AROUND COWGIRL

Ceri Cherise McCafferry, Wayne OK

Ceri Cherise McCafferry, Wayne, Okla. cowgirl, claimed the All-Around girl's championship at IFYR 18 in 2010. Entered in three events, she won $2,708.48 in barrel racing, $788.60 in pole bending, and $2,689.51 in breakaway roping, for total earnings of $6,184.59 and the All-Around title.
Only three All-Around girl titleholders have won more money than she did in a year ago's competition. Ceri is entered in this year's IFYR and will return to defend her title.
She placed second in the average in both the breakaway roping and the barrel racing, winning the short go in the barrel racing.
•••
BULL RIDING

Lane Wyatt Lasley, Mt. Vernon, AR

Lane Wyatt Lasley, from Mt. Vernon, Ark., is entered to return to the IFYR this year to defend the bull riding championship he won in 2010.
Lane scored an 80 in the first round of the 2010 bull riding competition to split second place money, earning him $719.67. He followed that with a 75 in the second round, then came back with another 80 in the short go, good for second place in the final round, but his 235 on three head earned him the championship. He won the title with total earnings of $2,844.41.

TEAM ROPING

Tate Kirchenslager, Yuma, Colo.
Clint Summers, Lake City Fla.

Two cowboys from different parts of the United States paired up and won the team roping championship in 2010. For one of them, Tate Kirchenslager, it was his second consecutive IFYR team roping title. He also won it in 2009.
He and his partner, Clint Summers, Lake City, Fla., placed second in the first round with a time of 6.1, each winning $1,186. Their 5.0 in the short go placed them first in the final round and they won the championship with a total time of 18.3 during the three rounds.
They won $1,582.40 in both the final round and the average, and that gave them total earnings for the week of $4,351.60. Not bad for a week's worth of work in the arena.

POLE BENDING

Mary Gentry, Elko Ga., who served as one of the six youth directors, won the 2010 IFYR pole bending championship.
Mary won the first round with a time of 20.099 to win $1,398.40. In the short go, her time of 20.005 won her both the final round and sealed the championship for her. She earned another $1,398.40 for winning the short go and the same amount for the average, bringing her a total of $4,195.20 and the title.

TIE-DOWN ROPING

Clay Smith, Broken Bow, OK

An Oklahoma cowboy won the IFYR tie-down calf roping championship in 2010. Clay Smith owon only $175.95 in the initial two rounds, but his 10.3 in the short go earned him another $645.15 as he split fourth place money. His total time of 29.5 in the three rounds was good enough to win the average and an additional $1,524.90.
His total earnings for the week were $2,346.

BARREL RACING

Brittany Hurley, Clarksville, AR
The 2010 barrel racing championship was won by Brittany Hurley, Clarksville, Ark., cowgirl.
She only won $353.28 during the first two rounds of last year's IFYR, but she came on strong in the short go, running the pattern in 16.455 which gave her an additional $1,177.60 and second place in the final round. However, her combined time of 49.747 seconds in three rounds placed her first in the average and earned her another $1,530.88 and the title. Brittany, who won a total of $3,061.76 for the week, is entered to return to defend her barrel racing championship this year.

SADDLE BRONC

Mason Laviolette, Rayne LA

Mason Laviolette, from Rayne La., was the 2010 IFYR saddle bronc champion. He had scores of 68, 74 and 69 in the three rounds of competition. He won the second round with his 74, earning him $574.08, after splitting 6-8 money with his opening round 68 and winning $29.90.
His find round 69 placed him second in the short go good for another $448.50 and his total of 211 on 3 head won him the average and the title. His total earnings for the week were $1,626.56.

BREAKAWAY ROPING

Ashley Goforth, Azle TX

Ashley Goforth, the 2010 IFYR breakaway roping champion, saved the best for last when it came to crunch time.
The Azle, Texas cowgirl recorded times of 3.2 and 2.9 seconds in rounds 1 and 2, but that didn't place her in the money. Her short go time of 3.2 was good for third place and $886.65, but more importantly it gave her a total time of 9.3 in the three rounds of competition, winning the average and another $1,536.86 and the championship. Her earnings during the week totaled $2,423.51.

STEER WRESTLING

Tyler Waguespack, Gonzales, LA

Winning $1,023.04 in the initial round with a time of 3.6, then claiming the short go with a time of 4.5 seconds, Tyler Waguespack, from Gonzales, La. captured the 2010 IFYR steer wrestling championship. His total time of 13 seconds in three rounds paved the way to earning him $3.069.12 for the week. He won $1,023.04 for each of his winning rounds and the average.

GOAT TYING

Hayden Segelke, Snyder CO

The 2010 IFYR goat tying champion is a Colorado cowgirl who is entered in the 2011 IFYR to defend her title. Hayden Segelke won second place in the initial round of the 2010 competition with a time of 8.2 seconds, winning her $1,010.16. She also finished second in the short go with a time of 8.4, winning her another $1,010.16, but her combined time of 26.1 during three rounds found her winning the average, an additional $1,346.88 and the championship. His earnings for the week totaled $3,367.20.

BAREBACK

Bill Tutor, Huntsville, TX

Huntsville, Texas cowboy Bill Tutor was the winner of the 2010 IFYR bareback championship. Bill scored a 74 in the initial round to share 2-5 place money and won $235.31. His 78 in the next round gave him a split of 1-2 and won him another $489.44. Then he finished with a 77 in the short go, shared 1-2 money again, won an additional $489.44, and his 229 on three head was good to win the average money of $559.36. His total earnings of $1,813.55 earned him the title.

By Mike McCormick

Two Oklahomans who were contestants here last month in the International Finals Youth Rodeo were killed early Wednesday, Aug. 17, in a one-vehicle crash in Custer County north of Weatherford, Okla.

Oklahoma Highway Patrol Trooper John Jones identified the two killed as Aaron James Custer, 18, Elk City, and Benton Edgar Drury, 18, Olustee. Both were reportedly passengers in a 2008 Lincoln utility SUV driven by Shane Howard Frey, 19, of Marlow. According to the trooper's report, Custer and Drury were pinned in the vehicle one hour and 10 minutes before being freed by the Weatherford Fire and Rescue using the jaws of life. Custer and Drury were both pronounced dead at the scene.

The trooper's report states the cause of their deaths is unknown and still under investigation.

Frey reportedly was transported to Weatherford Regional Hospital with trunk internal injuries. The report said he was in listed in stable condition.

All three reportedly were college students attending Southwestern State University in Weatherford. Custer and Drury competed here last month in their final IFYR. Frey had competed here previous to this year.

Custer competed in team roping and calf roping, and Drury was in team roping only. Frey, who was last eligible to compete here in the IFYR in 2010, was in calf roping, team roping and steer wrestling.

Mike Jackson, operations manager at the Heart of Oklahoma Exposition Center in Shawnee and IFYR rodeo coordinator, said "it's a tragic loss when this happens, especially when it's young people involved. Our prayers go out to all the families. You feel like these kids become part of the IFYR family," he continued.

Lauren Underwood, from Meeker, who attends Bethel High School, is a IFYR youth director. She was not aware of the tragedy, but said "I really didn't know either one of them. They and their families will be in the IFYR family's prayer and in our prayers, too," she said.

She added "and we will be here to help if the families need anything."

Garrett Yerigan, from Pryor, who announces high school rodeos, professional rodeos and other events all across the nation and Canada, said "you just can't believe it happened to that close of friends and it makes you realize how short life really is."

He said he was not as familiar with Custer as he was with Drury, because Drury rodeoed in Oklahoma, was involved in the Oklahoma High School Rodeo Association, but Custer was not.

Still, he said, both of these young men "were outstanding athletes, both inside and outside the arena. They are great losses to the rodeo world," Yerigan, who has helped with the IFYR here in the past, said.

The trooper said the collision occurred about 3 a.m. on Caddo at County Road 0970, five miles north of Weatherford.

His report stated the vehicle driven by Frey was southbound on the county road, the driver lost control on a curve, running off the road on the right side of the roadway. It then traveled down a 30 foot embankment, coming to rest on its top in a creek.

The vehicle was equipped with seatbelts and in use by the driver and both passengers according to the report.

The trooper's report said the vehicle was equipped with airbags but they did not deploy.

Cause of the collision was listed as unsafe speed on a curve.

Jones was assisted by Troopers B. J. Payne and Trinity Simmons, Weatherford Fire and Rescue and Sinor Ambulance.

By Mike McCormick
Media Director

When contestants and their families begin arriving in Shawnee, Okla., for the 20th annual International Finals Youth Rodeo next July, they should notice several improvements to the Heart of Oklahoma Exposition Center.

The official dates for IFYR20 are July 8-13, 2012. It will be the 20th consecutive year for Shawnee, Okla. and the Expo to host the world's richest youth rodeo.

Among the improvements which contestants and their families will notice will be some recently resurfaced new parking lots, electrical upgrades for RVs, and improvements to comfort stations.

That's because the Shawnee City Commission, the city's governing body, has given the go-ahead for these improvements. Working closely with the Shawnee Civic and Cultural Development Authority, the board which oversees the Expo Center, the commission has agreed these improvements are much needed.

The city commission in mid-October authorized city staff to advertise for bids for the parking lot improvements.

The commission has agreed to spend several million dollars for these improvements.

Knowing there was a certain urgency to have at least two capital improvement projects at the Expo Center completed in time for the IFYR in July of 2012, the SCCDA board pushed especially for the parking lots and upgrading of the electrical amperage.

Karl Kozel, SCCDA chairman, believed "the SCCDA had dragged its feet long enough." He indicated it was time they pressed the city commission for getting the needs handled and capital improvements done.

Other members on the board seemed to completely agree, and there was total consensus among them.

Mike Jackson is rodeo coordinator for the IFYR. He is also the operations manager of the Expo.

Jackson said most of the Expo Center's RV areas are 30 amps. The 184-unit park west and northwest of the Conference Center and the covered grandstand has about five or six with 50 amps, he said.

Another RV area on the west side of the main entrance to the Expo also has four with 50 amps, he said.

"These are the two areas we are having the most trouble with," he added.

Jackson thinks a rough estimate of the cost of the electrical upgrade is about $600,000. That's what he was provided within the past year, he said. He indicated it would take four to six months to complete the amperage upgrade. "So time is of the essence," he added.

Jackson says planning for the 20th year of the IFYR is already under way. He predicted "next year will be special and better than ever."

Regarding the parking lot improvements, Jackson pointed out the most critical areas at this time, which must be improved, include the area directly south of the conference center and east of the large white building; the area directly south of the white building which has the Otto Krausse arena in it; and the lot on the south side of the Fred Humphrey pavilion.

Several other parking areas need improvement too, he said, and the estimates on those total more than $1.7 million. But he said the capital improvements most critical for the IFYR are the three parking lots and upgrading the electrical amperage to at least 50 amps in two of the major RV areas.

By starting this early, those improvements should be completed in time for next year's IFYR, which is only eight months away.

By Mike McCormick

The champions of the 19th annual International Finals Youth Rodeo were among the 925 contestants competing for more than $200,000 in prize money and awards.

Six of the champions at IFYR19 in Shawnee this past summer can return to IFYR20 in July of 2011 to defend their titles if they choose to do so. Two of those event champions also were crowned All-Around champions, and for both of them it was their time go compete at the IFYR.

The IFYR, considered the richest youth rodeo, annually pays out well over $200,000 in prize money and awards. And the committee which hosts the IFYR each year, along with the Shawnee community, are planning to make this year's event one all will remember for a long time to come.

The IFYR was begun in July of 1993, after Shawnee had hosted the National High School Finals Rodeo from 1990 through 1992.

For some of the winners during IFYR19, it was a night of firsts. A total of seven first-time contestants of the IFYR left as IFYR champions.

McAlester cowboy Dillon Brewer won the steer wrestling competition just five months after introducing himself to the event.

Brewer is now a freshman in college and although he has rodeoed since he was 12, it was his first time to compete at the IFYR as a bulldoggers. He's been a calf roper and team roper, but he fell into the steer wrestling because of a horse that couldn't be roped from.

"We had a horse that was an absolute plug," Brewer said last year following his winning the championship. "You couldn't rope from him, but he liked to run. That's what got me started steer wrestling - that old plug that I needed to do something on, and he turned out to be a ringer."

Brewer was timed in 5.2 seconds during the first-round time which left him out of the top 10, but a second-round score of 4.1 seconds moved him to third heading into the short go. He nailed the championship with a flat 4 in that round, giving him a total three-round average time of 13.3 seconds.

Brewer earned more than $2,100 in prize money.

In the pole bending competition, Skylar Ragan of Pattonville, Texas, who had just completed her sophomore year in high school, was crowned the IFYR pole bending champion following a 19.9-second run in the finals round.

She rode Blaze, the first horse she ever rode as a child, and Ragan claimed the title with a solid final run.

"This is a big dream - it's fun living it," Ragan said. Ragan, went on to compete in the National High School Finals Rodeo in Gillette, Wyo., following the conclusion of the IFYR.

Ragan is currently a junior in high school and can return to the IFYR this summer to defend her title.

This was her first-ever IFYR to compete in, she said it was a fun week despite the heat. Temperatures hovered around the 100 degree mark all week, not even cooling off much during the evening performances.

Sami Little, from Hackberry, La., was competing in her first IFYR, and was in both breakaway roping and goat tying. She claimed the breakaway title, winning the event she describes as her strong suit with a three-round average time of 8.3 seconds.

Little was disappointed in her goat tying efforts. She went on to compete in only the goat

tying at the NHSFR the week following the IFYR.

Little completed her championship surge through the IFYR on Kate, a horse that actually developed stomach ailments earlier in the week but persevered.

Little has been rodeoing since she "could walk." She said she's missed only one rodeo - and that was to help her high school softball team win the state championship.

Little's prize money at the IFYR totaled more than $3,000. Little, currently a junior in high school, can also return for two more years to compete at the IFYR.

Bareback bronc rider Blaine Kaufman of Pretty Prairie, Kan., was making his first and final appearance in last summer's IFYR and he went out in fashion, capturing the bareback bronc championship, scoring a 79 in the final round. It also was his first time to compete in the nation's richest youth rodeo.

He's been riding bareback since he was in the seventh grade, he said, following in the footsteps of his dad, who he calls his hero. While he's also a team roper, he's said he's more of a natural at bareback, despite the dangers.

"It's a wild man's event," he said, adding he plans to go to college in the fall and keep on rodeoing.

Tyler Baeza, Beaver Dam, Ariz., won more than $2,440 and bested the second-place score by more than 13 points to seal the saddle bronc championship at his first-ever IFYR. Baeza had completed his senior year in high school, so even though it was his first time to compete in the Shawnee rodeo it also was his last.

Baeza's three-round total score of 229.5, included a first-round ride of 81 points. His second round ride netted him another 73 points, and in the finals he marked 75.5 points.

Baeza is a freshman at West Texas College, where he plans to focus on saddle bronc riding for the rodeo team.

Also a team roper like his father, Baeza prefers saddle bronc riding because of the faster pace and heightened level of excitement.

Kelsey Graf of Vernon, Texas, had just completed her freshman year of high school when she came to Shawnee last July. Not only did the first time IFYR contestant earned the goat tying championship in her first appearance, even more impressively she claimed All-Around Cowgirl honors.

Graf said she's been goat tying since she was 5 years old, and rode her horse, Rosie, during the goat tying competition. Although she also competed in barrel racing, pole bending and breakaway roping, Graf thinks goat tying is her best event.

Luke Madsen of Marshalltown, Iowa, was competing in his ever IFYR. Much like Graf, Madsen had just completed his freshman year of high school. He also was the only contestant to compete from the Hawkeye state during the rodeo.

For his efforts, he earned not only the calf roping championship but also won the All-Around Cowboy title during his first IFYR appearance.

His parents, who had to work, were unable to come to Shawnee, but they heard about this victory when he called home.

Tate Kirchenslager of Yuma, Colo., won his third consecutive IFYR team roping title. He will have completed his freshman year in college at Southwestern State in Weatherford by the time IFYR20 rolls around, having competed in his last IFYR.

His team roping partner was Jake Smith, Broken Bow, who took second place in the event

with his brother the year previously.

Smith is now a senior in high school, and is eligible to return for IFYR 20. For Smith, it was his first time as heeler. Kirchenslager was the header.

"I knew all I had to worry about was my part," Smith said, following the competition.

Catoosa cowgirl Kynder Starr claimed the barrel racing championship. She enjoyed the drier weather, after suffering through muddy conditions the previous year.

The young cowgirl, in earning the title, also won more than $4,600 in prize money.

She needed a time of 16.79 seconds or better in the short go to win the event, and she more than topped that with a 16.363.

Starr, now a senior in high school, plans to return this summer for her third IFYR. She plans to attend college, compete on a rodeo team and study nursing.

She said last summer she looks forward to coming back to defend her IFYR title.

Winning the bull riding title was Cody Johnson of Stephenville, Texas. He failed to make it eight seconds in the final rounds, but so did all the other riders that final night. And his 10.5-point lead after two rounds was more than enough to secure the win.

Johnson scored 82.5 points in the first go, and then marked 79 points in the second round. That gave him a two-ride total of 161.5 points, and he came away with more than $2,600 in prize money for his efforts.

Johnson, whose father rode bulls and competed in saddle bronc and bareback riding, now plans on pursuing a career with the PBR. Riding since he was 4, bulls are his passion.

By Mike McCormick

Even though she aspires to compete at the professional level, and wants to become an equine veterinarian, Lauren Underwood is enjoying her time as a youth director for the International Finals Youth Rodeo and her participation in FFA and 4-H activities.

Underwood is a 17-year-old junior at Bethel High School. She's looking forward to the IFYR in July, and recently she joined the five other youth directors who gathered in Oklahoma City in January to attend the IFR. "We got to tour the Express Ranches, and also the Western Heritage Museum.

"We also got to work one of the performances at the IFR near the arena floor," she said with excitement.

She and the other youth directors met several times to work out details for this year's IFYR which begins on July 10 and runs through July 15.

For the first time in the history of the IFYR, performances will begin on Sunday night and the action will conclude on Friday evening. In the past, the first performance always was held on Monday morning and the rodeo's final round was held on Saturday, normally either in the afternoon or evening, though last year's short go started on Saturday morning.

In the first few years of the IFYR, when there were 13 performances the rodeo began on Monday and didn't finish until Sunday afternoon.

Underwood, on the new format, said "starting on Sunday night and ending on Friday night will be easier for those headed on to the Nationals in Gillette, Wyo.

She and the other five youth directors won't be back together until a couple of days before the IFYR. However, they will stay in touch frequently, she said, and two days or so before the IFYR starts in July they will gather to begin helping in the stalling area. Underwood's mother, Rene, is the adult director over the youth directors and has been for several years prior to Lauren being selected last summer as a director.

During the IFYR, in addition to helping in stalling, and working the arenas, the youth directors will have a couple of lunches and dinners and a couple of them will also talk to the Shawnee Rotary Club that week.

"We'll also go to the Shawnee Public Library and visit with the kids, signing autographs," she explained.

During last year's IFYR, which was her second, she recorded a run of 16.514 seconds on her initial barrel ride to place second in the round.

Since the IFYR last summer, young Underwood has won a $1,000 4-H scholarship for her veterinary science record book and she has competed in several barrel racings.

At the Youth National Barrel Horse Association World Finals in Jackson, Miss., she rode her 12-year-old mare "Charisma" to win the second round, and recorded the fastest qualifying time of more than 3,800 runs with more than 1,000 contestants competing in the 13-19 age group, the oldest of the two groups.

She had placed seventh in the initial round at Jackson, and finished 11th overall, she said.

In the Barrel Futurity of America, held in Oklahoma City, she placed 10th in the second division on her six-year-old mare "Special."

Underwood said she'd like to begin pro rodeoing in October ahead of her graduation from high school in 2012. She is hoping to attend Oklahoma State University and become an equine

veterinarian. She and several others, she said, are in the running for class valedictorian, though graduation is more than a year off.

She serves as a secretary of her Bethel FFA chapter and is the president of the County 4-H. Her parents are Rene and Kurt Underwood and she has a younger brother, Wyatt, 15, and a sophomore at Bethel.

Photo No. 1: Lauren Underwood on "Charisma" as she records a second place finish in the initial round of the IFYR in 2010. Her run of 16.514 seconds earned her second place money in the round.

Photo No. 2: Lauren Underwood, on Charisma, records the fastest time in 3,800 runs of 14.763 seconds at the NBHA Youth Wolrd at Jackson, Miss.

By Mike McCormick

Even though pre-entries for this year's International Finals Youth Rodeo opened only two weeks ago, both the number of contestants and total contestant entries are running well ahead of last year at this time.

The IFYR is the richest youth rodeo in the world, with contestants competing for more than $200,00 in prize money in addition to the buckles and saddles the champions also take home.

Through Friday, contestant pre-entries totaled 474 and total contestant entries in the 10 rodeo events totaled 873. A year ago those numbered 325 and 641 respectively.

Mike Jackson, operations manager of the Heart of Oklahoma Exposition Center, and IFYR coordinator, said "the numbers are just jumping at us."

Asked what he attributes the early increase to, he replied "I really think it is because of the change that we made, starting on Sunday and the finals being on Friday night, which makes it easier to get to National High School Finals Rodeo. "I have had a few e-mails from parents thanking the IFYR committee for the change."

This year's IFYR is scheduled for July 10-15 at the Expo Center in Shawnee, Okla., with the first performance on Sunday night. It's the first time in the history of the IFYR the opening performance will be on a Sunday evening, and the concluding short go will be held for the first time ever on Friday night.

Prompting the move to begin the rodeo on Sunday night and conclude it on Friday evening is this year's National High School Finals Rodeo will be held again in Gillette, Wyo. Many of the contestants who compete in the IFYR go on also to participate in the NHSFR and changing the beginning and ending times and days will facilitate their traveling to Gillette, making it easier since they must be checked in by early Sunday, July 17.

Significant increases among the pre-entries are in the three rough stock events. Saddle bronc and bareback numbers to date total 15 and 12 respectively, compared with six in each of these events a year ago at this time. Thirty-seven bull riders have pre-entered the competition, and that figure stood at 22 on the same date in 2010.

Barrel racing, pole bending and breakaway roping are at 180, 102 and 138. A year ago those numbers were at 143, 83 and 100.

This year's contestant numbers are on track to top the 1,000 mark, an increase over the nearly 900 who competed in Shawnee in July of 2010.

Check-in for this year's IFYR will begin at 8 a.m. on Friday, July 8, and run continuously through noon, Sunday July 10.

Jackson stresses that noon, July 10, is the deadline for check-in since the first performance will be that night beginning at 8 p.m.

Monday through Friday there will be two performances daily beginning at 9 a.m. and 7:30 p.m.

The rodeo once again consists of 10 events, including bareback riding, saddle bronc riding, girl's breakaway roping, goat tying, pole bending, steer wrestling, team roping, tie down calf roping, barrel racing and bull riding.

Contestants wanting to compete in this year's IFYR should go to *www.IFYR.com* to enter.

Mike Jackson

From: McCormick, Michael <Michael.McCormick@news-star.com>
Sent: Wednesday, June 08, 2011 8:58 PM
To: Mike Jackson
Subject: IFYR Youth Directors

--
Mike McCormick
Executive Editor
The Shawnee News-Star
215 N. Bell
P.O. Box 1688
Shawnee, OK 74802-1688
405-214-3922 (direct line)
405-273-4200
800-332-2305

By Mike McCormick
As the competition unfolds at the 19th annual International Finals Youth Rodeo, six youth directors from five states will take center stage.
Selected toward the conclusion of IFYR 18 in July of 2010, the six have been anxiously awaiting this year's finals. The only time the six have been together since a year ago is this past January when they attended the International Finals Rodeo in Oklahoma City.
The six include Lauren Underwood, Meeker, Okla.; Benjamin Cox, Hot Springs, Ark., Kris Williams, Jones, Okla., Jessie Litkenhus, from Lawrenceburg, Ky., Bailey Grasmick, La Junta, Colo., and Laramie Camerer, Steeleville, Mo.
Litkenhus, Grasmick, Williams and Camerer all recently graduated from high school.
The six directors play a pivotal role in the IFYR, considered the world's richest youth rodeo which pays out more than $200,000 in prize money in addition to the championship awards presented at its conclusion.
An estimated 1,000 contestants are expected to be in Shawnee this week.
Litkenhus is the only one of the six, though, who is a returning youth director. For the other five, this will be their first time. She said when the youth directors gathered in January in Oklahoma and attended the IFR, "I was the only one who knew what we were going to do. I think the others looked up to me at the IFR because of my previous experience" she said.
One of the major responsibilities of the six once the IFYR performances begin is helping out in the three arenas,
She will be in the middle arena with Laramie.
She calls being a youth director "one of the best experiences of my high school career. And some of the best memories are from the IFYR," she added, mentioning that this is the third year she will compete here.
Her events are barrel racing and goat tying.
Jessie says graduating from high school in May was "awesome," adding "I am so ready for college. She is heading to Murray State College in Murray, Ky., about a four-hour drive from Lawrenceburg which is located in northern Kentucky near the capital city of Frankfurt.
Holder of a 4.0 GPA, she was on the high school dance team for two years and also was involved in her school play her senior year. She also has served as her high school Pep Club president and was a member of the National Honor Society.
Jessie says what she is looking forward to most during this year's IFYR is "hanging out with the other youth directors and working behind the scenes. We worked last year and helped make it happen," she related.
Serving as a youth director has "exceeded her expectations." She pointed to the staff at the Heart of Oklahoma Exposition Center, the site of the IFYR, noting "they are so willing to help.
Jessie said when she tried out for youth director for the initial time, "I decided to jump in and try it. And I made it on the first interview," which was during her first year of IFYR competition.
"I wouldn't change anything," she quipped. "My experience with the IFYR wouldn't have been the same though without being a youth director," she believes.
Grasmick has also competed here twice previously. She says this year serving as a youth director has been "so far nothing but

fun. It's been fun to learn all the behind the scenes action and what it takes to put this rodeo on. And to meet all the people who help make it happen."
She and Cox will work in the rough stock arena, even though both of them compete in timed events.
Cox also has competed in the IFYR the past two years. This will be his third time, and he plans on not only returning to compete next year but hopes to be a youth director during his final year.
"It's been awesome being a youth director," he said. "It's really opened my eyes. I've met some good people and I'm really excited about this year."
•••
Underwood, 17, will be a senior at Bethel High School this fall. She's been looking forward to the IFYR, her third, and she also talked about joining the five other youth directors in January and attending the IFR. "We got to tour the Express Ranches, and also the Western Heritage Museum.
"We also got to work one of the performances at the IFR near the arena floor," she said with excitement.
She and the other youth directors met several times to work out details for this year's IFYR.
Lauren talked about the new format for this year's IFYR. For the first time in its history, performances will begin on Sunday night and the action will conclude on Friday evening. In the past, the first performance always was held on Monday morning and the rodeo's final round was held on Saturday, normally either in the afternoon or evening, though last year's short go started on Saturday morning.
In the first few years of the IFYR, when there were 13 performances, the rodeo began on Monday and didn't finish until Sunday afternoon.
Underwood, on the new format, said "starting on Sunday night and ending on Friday night will be easier for those headed on to the Nationals in Gillette, Wyo.
During last year's IFYR, which was her second, she recorded a run of 16.514 seconds on her initial barrel ride to place second in the round.
Since the IFYR last summer, young Underwood has won a $1,000 4-H scholarship for her veterinary science record book and she has competed in several barrel racings.
At the Youth National Barrel Horse Association World Finals in Jackson, Miss., she rode her 12-year-old mare "Charisma" to win the second round, and recorded the fastest qualifying time of more than 3,800 runs with more than 1,000 contestants competing in the 13-19 age group, the oldest of the two groups.
She had placed seventh in the initial round at Jackson, and finished 11th overall, she said.
In the Barrel Futurity of America, held in Oklahoma City, she placed 10th in the second division on her six-year-old mare "Special."
Underwood said she'd like to begin pro rodeoing in October ahead of her graduation from high school in 2012. She is hoping to attend Oklahoma State University and become an equine veterinarian. She and several others, she said, are in the running for class valedictorian, though graduation is nearly a year off.
She serves as secretary of her Bethel FFA chapter and is the president of the County 4-H. Her parents are Rene and Kurt Underwood and she has a younger brother, Wyatt, 15, a sophomore at Bethel.
•••
Bailey is competing in her third IFYR. Her events are goat tying and breakaway roping. She said the youth directors, during their time together in January at the IFR, "picked and chose" who they wanted to team up with and which arenas they wanted to work.
Since she and Benjamin are not that familiar with the rough stock arena, Bailey said during high school rodeos this year she's been in the arenas with the bull riders learning the rules of it along with pole bending since that event is also held in that arena. She said she understood the pole bending already.
Bailey is still hoping to win her first prize money at the IFYR. But she describes her experience as a youth director prior to the rodeo beginning as "nothing but fun so far." She thinks it will be fun also to learn all the behind the scenes action at this rodeo and what it takes to put it on.
She's looking forward to meeting all the people who work so hard to make it happen.
For Bailey, one of the major challenges in competing this week is the change in weather due to the altitude difference between her hometown of La Junta and Shawnee. She indicated it takes a couple of days to get acclimated, and she planned to arrive in Shawnee on Saturday afternoon early since she was in a friend's wedding on Friday night.
Bailey found the IFR in January "a lot of fun." The directors got to hang out to together and learn more about one another, she said. "It's nice to get to know people you are going to work with," she added.
She's been involved in other sports during her high school career. Since her freshman year she was involved in volleyball, swimming and diving, along with basketball.
During her senior year she decided to try and made cheerleader.
Bailey sees responsibility and knowing she has that responsibility as a major part of being a youth director.
She pointed out, too, that a lot of people have asked her about Shawnee and what will go on here this week. "I really am looking forward to the IFYR. It's one of my favorite rodeos," the Texas Tech bound Bailey said.

During her high school years she earned enough college credit at Otero Junior College in La Junta that she will start at Texas Tech in Lubbock as a four semester sophomore. She's earned an academic scholarship to assist with her college expenses.

•••

Benjamin calls the IFYR "my favorite rodeo." He will be in calf roping, team roping and the steer wrestling events when the action unfolds.

This is his third IFYR. Unlike some of the other youth directors, he's won money here. His freshman year he made the short go, but missed out of the money. But in 2010, he won a round in the bulldogging.

Last year his calf got up or he would have won second in calf roping in one of the rounds, he said.

He's the only one in his family who rodeos. He has two sisters, both older than he is, one 25, the other 27.

Home-schooled, the Arkansas cowboy just completed his junior year.

Rodeo is it for Benjamin, as he competes in no other high school sports. However, he does hunt hogs, deer, squirrels and coons and enjoys gigging frogs when he's nor rodeoing or practicing roping calves.

Benjamin calls being a youth director "awesome," and adds "it's opened my eyes. I've met some good people. I'm really excited about this year."

Even though he says he's a "timed event guy," he's looking forward to working the rough stock arena with Bailey. He's looked forward to learning more about what goes on in that arena with the bull riding and the other events.

Talking about the IFR this past January, he called it "a great rodeo, a great show and lots of funds to watch some of my buddies in it, Shawn Thomas and Walt Sherry.

"They are both bulldoggers, both are smaller like I am. They showed that the smaller guy can get it done too," he said.

Although this is his first year as a youth director, he plans on trying to serve another year. "It's a great inside to the rodeo world. Shawnee is the richest youth rodeo in the world and I wanted to see what it was like behind the scenes," Benjamin mentioned in talking about why he sought being a youth director.

"It's just a great rodeo and it's great competition."

He thinks serving as a youth director he can take "this experience and benefit by it in the future. One day in the future maybe, if the Good Lord lets me, I may be a rodeo contractor and can put on a rodeo," he continued.

•••

Laramie, 18, who just graduated from high school in Steeleville, Mo., is headed to Missouri Southern on a track scholarship in the fall. He also plans to walk on for the football team.

Laramie's events in track include the high jump, long jump and triple jump.

This will be his only year as a youth director, but his fourth time to compete in the IFYR. The three previous years he was in the calf roping, but this year is entered only in the team roping, hoping to win his first money.

He and Jessie are paired together in the middle of the three arenas.

His older sister, who just completed her first year of graduate school at Oklahoma University, is both a former IFYR competitor and she also served as youth director. At the time she competed, Laramie and his family resided in Tulsa.

"I like meeting new people and getting to meet new people from across the country and trying to help people when I can," he said of his reasons for competing at the IFYR and serving as a youth director.

"I thought the IFR was a good chance to meet and know all the other youth directors.

"It's been good," he stated, about his time so far as a youth director. "Like the others, I'm looking forward to this year. And interacting with the people and getting things done.

Laramie has been coming to the IFYR for many years. He said he's been coming since he was one or two years old, because his family came. They always had friends or his sister was competing. The family only moved to Steeleville, about 20 miles north of Rolla, Mo., about four years ago when he was a high school freshman.

He likes the small town atmosphere of Steeleville, and finds the people friendlier there than he did in the larger city of Tulsa. "People trust you a lot more here than they did there."

•••

Williams, 18, graduated recently from Luther High School. Though it's his first and only year he will be a youth director, this marks the third IFYR for Williams who will attend NEO Junior College in Miami, Okla. in the fall on a rodeo scholarship.

He's entered up only in the team roping and his partner will be Justin Trussel of the Shawnee-Bethel area who attends McLoud High School near Shawnee.

Kris is looking still to win his first money here. He said the competition at the IFYR is what attracted him to the rodeo the initial time, and he enjoys meeting all the people around the U.S. and having a "great time."

He and Lauren will work the arena which includes the bulldogging, team roping and barrel facing.

"Getting to know the other youth directors has been a great experience and learning know the rodeo runs," he said. "The IFR in January was great, getting to work the arenas, going back stage and learning what it's all about."

Kris became a youth director because "I thought it was something I'd like to do."

In high school, he also ran track, including the 100 meter dash, the 440 meter relay and the 300 meter hurdles. He finished sixth in the state in Class 2A in the 300 meter hurdles, he said.

As he heads off to NEO, he said he will be rodeoing,

He looks forward to the IFYR this year, he said, because of the competition, "and meeting new people and having a great time."

Mike Jackson

From: McCormick, Michael <Michael.McCormick@news-star.com>
Sent: Wednesday, June 08, 2011 9:01 PM
To: Mike Jackson
Subject: Other Hall of Fame Inductees

--
Mike McCormick
Executive Editor
The Shawnee News-Star
215 N. Bell
P.O. Box 1688
Shawnee, OK 74802-1688
405-214-3922 (direct line)
405-273-4200
800-332-2305

By Mike McCormick
During this year's International Finals Youth Rodeo, Jackie Dube Jatzlau, of Gittings, Texas will become the fifth inductee into its Hall of Fame since 2007.
The other four previously inducted include three former outstanding competitors who each won the coveted All-Around championship and a man who served as the "voice of the IFYR" for 16 years.
Mike Outhier was the first inductee in 2007.
In 2009, the IFYR honored brothers Jet and Cord McCoy and the late Mark McGee, who announced the IFYR during its first previous 16 years, beginning in 1993 through 2008. He was scheduled to be in the announcer's booth the year he was killed, less than two months before the start of IFYR 17.
But tragedy struck May 20 as he was operating a lawn tractor in front of his home near Valliant in far southeastern Oklahoma when he was struck a drunk driver, killing the 47-year-old McGee who would have turned 48 on May 31 that year, 11 days following his death.
He left behind his wife Debra and 16-year-old son Colby. Colby just graduated from Valliant High School this year and is headed to Eastern State College this fall.
Debra and Colby attended the night two years ago which honored her husband and Colby's father Mark as he was posthumously inducted into the IFYR Hall of Fame.
Also inducted that same night were Jet McCoy and his younger brother Cord.
Each is a former All-Around champion of the IFYR and each has gone on to be a standout with the International Professional Rodeo Association. The brothers also have become celebrities, appearing twice on the CBS's "Amazing Race."
Suzanne Gilbert, a member of the rodeo committee and a mainstay at the IFYR since its inception 19 years ago, has taken the lead and will help coordinate this year's induction.
Cord, now 30, was the first of the two brothers to win the All-Around championship, capturing it in 1997, winning $5,176.34.
He also won the saddle bronc title that year.
He repeated the IFYR saddle bronc riding championship in 1999.
Cord holds five gold buckles from the IPRA and qualified for the IFR seven times.
Older brother Jet claimed the All-Around title a year later, during the sixth IFYR, as he earned $4,848.28.
He also captured the saddle bronc championship the same year.
Jet, who is 31, also is among the saddle bronc riders who holds one of the highest single scores in a year. He marked an 80 in 1997. The highest is an 82.
Jet has earned five world championships from the IPRA and is a 12-time IFR qualifier.
A trophy case was unveiled dedicated to the three during their induction two years ago.
During the induction Jet McCoy thanked those in attendance, saying "this is one of the greatest highest rodeos ever." He said when he competed here little did he know the impact it would have on his life.

Cord McCoy said of his competing in the IFYR "for four years straight, this was the best week of my life."
In an interview prior to the ceremonies that night, Cord said of the induction "it means the world to me. It's such an honor. The four years I rodeoed here, I saw thousands of cowboys and cowgirls. Just looking around this room (a room filled with photos of past IFYR youth directors), it's such an honor to say the least for someone to call you up and say you are being inducted into the Hall of Fame."
Jet agreed, saying his younger brother kind of summed it up. "Just being inducted into the Hall, being here, seeing all the people who are here. They come up and see you. Coming back and being part of that experience is just something else. To sum it, I really do feel honored.
•••
Four-time All-Around champion of the International Finals Youth Rodeo Mike Outhier was the first to be inducted into the IFYR Hall of Fame.
Outhier, who now hails from Utopia, Texas, and competes in the Professional Rodeo Cowboys Association, claimed the boy's All-Around title each of the four years he competed at the IFYR. He was the All-Around champion at the first IFYR in 1993, and continued his successful run through 1996.

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

November 13, 2002

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of October 2002. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 10-01 to 10-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins
Articles +
invoices

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

October 10, 2002

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of September 2002. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 09-01 to 09-30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

December 10, 2002

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of November 2002. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 11-01 to 11-30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

February 15, 2002

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of January 2002. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 01-02 to 01-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

March 12, 2002

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of February 2002. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 02-01 to 02-28

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

April 12, 2002

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of March 2002. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 03-01 to 03-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

May 10, 2002

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of April 2002. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 04-01 to 04-30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

June 13, 2002

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of May 2002. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 05-01 to 05-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

June 15, 2002

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of June 2002. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 06-01 to 06-30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

August 7, 2002

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of July 2002. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 07-01 to 07-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

September 10, 2002

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of August 2002. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 08-01 to 08-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of September 2001. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 09-01 to 09--30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

November 9, 2001

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of October 2001. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 10-01 to 10-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

December 14, 2001

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of November 2001. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 11-01 to 11--30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

January 9, 2002

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of November 2001. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 12-01 to 12-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

December 10, 2003

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of November 2003. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 11-01 to 11-30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-1234
kkwatkinss@aol.com

INVOICE

April 9, 2003

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of March 2003. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 03-01 to 03-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

March 12, 2003

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of February 2003. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 02-01 to 02-28

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

February 12, 2003

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of January 2003. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 01-01 to 01-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-1234
kkwatkinss@aol.com

INVOICE

July 10, 2003

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of June 2003. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 06-01 to 06-30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-1234
kkwatkinss@aol.com

INVOICE

May 27, 2003

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of April 2003. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 04-01 to 04-30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

September 13, 2003

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of August 2003. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 08-01 to 08-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

January 9, 2003

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of December 2002. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 12-01 to 12-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

October 8, 2003

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of September 2003. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 09-01 to 09-30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

November 10, 2003

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of October 2003. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 10-01 to 10-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

January 8, 2004

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of December 2003. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 12-01 to 12-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

February 11, 2004

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of January 2004. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 01-01 to 01-31

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

March 11, 2004

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of February 2004. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 02-01 to 02-29

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

October 12, 2004

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of September 2004. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 09-01 to 09-30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

June 10, 2004

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of May 2004. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 05-01 to 05-30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

July 15, 2004

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of June 2004. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 06-01 to 06-30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

July 27, 2004

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of June & July 2004. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 06-01 to 07-31

Invoice amount $700.00

Invoice total $700.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

June 10, 2004

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of May 2004. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 05-01 to 05-30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

Kim Watkins

Rt 3 Box 617
Meeker, OK 74855
Phone (405)279-2321
Fax (405)279-2321
kkwatkinss@aol.com

INVOICE

September 3, 2004

Shawnee Civic and Cultural Development

Invoice for International Finals Youth Rodeo feature articles and research for month of August. Work included phone correspondence, research and interviews, and magazine/newspaper contacts for articles and press releases as well as correspondence with newspaper, and magazine contact for IFYR converage and media packet preparation.

Invoice date 08-01 to 08-30

Invoice amount $350.00

Invoice total $350.00

With Sincere Thanks,

Kim Watkins

A Decade of Youth Rodeo in Shawnee
The IFYR is Something to Celebrate
By Kim Watkins

It began like most events, as a way to answer relentless requests to meet the tailored needs of a select few. The International Finals Youth Rodeo in Shawnee, Okla called on high schools across the U.S. for their best rodeo cowboys and cowgirls. They came.

The first year, 1992, 350 contestants came from a handful of states. Soon the excitement and the money caught on, more contestants came representing more states. Ten years later the IFYR is the second largest International Professional Rodeo Association of all time, second only to the International Finals Rodeo in Oklahoma City. With a total payoff of more than $250,000 it is not only the richest youth rodeo in the country but one of the richest rodeos around.

July 8th through 13th over 1000 contestants, 42 teams, and a swarm of trailers, gear, and families pull into the Heart of Oklahoma Exposition Center. Shawnee buzzes with summertime heat and cowboy hats. Contestants from across the fifty states and occasionally Canada and Brazil come to Shawnee for the competition and the money. Ken Etchieson, General Manager of the Heart of Oklahoma Expo Center, said, "The original purpose for the rodeo was to create an impact event not only for our city but our state." Impact it did.

With change hopefully comes growth. One aspect left unchanged is "the IFYR's focus on academics and school participation." Etchieson said, "The best of the best in rodeo's young cowboys and cowgirls are drawn to Shawnee," which explains its consistent success and perpetual quality in its management and performance. The

IFYR has made some monumental changes to keep the momentum going and the contestants coming. With increased total payoff monies, last year's addition of a third arena, and the only of its kind team competition the youth rodeo has taken its place at the top of the rodeo industry.

The youth rodeo began with two arenas side by side running events simultaneously. Because of increased entries a third arena was added to keep the rodeo running in a timely manner. The team concept was added in 1996 or more commonly known as the Year of the Mud. The teams were a hit among the contestants and have added yet another element of competition. Teams are comprised of a minimum of two contestants who must be entered in at least eight of the ten events. The maximum team members cannot exceed 33 contestants entered in three events each. Teams have become popular among the contestants and the sponsors. IFYR title sponsor Cinch has joined in on the fun and created a Team Cinch. This will be Team Cinch's first year at the IFYR.

The IFYR, like most rodeos can attribute its success not only to contestant entries but quality of rodeo management. Etchieson said, "The IFYR continues to be a quality rodeo because of the massive volunteer base our community has." Over three hundred volunteers bring the rodeo together months before the July dates. A myriad of committees from stalling to message center to check-in break down the process making the migration of horses, parents, and cowboys and cowgirls less daunting.
With activities throughout the week and two rodeo performances at 9:00 a.m. and 7:30 p.m. beginning Wednesday July 8th through the finals on Saturday at 7:30 p.m. Saturday's finals exhibit the top fifteen contestants in each event. The IFYR includes

cowgirl pole bending and cowgirl goat tying and cowgirl break away roping along with the seven traditional rodeo events which are Saddle bronc riding, team roping, steer wrestling, bareback riding, cowgirl barrel racing, calf roping, and bull riding. A total of five performances keep the volunteers and expo staff on around-the-clock mileage.

Visitors are also encouraged to visit the trade show during rodeo week. Though July is hot the grandstand misting system keeps the audience cool while watching three arenas full of rodeo excitement.

For volunteer information or for ticket and rodeo information please call the Heart of Oklahoma Expo Center in Shawnee at 405-275-7020 or 1-800-762-7655.

###

Mark your calendars for the 11th annual International Finals Youth Rodeo. The horse trailers will make their way into Shawnee's Heart of Oklahoma Exposition Center July 14th through 19th, 2003 for six days of rodeo action. More than 1200 high school rodeo athletes will compete for their share of approximately $250,000 in prize money.

The competition, guaranteed fierce as the excitement climaxes from two performances each day. The top 15 in each event will make their way to the finals on Saturday for trophy buckles and saddles.

Visitors and contestants will see a new addition to the expo grounds as they pull in with horse trailers in tow. The new two story Conference Center will open its doors to the trade show and western mall once housed on the south end of the grounds. The new home of the IFYR Trade Show and Western Mall will be much closer to the stands encouraging more spectator traffic for the show vendors.

The hub of the rodeo, the Message Center and the Rodeo Secretaries office will keep its residency at the East end of the grandstand.

The new practice arena was a big hit with the contestants at IFYR 2002. Late nights are what the high school rodeo athletes live for and the practice arena complete with lights never sees a quiet moment on the east side of the grandstand.

For more information on the IFYR visit our web site at shawneeexpo.org.

Open pre-entry forms will be available in April issues of your favorite rodeo or western magazine as well as the web site. Team sponsor applications are now available.

For ticket information please call the Heart of Oklahoma Expo Center at 1-800-762-7695 or 405-275-7020. Performances begin on Monday at 9 a.m. with an evening performance each night at 7:30 p.m. Three arenas working simultaneously the dirt flying, rope throwing, horse kicking speed of the IFYR is one of a kind.

2003 International Finals Youth Rodeo
A Tradition Continues with the Youth Director Team
By Kim Watkins

Aside from the team concept, three arenas working simultaneously, and the family atmosphere of the International Finals Youth Rodeo in Shawnee, Oklahoma one aspect continues to set the youth rodeo apart from any other of its kind, a six-member team of IFYR Youth Directors.

The original intent of the Youth Directors was simple, representatives of the youth rodeo, and a voice for the mass. Through the application process something deeper emerged. From 1200 high school students it was evident our youth is headed in the right direction. Applications poured in during the week-long rodeo event. Positive role models hopeful of a position as a Youth Director, a job with purpose that often times rodeo committees underestimated.

Hundreds of applications continue to pour in each year during the rodeo. The interview process is tedious but a welcomed opportunity for the selection committee. From the stack of applications the new team of IFYR Youth Directors is chosen, often times through heated discussion and positive disagreements on the best candidate for the job. Selecting only six strong individuals is no easy task but one that gives us hope for the future of rodeo and the future of what our young leaders strive to become as adults.

IFYR Youth Directors are the voice and the face of the youth rodeo and rodeo as a lifestyle. Responsible for working the three arenas during each performance their own performances take a back seat. Settling grievances, reinforcing positive attitudes, even the most uncomfortable confrontations fall under the responsibility of a youth director, who must maintain communication as well as strict IFYR rodeo rule enforcement; a job for leaders.

The 2003 Youth Directors are Russellville, Arkansas cowgirl Whitney Baker who will compete in Barrel Racing and Breakaway Roping at the 2003 IFYR. Martha Beagley, Oklahoma cowgirl entered up in Breakaway Roping and Goat Tying, resides in Colbert. Returning 2002 Youth Director Cashe Nesmith also entered up in Breakaway Roping and Goat Tying comes to the IFYR from Dodge City, Kansas. Will Morris is no stranger to the good and bad of youth directorship, following in his sister's footsteps, Dalli a 2001-2002 IFYR Youth Director. The Pleasant Hill, Missouri cowboy also hopes to take home a check in Calf Roping and Team Roping. Another returning youth director, Tate Stratton from Stanley, New Mexico will compete in bull riding. Seagoville, Texas calf roper and team roper Brad Wilkerson makes up the IFYR Youth Director Team.

If you are interested in becoming a youth director be sure to fill out an application. A 2003 Youth Director will be happy to help you.

March Press Release

by Kim Watkins; Lonely Oak Productions
(405) 279-2321

July in Shawnee, Oklahoma may be time for weekends at the lake or summer baseball leagues but for the 300 plus volunteers it is rodeo time. The Heart of Oklahoma Exposition Center and the city of Shawnee hosts the world famous International Finals Youth Rodeo July 12 through 17, 2004. Born from tradition rodeo continues to spread its roots throughout the United States and in the hearts of high school rodeo athletes.

The IFYR continues to lead the industry in high school athletes who travel with trailers in tow some from as far away as Australia. The $250,000 prize money is not the only stakes up for grabs. Trophy saddles and buckles and prizes are awarded to the top cowboy and cowgirl in each event.

Tradition continues with three working arenas promising never a dull moment for the crowd or the rodeo athletes. A practice pen keeps the midnight oil burning with jackpots throughout the week for the die-hard competitor. The western shopping mall gives rodeo fans a cool get away and a taste for the Wild West. Food vendors offer tastes new to the rodeo crowd.

The IFYR invites high school contestants from across the globe to compete in ten rodeo events. For the cowboys there is saddlebronc riding, bareback riding, team roping, steer wrestling, calf roping and bull riding. For the cowgirls, barrel racing, breakaway roping, pole bending, and goat tying. Three arenas simultaneously teeming with rodeo action and two performances each day for five days makes the IFYR the most exciting rodeo event on the planet.

The grand finale wraps up the IFYR on Saturday evening with the crowning of the champions. The top fifteen contestants in each event have earned their way to the top and rope, tie, ride, and race for the trophy saddles and buckles, the money, and the bragging rights.

Just 40 miles east of Oklahoma City the centrally located Heart of Oklahoma Expo Center makes its mark as the best youth rodeo in the world. For more information on the International Finals Youth Rodeo please contact the Heart of Oklahoma Expo Center in Shawnee Oklahoma at 405-275-8020, 800-762-7695, or visit the website at www.ifyr.com

International Finals Youth Rodeo
Matinee Short GO
By Kim Watkins

The committees of the International Finals Youth Rodeo continue to meet the demands of the marketing and public awareness for the week long event. The Heart of Oklahoma Exposition Center has been home to the IFYR for thirteen years. The second Monday in July continues to be reserved for the top high school rodeo athletes in the nation.

The IFYR remains a common denominator for the rodeo industry which have marked their calendars for the 2005 July high school rodeo event. With performances beginning on Monday July 11th, 2005 through Saturday July 16th, 2005, the two daily performances will remain at 9 a.m. and 7:30 p.m.

The IFYR Board has met and declared a time change. The top fifteen in each event will move on into the finals but will compete at a matinee performance time. The Saturday Finals performance or the short go will be moved to 2 p.m. and remains the finale on the 16th of July.

Expo General Manager Ken Etchieson said, "This is a heavy rodeo week and this will make it easier for the kids." The IFYR Board and volunteers is famed for taking care of their contestants. "This is simply better use of the day," said Etchieson. "The kids can make other IPRA rodeos in the area."

The suggestion was brought before the board after the IFYR Youth Directors and sponsors presented the proposal. "This is a better flow for the trade-show and an afternoon for shopping," Etchieson added.

Eager to accommodate the 900 plus contestants and their families the board agreed to the change. The IFYR remains in its traditional calendar week for second week in July with two daily performances. Beginning Monday July 11th through Saturday July 16th the top high school rodeo athletes will compete for more than $200,000 in prizes and cash. Performances begin each morning at 9 a.m. and again each evening at 7:30 p.m. The Saturday short go has found its new home for 2005 at 2 p.m.

For more information on the IFYR please visit our website at www.ifyr.com or call 405-275-7020.

Personnel Press Release

by Kim Watkins; Lonely Oak Productions
(405) 279-2321

They know who they are. They have worked an entire year to make it this far. The contestants of the International Finals Youth Rodeo in Shawnee, Oklahoma have their calendars marked their plans made and the gas tank full for the trip to a week of rodeo action worth over $200,000 in prize money and rodeo gear. Now the rodeo cowboys and cowgirls are ready what about the people that make the rodeo a success for the rodeo fan and the rodeo athlete.

Two segments of rodeo that bring the show together are the volunteers and the rodeo personnel. The IFYR can boast of the top volunteers in the industry and the top personnel ever to manage a rodeo. The IFYR 2004 has made its selection and the personnel is preparing for week of high school rodeo action for another Oklahoma July.

The rodeo personnel from the announcers to the bullfighters are getting ready for an exciting rodeo season but none more exciting than the IFYR. It takes two announcers to keep the crowd in the know for the three working arenas. Longtime IFYR announcer Mark McGee returns as the IFYR announcer. From Valliant, Oklahoma he will partner with Dennard, Arkansas cowboy and International Finals Rodeo announcer Danny Newland on the announcer stand.

Rodeo secretaries, the brains behind the statistics, averages, and scores, are once again Danna Gann of Lonoke, Arkansas and Carissa Stewart of Oklahoma City, Oklahoma.

Rough Stock Judges are Bob Ink of Republic, Ohio and Clayton Macom of Stigler, Oklahoma.

Timed Event judges are Steve Ratchford of Davis, Oklahoma, Rick Chaffin of Ozark, Missouri, Terry Tate of Seiling, Oklahoma, and William Slater from Karns City, Pennsylvania.

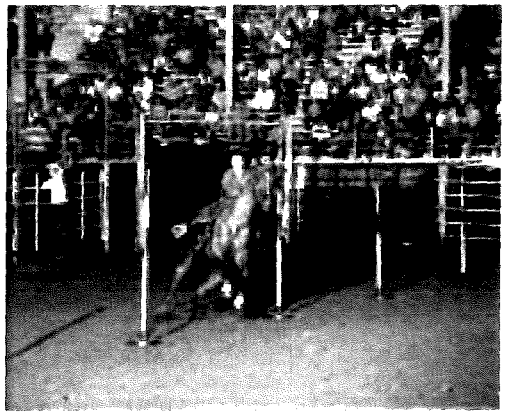
Rodeo Timers are Vanessa Hopson, of Stuttgart, Arkansas, Pam Queen of Oklahoma City, Oklahoma, Charolette Thornton, of Dierks, Arkansas and Ricki Higdon of Jones, Oklahoma. Laura Adair from Stilwell, Oklahoma will serve as alternate timer.

The cowboys lifelines, pickup men and bullfighters are all too important. Pick up men are longtime IFYR pickup man Benny Jordan from Spiro, Oklahoma and Rod Adair, from Stilwel, Oklahoma.

Rickey Thornberry of Negley, Ohio, Chad Dowdy of Depew, Oklahoma and Blaine Beland of Ft. Smith, Arkansas will be IFYR 2004 bullfighters.

The IFYR personnel, some have worked for the IFYR several consecutive years, some are newcomers but no stranger to the great sport of rodeo. Without the personnel rodeo would not serve as a sport for the rodeo fan or as a way of life for the rodeo cowboy.

For more information on the IFYR please call 800-762-7695, 405-275-8020, or visit the website at www.ifyr.com



By Kim Watkins

Whether a fan of barrel racing or not, there are images that come to mind when talking of barrel racing. Dirt flying as horse and rider make the tight turns around three cans set in a clover-leaf pattern, beautiful cowgirls with bright flashy shirts, and shear speed. A cowgirls sport, but a team sport as well. Horse and rider become one and the partnership is usually beyond simply horse and rider but more of a relationship, a friendship.

In the case of International Finals Youth Rodeo cowgirl Katie Blankenship, the partner is Sampson and a family member. A horse is and a girl, what stories are made of, and like most girls Katie and her sisters have a kindred spirit that spans almost two decades. The Blankenship family bought Sampson when he was seven and four daughters later he is one of the family.

Sampson came to his first IPRA sanctioned International Finals Youth Rodeo in Shawnee, Oklahoma ten years ago. He was 15 years old and his rider Sammy Blankenship, the oldest of four, rode Sampson in the pole bending. They made the short go or finals all four years. Along came Jaime. In 1998 she and Sampson came to the IFYR to compete in poles and barrels, also taking home a paycheck.

17 year old Katie Blankenship, a senior from Savannah, Oklahoma took the reins and Sampson back to the IFYR. "He has been here more than most of the parents," laughs mom Alveda. Katie competed in pole bending at the 2004 IFYR continuing the tradition.

Sampson was originally purchased for oldest daughter Sammy. "We paid $2500 for him," said Alveda. "He has paid for himself ten times over." The Blankenships, like many rodeo families kept track of their horses earnings. "I stopped keeping count at $10,000, which was ten years ago," said Alveda. "His winnings have at least tripled."

"A huge heart," said Sammy, now married. "We call him old faithful." Sammy said, "When one of our barrel horses is hurt we take him and we are always in the money." Dad, Kenny Blankenship even headed steers on Sampson. Still a youthful onery streak, Sampson keeps his pride about him, having thrown each member of the Blankenship family including dad.

At 25 years of age the Blankenship's keep Sampson focused on one event to head off injury. Sampson still has a full time job and he does still run the barrels and poles. There is another daughter yet to come up the ranks and make her way to the IFYR on the ever faithful Sampson. Penny Blankenship also rides Sampson.

With the love of his family and the care a senior horse needs and deserves it is likely Sampson will break all the records and give his first mount's children their first run around the rodeo arena. Sammy Blankenship Stone, now with a family of her own, "I hope my daughter can have him when she is ready to playday."

A true member of the family Sampson will never leave the Blankenship home, "They would get rid of me before they would sell Sampson," laughs Katie. "We will never get another Sampson," Katie said as the mood turned somber with just the thought of it. But Sampson is showing no signs of retirement. Shared memories, each Blankenship daughter has stories of Sampson the barrel horse and a kinship, a bond. Katie and Sampson share their favorite drink, Dr. Pepper.

The International Professional Rodeo Association and the International Finals Youth Rodeo recognize the great achievements of rodeo athletes. The four legged athletes merit as much attention. Sampson returned to the IFYR for his tenth consecutive race to the IFYR Championship. We can assume he will return next year for the 2005 IFYR.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is being made and effective the 1st day of February 2009, by and between The Shawnee Civic and Cultural Development Authority, hereinafter referred to as the "Authority," and Tammie Hiatt, hereinafter referred to as "Media Director," (collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the Authority has a need for a media director prior to and during the International Finals Youth Rodeo and Tammie Hiatt has previously served in that capacity for the Authority;

WHEREAS, the Parties desire to enter into an agreement wherein Tammie Hiatt is employed by the Authority effective on the above date to perform such terms of employment as contained within this Agreement, and the Parties hereto desire to commit their Agreement to writing and to be legally bound thereby;

NOW, THEREFORE, in consideration of their mutual promises and covenants contained herein, all parties hereto agree as follows:

1. Employment. [redacted]dia Director for the International Finals Youth [redacted] that capacity. The Media Director's duties will [redacted]ting and distributing results of events, preparing [redacted]arship winners of the International Finals Youth R[redacted]th as directed by the Authority. The Media Direc[redacted]f he is not available, then the Media Director will [redacted]. Hiatt will provide to Mike Jackson a monthly stat[redacted]g done by her and all contacts made by her as a p[redacted]

Tammie Hiatt Articles + Contract

2. SALARY. T[redacted]llars ($400.00) per month salary beginning on t[redacted]hereafter during the terms of this Agreement. It[redacted]he use of an R. V. space and a 10' by 20' booth[redacted] Director will also be included in the Staff clothing.

3. TERMS OF EMPLOYMENT. The term of employment will expire October 30, 2009. During the course of Hiatt employment, she will not engage in or be involved in any act, situation, or occurrence, which tends to subject Hiatt or the Authority to any ridicule, contempt or embarrassment or which reflects unfavorably upon either Hiatt or the Authority. If either Party to this Agreement determines that it will not renew the Agreement,

then that party will give 30 days' written notice to the other Party.

4. VACATION & SICK LEAVE. Vacation and sick leave are not provided as a part of this Agreement.

5. PROFESSIONAL MEETINGS. The costs of any membership or dues in any professional association or meetings that will benefit the Authority must be approved in advance by the Board of Trustees.

6. TERMINATION FOR CAUSE. The Media Director's employment by the Authority may be terminated for cause by the Authority. Termination for cause shall be for any cause, determined by the Authority, which renders her unqualified or unfit to remain in the employ of the Authority in the sole discretion of the Authority. Termination for cause shall be effective immediately upon delivery to the Media Director of a written notice by the Authority.

7. NOTICES. Whenever any notice (ANotice@) is required or provided to be given pursuant to the provisions of this Agreement, such Notice must be in writing. The Notice must be enclosed in a sealed wrapper, properly addressed, and either (i) delivered to and receipt for by a messenger service, with instructions for delivery on the same day or the next day which is not a Saturday or Sunday, or legal holiday, or (ii) deposited with the domestic mail service of the United States Postal Service at a post office or official depository under the care and custody of the United States Postal Service with sufficient postage prepaid, sent by United States registered or certified first class mail, return receipt requested. The addresses to which any Notice is to be sent are as follows:

Tammie Hiatt
115 N. 2nd St.
Henryetta, Oklahoma 74437

Board of Trustees
Shawnee Civic and Cultural Development Authority
1700 West Independence
Shawnee, OK 74804

8. SEVERABILITY. Invalidity of any one or more of the provisions of this Agreement shall not invalidate or affect any of the other provisions hereof, and this Agreement shall be construed, interpreted and enforced in all respects as though such invalid or unenforceable provisions were omitted.

9. AMENDMENT. This Agreement may be amended or modified only by written

consent of the Parties.

10. ENTIRE AGREEMENT. This Agreement supersedes any and all prior agreements regarding the matters contained herein.

11. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors and assigns.

12. APPLICABLE LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY

by: KARL KOZEL, Chairman

TAMMIE HIATT

EMPLOYMENT AGREEMENT

THIS AGREEMENT is being made this 31st day of December 2007, by and between The Shawnee Civic and Cultural Development Authority, hereinafter referred to as the "Authority," and Tammie Hiatt, hereinafter referred to as "Media Director," (collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the Authority has a need for a media director for and during the International Finals Youth Rodeo and Tammie Hiatt has previously served in that capacity for the Authority;

WHEREAS, the Parties desire to enter into an agreement wherein Tammie Hiatt is employed by the Authority effective on the above date to perform such terms of employment as contained within this Agreement, and the Parties hereto desire to commit their Agreement to writing and to be legally bound thereby;

NOW, THEREFORE, in consideration of their mutual promises and covenants contained herein, all parties hereto agree as follows:

1. Employment. Tammie Hiatt agrees to be the Media Director for the International Finals Youth Rodeo and the Authority employs her in that capacity. The Media Director's duties will initially be preparing press releases, posting and distributing results of events, preparing in depth articles on contestants and scholarship winners of the International Finals Youth Rodeo and may change from month to month as directed. The Media Director will report directly to Misty Henson. If she is not available, then the Media Director will report to the Authority's Board of Trustees.

2. SALARY. The Authority will pay Four Hundred Dollars ($400.00) per month salary beginning January 1, 2008 and continuing monthly thereafter during the terms of this Agreement. It is understood that this salary includes the use of an R.V. space and a 10' by 20' booth during the week of the IFYR. The Media Director will also be included in the Staff clothing.

3. TERMS OF EMPLOYMENT. The term of employment will be for one year. Prior to the expiration of the contract, the Parties may review the contract at which time it will either be renewed or allowed to terminate pursuant to its terms. If either Party to this Agreement determines that it will not renew the Agreement, then that party will give 30 days written notice

to the other Party.

4. VACATION & SICK LEAVE. Vacation and sick leave are not provided as a part of this Agreement.

5. PROFESSIONAL MEETINGS. The costs of any membership or dues in any professional association or meetings that will benefit the Authority must be approved in advance by the Board of Trustees.

6. TERMINATION FOR CAUSE. The Media Director's employment by the Authority may be terminated for cause by the Authority. Termination for cause shall be for any cause, determined by the Authority, which renders her unqualified or unfit to remain in the employ of the Authority in the sole discretion of the Authority. Termination for cause shall be effective immediately upon delivery to the Media Director of a written notice by the Authority.

7. NOTICES. Whenever any notice ("Notice") is required or provided to be given pursuant to the provisions of this Agreement, such Notice must be in writing. The Notice must be enclosed in a sealed wrapper, properly addressed, and either (i) delivered to and receipt for by a messenger service, with instructions for delivery on the same day or the next day which is not a Saturday or Sunday, or legal holiday, or (ii) deposited with the domestic mail service of the United States Postal Service at a post office or official depository under the care and custody of the United States Postal Service with sufficient postage prepaid, sent by United States registered or certified first class mail, return receipt requested. The addresses to which any Notice is to be sent are as follows:

Tammie Hiatt

Henryetta, Oklahoma

Board of Trustees
Shawnee Civic and Cultural Development Authority
1700 West Independence
Shawnee, OK 74804

8. SEVERABILITY. Invalidity of any one or more of the provisions of this Agreement shall not invalidate or affect any of the other provisions hereof, and this Agreement shall be construed, interpreted and enforced in all respects as though such invalid or unenforceable provisions were omitted.

9. AMENDMENT. This Agreement may be amended or modified only by written consent of the Parties.

10. ENTIRE AGREEMENT. This Agreement supersedes any and all prior agreements regarding the matters contained herein.

11. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors and assigns.

12. APPLICABLE LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY

by: KARL KOZEL, Chairman

TAMMIE HIATT

International Finals Youth Rodeo to Celebrate 15th Year

By: Tammie Hiatt

When the rodeo action begins at the 2007 edition of the International Finals Youth Rodeo a 15-year milestone will be celebrated. Dubbed as the "richest youth rodeo in the world", the annual July event has become a right of passage for many top cowboys and cowgirls. When you glance down through the past IFYR champions you see names that are now standards in the world of rodeo. A long list of current IFR and NFR contestants and world champions have all come through the arenas of the IFYR. All-round cowboys Ryan Jarrett and Trevor Brazile as well as professional barrel racers Jackie Dube and Janae Ward have all earned titles at Shawnee, OK.

The now "giant" rodeo event had a humble beginning with less than ten sponsors and a meager contestant roster. The present day production boasts major corporate sponsorship involvement, a contestant list that numbers well over 1200 entries, and a payoff of over $200,000. Since the first IFYR in 1993, it is estimated that over $2.6 million dollars have been won at the Heart of Oklahoma Expo Center.

There are many interesting aspects to the rodeo in addition to the actual competition. The Heart of Oklahoma Expo Center turns into a city within a city. When a contestant arrives on the grounds a member of the check-in committee will greet him. This committee gathers the information they need from the contestant and then sends him on to the stalling area where he is greeted and assisted in finding his horses' accommodations for the week. Then, if he is staying in the campgrounds, he will be assisted in finding his camping area and then settled in. A troop of volunteers is always available to answer general questions and lend a helping hand. A message center, that is the communication hub during the contestant's stay in Shawnee, is also manned by a band of volunteers. Stock draws, positions, and results are posted in the message center making it one of the busiest places during rodeo week. The volunteer base numbers well over 500 people and now includes parents of former contestants that were so taken with the event that they now plan their annual vacation around the rodeo.

The stock required producing the 11-performance rodeo turns the Expo Center into a virtual stockyard. Contracts will be awarded for 130 head of roping calves, 100 head of breakaway calves, 120 head of team roping steers, 80 head of steer wrestling steers, 80 head of goats, 130 bucking horses, and 120 bucking bulls. Bids sheets and additional information for potential stock contractors may be obtained from The Heart of Oklahoma Expo Center or by calling 1-800-762-7695. The deadline for bidding is March 1, 2007. Personnel resumes for announcers, secretaries, judges, timers, bullfighters, pick-up men and arena directors will also be accepted until March 1, 2007.

Cowboys and cowgirls who have completed their first year of high school or equivalent are eligible to enter the 15th Annual International Finals Youth Rodeo, July 9 – 14, 2007 and experience first hand the competition that begins the championship tradition.

INTERNATIONAL FINALS YOUTH RODEO

We're Ready….Are You?

By: Tammie Hiatt

The wheels are in motion for the 15th International Finals Youth Rodeo which will take place July 9 – 14, 2007 at the Heart of Oklahoma Expo Center in Shawnee, OK. Actually it's more like the "calm before the storm" as deadlines are rapidly approaching for some areas and have passed for others.

STOCK & PERSONNEL

By April 1, the IFYR personnel will have been selected as well as the stock contractors and stock. The personnel positions that will be chosen include Announcers, Secretaries, Judges, Timers, Bullfighters, Pick-up Men, and Arena Directors. The selected candidates will work two rodeo performances daily and the short go on Saturday which features the top 15 contestants. The IFYR personnel's days begin with a 9:00 a.m. performance followed by a 7:30 p.m. performance for five days. Considering the fact that Oklahoma's temperature in July usually surpasses the century mark on the thermometer, the personnel are a genuinely dedicated crew of professionals.

The stock required to put on a rodeo of this magnitude turns the Expo grounds into a virtual stockyard. The number of stock needed for the draws include 130 head of tie-down calves, 100 head of breakaway calves, 120 head of team roping steers, 80 head of steer wrestling steers, 80 head of goats, 130 head of bucking horses and 120 head of bucking bulls. All of the stock is inspected by the rodeo judges and the IFYR veterinarian before the stock is drawn or the pens are set. The bucking stock is carefully chosen to accommodate the caliber of the contestants competing. Stock contractors are required to bring 15-18 point saddle bronc horses, 16-19 point bareback horses and 16-20 point bulls. The bulls are required to weigh less than 1500 lbs., helping to level the playing field between the young cowboys and the bull.

TEAM COMPETITION

The IFYR team concept was added to increase excitement and add yet another element of competition for the contestants and team sponsors. A total of 40 teams will be taken and team entries are currently being accepted. Each team pays a $100 entry fee and earns 15 points for first in the round through 1 point for 15th in the round. The winning team receives $1,000; the second place team earns $750, third wins $500, and fourth gets $250.

OPEN ENTRIES

Open entries will be taken beginning April 2, 2007. Entry information will be available for download on the website www.ifyr.com. The number of entries annually exceeds 1,100 with a waiting list, so contestants are urged to get their entries in early to insure they are accepted.

COMMITTEES, COMMITTEES, COMMITTEES....

You can bet "this ain't their first rodeo" when you observe the organization of the many committees that handle the increased population of the Heart of Oklahoma Expo Center. There is a stalling committee that handles the equine accommodations, a campground committee that handles on site camping. A dance committee provides for "after rodeo" social activities. A message center committee handles the communications tasks during the busy week making sure everyone is up to date on necessary information. The welcome committee greets everyone upon their arrival and makes them feel at home. The sponsor committee works to secure sponsorships on all levels for the IFYR. The hospitality committee takes care of special needs for contestants and their families during their stay and probably the most important committee is the one responsible for the lifesaving golf carts that makes commuting around the Expo grounds much easier.

More Information

If you need further information on the "world's richest youth rodeo", you can contact the Heart of Oklahoma Expo Center at 800-762-7695.

Lonoke, AR scored 225 points on three head to take the championship in the saddle bronc riding. West collected $1,564.92 for his weeks work.

Amy Outhier of Weatherford, OK claimed her second goat tying championship. Outhier tied her three goats in 23.1 seconds and added $4,662.79 to her college fund. Justin Anderson of Sperry, OK topped the field of bareback riders by scoring 236 points on three head of stock. Justin collected $2,365.09 for his rides. Cheyenne Motley of Van Alstyne, TX earned $3,069.75 to claim the breakaway roping championship. Motley got her three calves roped in 7.8 seconds. Kendra Bray of Wetumka, OK emerged the champion pole bender turning in a total time on three runs of 59.910 seconds. Bray earned $4,729.72 for her efforts.

The 2007 edition of the International Finals Youth Rodeo will take place July 9 – 14 at the Heart of Oklahoma Expo Center. Personnel resumes for announcers, secretaries, judges, times, bullfighters, pick-up men, and arena directors will be accepted until March 1, 2007. Bid sheets for potential stock contractors will also be taken until March 1, 2007. Stock requirements can be obtained from the Heart of Oklahoma Expo Center at 800-762-7695.

IFYR Youth Directors

The Spokes of the Wheel

By: Tammie Hiatt

The thought of over 1,000 high school age cowboys and cowgirls assembled in one location for an entire week of rodeo competition is enough to make any adult shudder, but when you discover that a major portion of the decision makers for the event are a selected group of these kids, you might think the producers have gone completely crazy.

But when the International Finals Youth Rodeo held its inaugural event in Shawnee, OK 15 years ago, the Youth Director program was implemented and has proved to be a strong asset to the "richest youth rodeo in the world". During the initial planning stages of the IFYR, the rodeo committee wanted to really get the kids involved with "their" rodeo and play an important role.

The Youth Director Program that was developed actually puts these kids in the arenas acting as liaisons between the contestants and the rodeo judges concerning any disputes that may arise. The program has grown from the original four directors to a team of six that are carefully chosen through an extensive interview process.

All IFYR contestants are encouraged to apply and now an entire day is needed to interview all of the prospective candidates due to the popularity of the program.

Serving as an IFYR Youth Director is much more than just what goes on in the arena, with so much responsibility placed on their shoulders, what life lessons do the Youth Directors feel they will learn during their tenure?

"I have a friend who was a Youth Director and it sounded pretty interesting," said Jayma Black of Diamond, MO. "I feel my leadership skills will be stronger after this experience." Jake Mullens of Valliant, OK also became familiar with the program through a cousin, Cody Donaldson, who was a former director. "I will gain a lot of experience being part of a team and learn to help others better," said Mullens. Austin Crawshaw of West, TX is definitely the member of the group with the outgoing sense of humor. "I feel I will come away from the program with a better sense of organization and responsibility. I also feel that I am part of the outcome of this rodeo and its economic impact. This will also look great on a resume," Austin reflects.

Lacey Hutson of Poolville, TX feels being a Youth Director will help her overcome her shyness and bring her out of her shell. "I need to work on my people skills and I feel this will really help," replied Lacey. "I'm also looking forward to the strong bond that will form between us." Steer wrestler Levi Worley of Rocky Face, GA relates what he will leave with, "I really liked the rodeo and was convinced to get involved. Being a Youth Director is a good leadership role. I will get to see a lot of different situations and problems and be part of the decisions that are made." Reagan Domer of Topeka, KS had first hand experience of the Youth Director program, "My sister was a director and I saw how good it was. I'll learn a lot about handling responsibility, there's a lot that lies in your hands as a Youth Director."

The 2007 IFYR Youth Directors had the opportunity to spend time together while attending the International Finals Rodeo in Oklahoma City in January. This opportunity gave the group a chance to get to know one another and start to bond as a team. They have each experienced the hectic schedule of the IFYR week and know a little of what to expect. They will start off each day with the 9 o'clock rodeo performance carrying sponsor flags in the grand entry, then immediately head to their respective arenas to monitor the competition. After the performance they meet with the judges to resolve any disputes or questions and then get to any promotional appearances that may be scheduled and then it's time to grab a quick meal and prepare for the evening performance. Add to the fact that in Oklahoma in July, the temperature is usually at least 100 degrees and the directors are in full dress code. In addition to doing their Youth Director duties, they have to keep their minds focused on the events they will be competing in as well.

Any doubts that may have existed about the young people being involved with the running of this rodeo should be laid to rest after hearing the views and opinions of the 2007 team of Youth Directors.

Eleven performances of rodeo action kicks off on July 9-14 at the Heart of Oklahoma Expo Center in Shawnee. If you would like to get involved with the rodeo action or just sit in the stands and cheer on your favorite contestant, call 800-762-7695 for more information.

International Finals Youth Rodeo to Celebrate 15th Year

By: Tammie Hiatt

When the rodeo action begins at the 2007 edition of the International Finals Youth Rodeo a 15-year milestone will be celebrated. Dubbed as the "richest youth rodeo in the world", the annual July event has become a right of passage for many top cowboys and cowgirls. When you glance down through the past IFYR champions you see names that are now standards in the world of rodeo. A long list of current IFR and NFR contestants and world champions have all come through the arenas of the IFYR. All-round cowboys Ryan Jarrett and Trevor Brazile as well as professional barrel racers Jackie Dube and Janae Ward have all earned titles at Shawnee, OK.

The now "giant" rodeo event had a humble beginning with less than ten sponsors and a meager contestant roster. The present day production boasts major corporate sponsorship involvement, a contestant list that numbers well over 1200 entries, and a payoff of over $200,000. Since the first IFYR in 1993, it is estimated that over $2.6 million dollars have been won at the Heart of Oklahoma Expo Center.

There are many interesting aspects to the rodeo in addition to the actual competition. The Heart of Oklahoma Expo Center turns into a city within a city. When a contestant arrives on the grounds a member of the check-in committee will greet him. This committee gathers the information they need from the contestant and then sends him on to the stalling area where he is greeted and assisted in finding his horses' accommodations for the week. Then, if he is staying in the campgrounds, he will be assisted in finding his camping area and then settled in. A troop of volunteers is always available to answer general questions and lend a helping hand. A message center, that is the communication hub during the contestant's stay in Shawnee, is also manned by a band of volunteers. Stock draws, positions, and results are posted in the message center making it one of the busiest places during rodeo week. The volunteer base numbers well over 500 people and now includes parents of former contestants that were so taken with the event that they now plan their annual vacation around the rodeo.

The stock required producing the 11-performance rodeo turns the Expo Center into a virtual stockyard. Contracts will be awarded for 130 head of roping calves, 100 head of breakaway calves, 120 head of team roping steers, 80 head of steer wrestling steers, 80 head of goats, 130 bucking horses, and 120 bucking bulls. Bids sheets and additional information for potential stock contractors may be obtained from The Heart of Oklahoma Expo Center or by calling 1-800-762-7695. The deadline for bidding is March 1, 2007. Personnel resumes for announcers, secretaries, judges, timers, bullfighters, pick-up men and arena directors will also be accepted until March 1, 2007.

Cowboys and cowgirls who have completed their first year of high school or equivalent are eligible to enter the 15th Annual International Finals Youth Rodeo, July 9 – 14, 2007 and experience first hand the competition that begins the championship tradition.

INTERNATIONAL FINALS YOUTH RODEO

We're Ready....Are You?

By: Tammie Hiatt

The wheels are in motion for the 15th International Finals Youth Rodeo which will take place July 9 – 14, 2007 at the Heart of Oklahoma Expo Center in Shawnee, OK. Actually it's more like the "calm before the storm" as deadlines are rapidly approaching for some areas and have passed for others.

STOCK & PERSONNEL

By April 1, the IFYR personnel will have been selected as well as the stock contractors and stock. The personnel positions that will be chosen include Announcers, Secretaries, Judges, Timers, Bullfighters, Pick-up Men, and Arena Directors. The selected candidates will work two rodeo performances daily and the short go on Saturday which features the top 15 contestants. The IFYR personnel's days begin with a 9:00 a.m. performance followed by a 7:30 p.m. performance for five days. Considering the fact that Oklahoma's temperature in July usually surpasses the century mark on the thermometer, the personnel are a genuinely dedicated crew of professionals.

The stock required to put on a rodeo of this magnitude turns the Expo grounds into a virtual stockyard. The number of stock needed for the draws include 130 head of tie-down calves, 100 head of breakaway calves, 120 head of team roping steers, 80 head of steer wrestling steers, 80 head of goats, 130 head of bucking horses and 120 head of

bucking bulls. All of the stock is inspected by the rodeo judges and the IFYR veterinarian before the stock is drawn or the pens are set. The bucking stock is carefully chosen to accommodate the caliber of the contestants competing. Stock contractors are required to bring 15-18 point saddle bronc horses, 16-19 point bareback horses and 16-20

point bulls. The bulls are required to weigh less than 1500 lbs., helping to level the playing field between the young cowboys and the bull.

TEAM COMPETITION

The IFYR team concept was added to increase excitement and add yet another element of competition for the contestants and team sponsors. A total of 40 teams will be taken and team entries are currently being accepted. Each team pays a $100 entry fee and earns 15 points for first in the round through 1 point for 15th in the round. The winning team receives $1,000; the second place team earns $750, third wins $500, and fourth gets $250.

OPEN ENTRIES

Open entries will be taken beginning April 2, 2007. Entry information will be available for download on the website www.ifyr.com. The number of entries annually exceeds 1,100 with a waiting list, so contestants are urged to get their entries in early to insure they are accepted.

COMMITTEES, COMMITTEES, COMMITTEES....

You can bet "this ain't their first rodeo" when you observe the organization of the many committees that handle the increased population of the Heart of Oklahoma Expo Center. There is a stalling committee that handles the equine accommodations, a campground committee that handles on site camping. A dance committee provides for "after rodeo" social activities. A message center committee handles the communications tasks during the busy week making sure everyone is up to date on necessary information. The welcome committee greets everyone upon their arrival and makes them feel at home. The sponsor committee works to secure sponsorships on all levels for the IFYR. The hospitality committee takes care of special needs for contestants and their families during their stay and probably the most important committee is the one responsible for the lifesaving golf carts that makes commuting around the Expo grounds much easier.

More Information

If you need further information on the "world's richest youth rodeo", you can contact the Heart of Oklahoma Expo Center at 800-762-7695.

International Finals Youth Rodeo

- ✓ ***Selects Personnel***
- ✓ ***Chooses Stock Contractors***
- ✓ ***Opens Entries***

The "to do" list just got a little shorter for the IFYR rodeo committee with the selection of the personnel and stock contractors for the 15th edition of ***"the world's richest high school rodeo"***, now complete.

The contestants will be in good hands as several veteran IFYR personnel will again be in Shawnee, OK for the 11 performance rodeo. Danna Gann and Carissa Stewart will expertly handle the rodeo secretary duties. Both ladies are well versed in the business and will manage the multitude of scores and times that will ultimately decide the 2007 champions. Mark McGee and Jim Pugh will call the action in the three arenas keeping everyone up to date on scores and times, as well as recognizing the many sponsors that are involved with the success of the IFYR.

Clayton Macom and Ronnie Barnett have been selected as the judges for the rough stock arena. In the timed event arena, Terry Tate and Tedd Dunn will serve as flag judges and Rick Chaffin will be the line judge. Steve Ratchford will be the flag judge in arena number two.

The ladies handling the timer duties include Sherry Sumner, Pam Queen, Heather Wilf-Gann, Vanessa Hopson, and Charlotte James. Shawn Scroggins, Ricky Thornberry, and Rob Gann will be the IFYR bull fighters. The rough stock arena cowboys will have two of the best pick-up men in the business, Benny Jordan and Rod Adair, helping them safely to the ground.

Stock for the IFYR will be provided by Phil Sumner, Greg Luther, Justin Harrell and legendary steer wrestler, Roy Duvall.

Entries are open to all 9th, 10th, 11th, and 12th grade students. Entry fees are $100 per event and the open entry deadline is June 5, 2007. Performances run daily beginning on July 9th at 9:00 a.m. and again at 7:30 p.m., with the short round on Saturday, July 14 at 2:00 p.m. The champions will be announced and awards presented immediately following the short round.

If you want your chance to run at the $55,000 added money at the International Finals Youth Rodeo in Shawnee, OK, now is the time to get your entry in the mail before the

events fill up. You can download an open-entry form by going to www.shawneeexpo.org and click on the "IFYR" link.

Advance tickets are $6.00 each and $8.00 at the gate, children's tickets is $4.00 at the gate. For more information call the Heart of Oklahoma Expo at 800-762-7695.

International Finals Youth Rodeo

- ✓ ***Selects Personnel***
- ✓ ***Chooses Stock Contractors***
- ✓ ***Opens Entries***

The "to do" list just got a little shorter for the IFYR rodeo committee with the selection of the personnel and stock contractors for the 15th edition of ***"the world's richest high school rodeo"***, now complete.

The contestants will be in good hands as several veteran IFYR personnel will again be in Shawnee, OK for the 11 performance rodeo. Danna Gann and Carissa Stewart will expertly handle the rodeo secretary duties. Both ladies are well versed in the business and will manage the multitude of scores and times that will ultimately decide the 2007 champions. Mark McGee and Jim Pugh will call the action in the three arenas keeping everyone up to date on scores and times, as well as recognizing the many sponsors that are involved with the success of the IFYR.

Clayton Macom and Ronnie Barnett have been selected as the judges for the rough stock arena. In the timed event arena, Terry Tate and Tedd Dunn will serve as flag judges and Rick Chaffin will be the line judge. Steve Ratchford will be the flag judge in arena number two.

The ladies handling the timer duties include Sherry Sumner, Pam Queen, Heather Wilf-Gann, Vanessa Hopson, and Charlotte James. Shawn Scroggins, Ricky Thornberry, and Rob Gann will be the IFYR bull fighters. The rough stock arena cowboys will have two of the best pick-up men in the business, Benny Jordan and Rod Adair, helping them safely to the ground.

Stock for the IFYR will be provided by Phil Sumner, Greg Luther, Justin Harrell and legendary steer wrestler, Roy Duvall.

Entries are open to all 9th, 10th, 11th, and 12th grade students. Entry fees are $100 per event and the open entry deadline is June 5, 2007. Performances run daily beginning on July 9th at 9:00 a.m. and again at 7:30 p.m., with the short round on Saturday, July 14 at 2:00 p.m. The champions will be announced and awards presented immediately following the short round.

If you want your chance to run at the $55,000 added money at the International Finals Youth Rodeo in Shawnee, OK, now is the time to get your entry in the mail before the events fill up. You can download an open-entry form by going to www.shawneeexpo.org and click on the "IFYR" link.

Advance tickets are $6.00 each and $8.00 at the gate, children's tickets is $4.00 at the gate. For more information call the Heart of Oklahoma Expo at 800-762-7695.

CONTESTANTS CASH IN AT IFYR

By: Tammie Hiatt

If you have never made the trip to Shawnee, OK to witness first hand the International Finals Youth Rodeo you have truly missed a rodeo that is second to none. Having earned the title, "the richest youth rodeo in the world", high school age contestants are not just competing for bragging rights and championship titles, but serious big bucks.

With a payout of over $200,000 in 2006, this is a rundown of what a first place go round check in each event paid:

Barrel Racing	$1,710.28
Pole Bending	$1,427.84
Team Roping	$1,345.50 / man
Tie Down Roping	$1,602.64
Bareback Riding	$ 669.76
Bull Riding	$1,251.20
Saddle Bronc Riding	$ 618.24
Goat Tying	$1,538.24
Breakaway Roping	$1,620.58
Steer Wrestling	$1,133.44

In addition to a great return at the pay window, the event winners also receive custom trophy saddles and buckles as well as an Cinch or Cruel Girl wardrobe. A photo shoot is also on the table for event champions as they participate in a national ad campaign for the popular clothing line.

The all-around cowboy and cowgirl also receive the use of a trophy gooseneck horse trailer for one year. Tuf Cooper of Decatur, TX earned the 2006 All-Around Cowboy title with earnings in excess of $6,800. Cooper collected $4,438.08 in the tie-down roping and $2,380.50 in the team roping to top the field of cowboys for the all-around title. Devin Caddell of Devine, TX claimed the 2006 All-Around Cowgirl title. Devin earned $4,012.58 in the barrel racing and $280.49 in the breakaway roping bringing her weeks winnings to $4,293.07.

The winner of the bull riding average was Skeeter Kingsolver of McLouth, KS. He earned a total of $3,597.20 during his first trip to the IFYR and turned in scores of 234 points on three head of bulls. The team of Robert Gassaway of Tahlequah, OK and Houston Harris of Blanchard, OK claimed the championship in the team roping earning $2,380.50. The pair was 21.9 seconds on three head. Tyler Eaves of Titus, AL left Shawnee with the steer wrestling championship. Eaves picked up $3,276.35 and was 12.9 seconds on three head. Tie-down roper, Tuf Cooper of Decatur, TX captured the championship by getting his hands in the air in 26.7 seconds on three head. Tyler West of

All Systems are *"GO"* For 16th International Finals Youth Rodeo

By: Tammie Hiatt

Where else but Shawnee, OK can you have the chance to enter a high school rodeo that offers $55,000 added money, eleven performances, three arenas, trophy saddles, buckles and most importantly….big paychecks! Also available for the graduating seniors is the opportunity to attend their first year of college on Cinch and Cruel Girl by winning one of the two $2,500 scholarships. As the 2007 IFYR Champion Team Roping Header, Rodee Walvern summed it up, ***"the IFYR is the "Cheyenne" of high school rodeo."*** We couldn't have said it better!

Welcoming an average of over 1,000 contestants each July, the task of processing this volume of cowboys and cowgirls can only be handled by the most experienced in the rodeo business. The personnel selected for the 16th edition of the International Finals Youth Rodeo includes the best that the parent association, the International Pro Rodeo Association has to offer. Danna Gann and Carissa Stewart have again been selected as the IFYR Rodeo Secretaries. These ladies are very experienced at processing the scores and times that will ultimately decide the '08 champions.

Rodeo announcers Mark McGee and Jim Pugh will call the action as it unfolds in each of the three arenas. Clayton Macom and Ronnie Barnett will handle the rough stock judging duties, while Terry Tate, Ted Dunn, and Steve Ratchford will act as flag judges. Tom Osburn will take care of the line judge's duties.

The task of timing each and every contestant's performance falls in the capable hands of Heather Wilf-Gann, Beth Kidd, Charlotte Janes, Jody Wright, Sherry Sumner, and Mary Ann Barnett.

The bullfighters for IFYR16 will include Rob Gann, Ricky Thornberry, and Chad Dowdy. Veteran pick-up men Benny Jordan and Rod Adair will help the rough stock cowboys safely to the ground.

The action begins July 14 – 19 with performances daily at 9:00 a.m. and 7:30 p.m. The championship round will be 2:00 p.m. July 19. Entries opened April 1, 2008 and will close June 9, 2008. All contestants that are currently in 9th, 10th, 11th, and 12th grade are eligible for entry. Entry fees are $100 per event and entry blanks may be downloaded at www.ifyr.com . For more information call the Heart of Oklahoma Expo at 800-762-7695.

The International Finals Youth Rodeo.... More Than a Rodeo

Tammie Hiatt

The International Finals Youth Rodeo in Shawnee, OK offers more than just 11 performances of rodeo action, more than just three arenas running simultaneously, more than a $200,000 payoff offered to the up and coming rodeo athletes in the country, it's a life changing experience. For the six individuals that serve as the IFYR Youth Directors, the third week in July will be something to remember.

The concept of having a group of high school age "directors" calling a majority of the shots at the "richest high school rodeo in the world" started 16 years ago. It was intended to get the kids involved in "their" rodeo and to have a say in how things were done. Over the years the program has expanded from the original four youth directors to six. There are two youth directors posted in each of the three arenas monitoring the intense competition. Should a question or dispute arise, the directors' step in and act as a liaison between the contestant and the judges and work to resolve the issue.

The director's duties don't stop once the arena action has ended for the day, with over 1,000 high school kids in one location, strict policies must be adhered to and it's often the IFYR Youth Directors that are called upon to make some tough decisions regarding a contestant's actions.

A youth director's day starts early in the morning preparing for the first rodeo performance that starts at 9 a.m., they have a brief meeting with the judges and rodeo secretaries before they ride in the grand entry. Then it's off to their respective arenas to monitor the competition. At the end of the performance they meet again with the judges and then it's off for a little "r and r" before any promotional appearances that may be scheduled take place. Soon it's time to gear up for the evening performance, grand entry, competition, recap with the judges and off to the rodeo dance. If you think this sounds like a full day, don't forget to factor in that it is usually over 100 plus degrees in Oklahoma in July or that drought-busting thunderstorm the weathermen have been speculating about decides to hit IFYR week.

But, as they say, the show must go on and this year's roster of youth directors is ready for the task at hand. They had a chance to get together at the International Finals Rodeo in Oklahoma City in January and hang out together for the week, see the sights and get to know one another. The unique bond that forms between the IFYR Youth Directors forms almost immediately and it is easy to predict how well this group will work together.

Levi Worley of Rocky Face, GA is serving his second term as a youth director. "I had a lot of fun last year. I wanted to serve again and to make some suggestions on how to make the rodeo better from things I experienced last year. I am a senior this year and plan to get a degree in Agriculture and continue rodeoing. Being a youth director was a great learning experience."
Kelli Bilyeu, the youngest of the Missouri trio, is a tenth grader from Ava, MO. "I was excited to be selected as a youth director. I think this will be a good educational experience and I can take these life lessons with me to college. I hope to study Equine Science and become an equine therapist. I also plan to rodeo in college."

Blair Davis is a junior from Lake City, FL. "Being a youth director is about public relations, and that is right up my alley. I like talking about what I like to do. I plan to pursue Ag. Communications in college and then work in rodeo public relations."

Ashtin Green, the lone Okie of the group, is a junior from Byars, OK. "The IFYR is a really great rodeo and being a youth director is a great way to be a part of it. It's a chance to be a voice for other kids and a great opportunity to learn. To me, it's an honor to have been selected."

Jessie Pratt, another member of the Missouri trio, is a senior from Stoutsville, MO. "I like to be involved and help. I like to help answer questions and solve problems. I want to see this rodeo grow and know that I was a part of it."

Lauren McDonald, who is the final member of the Missouri triangle and also a senior, hangs her hat at Columbia, MO. "I think serving as a youth director will be a great personal experience. I want to be an equine veterinarian and I think the leadership skills I get from this will help me in college and in this profession."

For more information on the "richest high school rodeo in the world" visit the website www.ifyr.com.

KOLT DONALDSON

IFYR Graduate is PBR's Newest Star

Tammie Hiatt

Kolt Donaldson of Idabel, OK is living his dream and having the time of his life. If you call the 19-year-old Ranger, TX Junior College freshman's cell phone and catch him in class you will hear, "This is Kolt Donaldson, Idabel, OK and I'm probably riding a Brahma bull to 90 points, but as soon as I get the hair picked out of my spurs and sign a few autographs for these fine young ladies, I'll call you right back." It's easy to see that bull riding is never far from Kolt's mind. "Kolt has planned to be a professional bull rider his entire life, that's all he has ever wanted to do," related Kelly Donaldson, Kolt's mother.

In 2007 Kolt made his final appearance at the International Finals Youth Rodeo, a rodeo he had literally grown up attending. His parents Chock & Kelly Donaldson owned and operated 44 Bar Rodeo Company which supplied stock to the IFYR for several years. "Kolt has been at the IFYR since he was in diapers," said Kelly. "I'm sad we won't be going this year to watch any of the boys compete."

Kolt finished the 15th edition of the "world's richest high school rodeo" as the number two man in the bull riding average. "The IFYR is a very professional rodeo. It gets you prepared to move on up. You learn how to take care of business there. I competed three years at that rodeo and my brother, Kody, served as a youth director," said Kolt. "This will be my first year to miss it in a long time."

Donaldson recently realized one of his life-long dreams when he was added to the PBR's Built Ford Tough Series roster. Kolt has been competing at the challenge events trying to earn his way to the PBR's big league and has learned just how rough the road to success can be. "A bull stepped on the back of my head at a challenger event in Durant last May. It crushed my nasal cavity and I had to have surgery to repair it. I was fine by the IFYR, but I had two black eyes at graduation," Kolt recalls. "That's the worst injury I have had."

The Challenger Tour Championship in Oklahoma City in February marked the turning point in Donaldson's bull riding career. Kolt won the first round of the qualifier round with a 90.25 point ride and came back in the second round to earn third with an 88 point ride to win the average in the qualifying event. "I had some really good bulls in the qualifying rounds. I went on to split third and fourth with L.J. Jenkins in the first round of the championship rounds. I won $30,000 and that got me a seat on the Built Ford Tough Series."

The devout Christian cowboy is also a published poet. "I'm not sure what got me started writing poetry," Kolt admits. "It was just something I started doing when I was younger. My poems are about Jesus and bull riding."
To most, it would appear that Donaldson has achieved his lifelong goal of becoming a professional bull rider, but Kolt sees it differently, "No, I haven't reached my goal yet; I want a gold buckle around my waist."

Kolt is just one example of the 1,000+ entries that come through the arena in Shawnee, OK at the International Finals Youth Rodeo. These talented young cowboys and cowgirls offer up a virtual ocean of stories as well as immense rodeo talents. The IFYR is extremely proud of their graduates and the chance to have been a part of their lives and their rodeo goals.

The 2008 edition of the International Finals Youth Rodeo takes place July 14 – 19 with performances daily at 9 a.m. and 7:30 p.m... Open entries begin April 1 and are available online at www.shawneeexpo.org.

IFYR Youth Directors
The Spokes of the Wheel

By: Tammie Hiatt

The thought of over 1,000 high school age cowboys and cowgirls assembled in one location for an entire week of rodeo competition is enough to make any adult shudder, but when you discover that a major portion of the decision makers for the event are a selected group of these kids, you might think the producers have gone completely crazy.

But when the International Finals Youth Rodeo held its inaugural event in Shawnee, OK 15 years ago, the Youth Director program was implemented and has proved to be a strong asset to the "richest youth rodeo in the world". During the initial planning stages of the IFYR, the rodeo committee wanted to really get the kids involved with "their" rodeo and play an important role.

The Youth Director Program that was developed actually puts these kids in the arenas acting as liaisons between the contestants and the rodeo judges concerning any disputes that may arise. The program has grown from the original four directors to a team of six that are carefully chosen through an extensive interview process. All IFYR contestants are encouraged to apply and now an entire day is needed to interview all of the prospective candidates due to the popularity of the program.

Serving as an IFYR Youth Director is much more than just what goes on in the arena, with so much responsibility placed on their shoulders, what life lessons do the Youth Directors feel they will learn during their tenure?

"I have a friend who was a Youth Director and it sounded pretty interesting," said Jayma Black of Diamond, MO. "I feel my leadership skills will be stronger after this experience." Jake Mullens of Valliant, OK also became familiar with the program through a cousin, Cody Donaldson, who was a former director. "I will gain a lot of experience being part of a team and learn to help others better," said Mullens. Austin Crawshaw of West, TX is definitely the member of the group with the outgoing sense of humor. "I feel I will come away from the program with a better sense of organization and responsibility. I also feel that I am part of the outcome of this rodeo and its economic impact. This will also look great on a resume," Austin reflects.

Lacey Hutson of Poolville, TX feels being a Youth Director will help her overcome her shyness and bring her out of her shell. "I need to work on my people skills and I feel this will really help," replied Lacey. "I'm also looking forward to the strong bond that will form between us." Steer wrestler Levi Worley of Rocky Face, GA relates what he will leave with, "I really liked the rodeo and was convinced to get involved. Being a Youth Director is a good leadership role. I will get to see a lot of different situations and problems and be part of the decisions that are made." Reagan Domer of Topeka, KS had first hand experience of the Youth Director program, "My sister was a director and I saw

how good it was. I'll learn a lot about handling responsibility, there's a lot that lies in your hands as a Youth Director."

The 2007 IFYR Youth Directors had the opportunity to spend time together while attending the International Finals Rodeo in Oklahoma City in January. This opportunity gave the group a chance to get to know one another and start to bond as a team. They have each experienced the hectic schedule of the IFYR week and know a little of what to expect. They will start off each day with the 9 o'clock rodeo performance carrying sponsor flags in the grand entry, then immediately head to their respective arenas to monitor the competition. After the performance they meet with the judges to resolve any disputes or questions and then get to any promotional appearances that may be scheduled and then it's time to grab a quick meal and prepare for the evening performance. Add to the fact that in Oklahoma in July, the temperature is usually at least 100 degrees and the directors are in full dress code. In addition to doing their Youth Director duties, they have to keep their minds focused on the events they will be competing in as well.

Any doubts that may have existed about the young people being involved with the running of this rodeo should be laid to rest after hearing the views and opinions of the 2007 team of Youth Directors.

Eleven performances of rodeo action kicks off on July 9-14 at the Heart of Oklahoma Expo Center in Shawnee. If you would like to get involved with the rodeo action or just sit in the stands and cheer on your favorite contestant, call 800-762-7695 for more information.

Regular Board of Commissioners **2. c.**

Meeting Date: 08/06/2012

Emergency snow removal bid request

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Request authorization to solicit bids for emergency snow removal agreement.

Attachments

Request for Bid

Packet Snow Removal

City of Shawnee Memorandum

To: Honorable mayor and City Commissioners

Through: Brian McDougal, City Manager

From: Donald D. Lynch, Emergency Management Director

Date: August 1, 2012

Re: Request to advertise for RFPs for Snow and Ice Removal Assistance

---

I am writing to request permission for staff to advertise for proposals to provide snow and ice removal assistance for city streets. This will provide for assistance to the streets department during snow and ice emergencies.

Attached is a copy of the specifications document for your review.

Thank you for your favorable attention to this request.

PROPOSAL DOCUMENTS
FOR
SNOW AND ICE REMOVAL
ON SHAWNEE CITY STREETS

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

Mayor
Linda Peterson

Board of City Commissioners

Pam Stephens
Frank Sims
James Harrod
Billy Collier
John Winterringer
Steve Smith

CITY OF SHAWNEE OKLAHOMA

NOTICE TO PROSPECTIVE CONTRACTORS FOR THE REMOVAL OF SNOW AND ICE FROM THE STREETS OF THE CITY OF SHAWNEE

Notice is hereby given that the City of Shawnee desires to receive proposals for the removal of snow and ice from city streets within the City of Shawnee. The intent of this project is to augment City streets crews.

Prospective contractors may obtain Proposal Documents in the Office of the City Clerk, City Hall Building, 16 W. 9th, Shawnee, Oklahoma 74801, and shall sign the Proposal Documents Receipt List.

A mandatory Pre-Proposal Conference is scheduled for 10:00 AM on August 31 at the City Commission Chambers located in Shawnee City Hall, 16 West 9th Street, Shawnee, OK 74801.

Proposals shall be based upon the Plans and Specifications and other documents in the Proposal Documents Package. Proposals will be received in the Office of the City Clerk, 16 W. 9th, Shawnee, Oklahoma 74801, by no later than 4:00 P.M. on Monday, September 17, 2012. All proposals timely received will be opened and reviewed by the City Engineer. The City Engineer reserves the right to recommend that the City Commission of the City of Shawnee reject any or all proposals and to recommend that the Commission waive immaterial defects and irregularities.

The City Engineer may issue addenda as may be necessary in the best interest of the public and the City of Shawnee. Addenda may amend the date and/or time for receipt of proposals or any specification, item, document or requirement in the Proposal Documents

The Point of Contact for this project is Frank Loman, City Street Superintendent who may be reached at telephone number 1-405-650-8602. Contractors are encouraged to visit with the Street Superintendent to obtain all details needed prior to submitting their proposal so that their proposal is complete and total.

The successful contractor shall deliver the executed Contract and the certificates of insurance to the City prior to the commencement of work and shall deliver the executed bonds within ten (10) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City Engineer.

The Contractor shall use the Proposal Forms and Affidavits provided in the Proposal Documents or photocopies thereof. All forms must be signed and all affidavits sworn to and notarized. All proposals shall be typewritten or legibly printed in ink. Contractor shall file the proposal in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a proposal upon the project proposed.

Signed: _____
Brian McDougal
City Manager

Attest:

Date: _____

_____
Phyllis Loftis, CMC
City Clerk

PROPOSAL PACKET DOCUMENTS

THE CITY OF SHAWNEE
INSTRUCTIONS TO CONTRACTORS
FOR SNOW AND ICE REMOVAL

ARTICLE 1 - IN GENERAL

1.1 PROPOSAL DOCUMENTS; DEFINITIONS

1.1.1 The Proposal Documents consist of the Proposal Documents and the Contract Documents. The Proposal Documents consist of: Notice to Contractors; Instructions to Contractors; List of Documents Required for this Proposal; Signature Requirements for Proposal Documents; Proposal Package Cover Sheet; Proposal Form including Proposal Form with Alternates and/or Detailed or Unit Price Proposal Form, if included in the documents; Non-Collusion Affidavit; Business Relationship Affidavit; any other documents listed in the List of Documents Required for this Proposal; and any Addenda issued prior to the Proposal Date. The Contract Documents consist of: Contract; Contractor Identification Numbers; Certificate of Nondiscrimination; Standard Specifications; Special Provisions; Special Provisions - Technical; Drawings; Plans; Specifications; other documents provided in the Contract Documents or required to be submitted with the Contract; and all Addenda issued prior to the Proposal Date. Any Amendments and/or Change Orders issued after the award of Contract shall be a part of the Contract Documents upon their approval by the City.

1.1.2 The Definitions set forth in Part 1 of the City's "Standard Specifications for Construction of Public Improvements", and in the Proposal Documents, are applicable to the Proposal Documents.

1.1.3 "Addenda" are written or graphic instruments issued by the City Engineer prior to the proposal date which modify or interpret the Proposal Documents by additions, deletions, clarifications or corrections.

1.1.4 A "Proposal" is a complete and properly signed proposal to do the Work for the sums stated therein, submitted in accordance with the Proposal Documents. A submission shall not be considered a Proposal if it is untimely.

1.1.5 The "Base Proposal" is the sum stated in the Proposal for which the Contractor offers to perform the Work described in the Proposal Documents as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Proposals.

1.1.6 An "Alternate Proposal (or Alternate)" is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Proposal Documents, is accepted.

1.1.7 A "Unit Price" is an amount stated in the Proposal as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Proposal Documents.

1.1.8 The "Proposal Date" and "Proposal Time" are the date and time for the receipt of Proposals as provided in the Notice to Contractors.

1.1.9 The "Consulting Architect" or "Consulting Engineer" is that person or firm under contract with the City or other contracting entity to prepare the plans and specifications for and supervise the construction of the Work.

1.1.10 "Completed" shall mean that the Work shall have been constructed in accordance with the plans and specifications and other Proposal Documents and is fully completed, the final inspection(s) have been made, and any corrections made to the satisfaction of the City Street superintendent.

1.1.11 "Acceptance" shall mean the formal recorded acceptance of the project by the City Commission of the City of Shawnee.

1.1.12 "Emergency Award of Contract" shall mean a public improvement contract awarded through an informal notice and proposal procedure and approved or ratified by the City Council.

1.2 CONFIDENTIALITY

1.2.1 No contractor shall divulge the sealed contents of a proposal to any person whomsoever, except those having a partnership or other financial interest with the contractor in said proposal, until after the sealed proposals have been opened. A violation on the part of the contractor shall make void any contract made by the contractor with the City based upon such proposal.

1.3 PREQUALIFICATION AND LICENSES

1.3.1.The prequalification requirements for the project are set forth in the standard provisions of the proposal documents.

1.3.2 Regardless of whether or not prequalification is required, any proposed Contractor or contractor must have obtained any license or licenses required by the City which is/are necessary to the accomplishment of the work. Such license(s) must have been obtained prior to the submission of a proposal on the project. Failure to possess the necessary license(s) is reason for a recommendation to the Council that a contract not be awarded.

1.4 SALES TAX

1.4.1 Title 68 Oklahoma Statutes (1991) Section 1356 (I) exempts sales to municipalities and their contractors from sales taxes on the sale of "tangible personal property or services." All proposals made for City projects shall be assumed to have been made based on such statutory exemption as effective on the proposal date.

The City shall not pay any sales tax and shall not reimburse the Contractor for any tax on purchases by the Contractor except as included in the unit price. No change orders or amendments shall be approved for reimbursement of sales tax or changes in sales tax. A change in sales tax shall not be deemed a change in conditions of the Contract.

1.4.2 Any interpretation of or procedure for the sales tax exemption must be sought from the Oklahoma Tax Commission or the contractor's legal counsel.

1.5 CONTRACT

1.5.1 The awarding of a contract upon a successful proposal shall give the contractor no right to action or claim against the City upon such contract until the same shall have been reduced to writing and duly signed by the contracting parties.

1.5.2 The contract shall begin upon execution of the contract documents by both parties and shall remain in effect until Midnight on June 30, 2013 unless terminated by either party before that date under the provisions outlined in the contract documents.

1.6 STANDARD SPECIFICATIONS

1.6.1 The City of Shawnee's "Standard Specifications for the Construction of Public Improvements," as adopted by the Council, shall govern all aspects of proposal for and construction of the project. Exceptions to the "Standard Specifications" will be set forth in these Instructions to Contractors or in the Special Provisions and/or the Special Provisions - Technical. The Special Provisions and/or Special Provisions - Technical shall prevail over any conflicting statement in the Standard Specifications. The "Standard Specifications" are available for review or purchase in the Office of the City Clerk.

ARTICLE 2 - CONTRACTOR'S REPRESENTATIONS

2.1 The contractor by making a proposal represents that:

2.1.1 The contractor has read carefully and understands the proposal documents and has visited the site and become familiar with local conditions under which the work is to be performed and has informed himself by independent research of the difficulties to be encountered and personally judged the accessibility of the work and all attending circumstances affecting the cost of doing the work and of the time required for its completion and has correlated the contractor's personal observations with the

requirements of the proposal documents and the proposal is made in accordance therewith.

2.1.2 The contractor has read and understands the proposal documents to the extent that such documentation relates to the work for which the proposal is submitted and for other portions of the work, if any, being proposal concurrently or presently under construction.

2.1.3 The proposal is based upon the materials, equipment, systems or services required by the proposal documents without exception.

ARTICLE 3 - PROPOSAL DOCUMENTS

3.1 COPIES

3.1.1 Contractors may obtain complete proposal documents from the Office of the City Clerk, 16 W. 9th Street, Shawnee, Oklahoma 74802, or as designated in the Notice to Contractors.

3.1.2 Contractors shall use complete sets of proposal documents in preparing proposals; neither the City nor the consulting architect or consulting engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of proposal documents.

3.2 INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

3.2.1 The contractor shall carefully study and compare the plans with the specifications, proposal form and other proposal documents. The contractor shall compare the project to be proposal with other work being proposal concurrently or presently under construction to the extent that it relates to the work for which the proposal is submitted. The contractor shall examine the site and local conditions. The contractor shall at once report to the City Engineer or the consulting architect or consulting engineer any errors, inconsistencies or ambiguities discovered. All requests for interpretation of the proposal documents must be made to the City Engineer.

3.2.2 Addendum Required. The proposal documents represent all the information the City will provide Interpretations and corrections of and/or changes to the proposal documents will be made only by addendum. Such addenda shall be issued by the City Engineer and shall have been recommended by the City Street superintendent and approved or ratified by the City Commission. Interpretations and/or changes made in any other manner will not be binding upon the City and contractors shall not rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the proposal documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 Pre-Proposal Consideration; Addendum required. No substitution will be considered prior to the receipt of Proposals unless a written request for approval has been received by the City Engineer prior to the Proposal Date. Such requests shall include the name of the material, product, or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, products, equipment or other portions of the work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included in the request. The burden of proof of the merit of the proposed substitution is upon the proposer.

3.3.3 If a proposed substitution is approved prior to proposal date, such approval will be set forth in an addendum issued by the City Engineer and approved or ratified by the City Commission. Contractors shall not rely upon approvals made in any other manner.

3.3.4 Post-Contract Consideration. Substitutions may be considered after the award of Contract unless specifically prohibited in the proposal documents. However, any contractor basing a proposal on a substitution not approved by pre-proposal addendum does so at the risk of being required to provide the materials designated in the proposal documents.

3.4 ADDENDA DELIVERY AND RECEIPT

3.4.1 Addenda will be faxed only to those contractors who have signed the Proposal Document Receipt List and to those Suggested Vendors who were sent a notice to contractors by the City Clerk. Contractors who do not have fax machines will be notified by phone to pick-up the addendum.

3.4.2 Copies of addenda will be made available for inspection in the Office of the City Clerk.

3.4.3 The following shall be considered proof that contractor received an addendum:
a) Picked-Up Addendum: The contractor's or contractor's representative's signature on the Addendum Received Signature List.
b) Faxed Addendum: The City's Fax Confirmation Sheet.

It shall be the obligation of the contractor to ascertain from the City Engineer, prior to the proposal date, whether contractor has received all addenda.

ARTICLE 4 - PROPOSAL PROCEDURES

4.1 FORM AND STYLE OF PROPOSALS

4.1.1 Proposals shall be submitted on the proposal form(s) in the proposal documents or photocopies thereof.

4.1.2 All blanks on the proposal form shall be filled in by typewriter or legibly printed in ink.

4.1.3 All prices shall be distinctly legible. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and figures, and in case of any discrepancy between the two, the amount written in words shall govern.

4.1.4 Where a detailed or unit price proposal form for the submission of unit prices is provided in the proposal documents, the contractor will complete the detailed proposal form and then enter the total amount of the proposal on the proposal form and the total amount shall be based upon the unit prices. In cases of conflict between words and numerals, the words shall govern. In cases of conflict between the amount on the proposal form and the amount on the detailed proposal form, the amount on the detailed proposal form will govern. Unless otherwise provided in the special provisions, where unit prices are proposal, partial payments and final claims will be based on actual quantities used. Any substantial change(s) in quantities required to complete the work will require a Contract amendment which will be based on the unit prices proposal.

4.1.5 Erasures and/or corrections must be initialed by the signer of the proposal. A proposal with erasures and/or corrections which are not initialed shall be considered to be irregular.

4.1.6 Each and every required document must be submitted with the proposal and must be signed in ink by the person with the authority to so execute the document and must be properly attested to or witnessed in accordance with the "Signature Requirements for Proposal Documents."

4.2 SUBMISSION OF PROPOSALS

4.2.1 The proposal form and affidavits and any other documents required to be submitted with the proposal shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the City of Shawnee and shall be marked "SEALED PROPOSAL FOR ICE AND SNOW REMOVAL" and shall state the contractor's name and address and, if applicable, the designated portion of the work for which the proposal is submitted.

If the proposal is sent by mail, the sealed envelope, marked as described above, shall be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof.

4.2.2 Proposals shall be deposited at the Office of the City Clerk, 16 W. 9th, Shawnee, Oklahoma, not more than 96 hours, excluding Saturdays, Sundays, and holidays, prior to the proposal date and time. All proposals received before more than 96 hours before the proposal date and proposal time will be returned unopened.

Proposals must be received by the proposal date and proposal time. Proposals received after the time and date for receipt of Proposals will be returned unopened.

4.2.3 The contractor shall assume full responsibility for timely delivery of the proposal to the designated location.

4.2.4 Oral, telephonic, faxed, or telegraphic submissions are invalid proposals and will not receive consideration.

4.2.5 The proposal affidavits must be properly completed, signed and notarized and submitted with the proposal on the forms provided in the proposal documents and in the sealed envelope.
The required affidavits are:
1. Non-Collusion Affidavit
2. Business Relationship Affidavit

4.3 PROPOSALS NOT TO BE MODIFIED OR WITHDRAWN

4.3.1 No sealed proposal shall be altered, changed, executed or otherwise revised in any manner by any contractor after it has been tendered to the Office of the City Clerk; nor may proposals, once submitted to the Office of the City Clerk, be withdrawn.

ARTICLE 5 - CONSIDERATION OF PROPOSALS

5.1 OPENING OF PROPOSALS; TIME FOR CONSIDERATION

5.1.1 Proposals properly submitted and timely received will be opened and read aloud in the presence of the City Engineer or his designee. A tabulation of proposal information may be made available to the contractors within a reasonable time.

5.1.2 The award of Contract may be made immediately upon the determination of the lowest and best contractor.

5.2 REJECTION OF PROPOSALS

5.2.1 The proposals will be considered by the Engineer. The City Engineer shall have the right to recommend that the City Commission reject any or all proposals. By Resolution No. 93-01, adopted June 22, 1993, the Commission declared its intent to reject a proposal not accompanied by the required proposal security, and/or a properly signed proposal form, and/or properly completed, signed and notarized proposal

affidavits and/or by other item(s) required by the proposal documents, and may reject a proposal which is in any way incomplete or irregular.

5.3 ACCEPTANCE OF PROPOSAL AND AWARD OF CONTRACT

5.3.1 It is the intent of the City, through the City Engineer, to immediately award a Contract to the lowest and best contractor provided the proposal has been submitted in accordance with the requirements of the proposal documents and does not exceed the estimate or the funds available. The City Engineer shall have the right to recommend that the City waive immaterial defects or irregularities in a proposal received and to accept the proposal, which in the City's judgment, is in its own best interest.

5.3.2 The City shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the proposal documents, and to determine the lowest and best contractor on the basis of the sum of the base proposal and alternates accepted.

5.3.3 The properly executed Contract and bonds will be presented to the City Commission for approval or ratification.

5.3.4 Should a contractor who is awarded a Contract upon a proposal fail to execute and provide the Contract and bonds or to provide the required certificates of insurance and/or any other required documents, the Commission reserves the right to offer the Contract to the contractor deemed to be the next lowest and best contractor.

ARTICLE 6 - CONTRACT AND BONDS

6.1 INSURANCE REQUIREMENTS

6.1.1 The City Engineer will provide the successful contractor (Contractor) four (4) complete sets of the project Contract documents (Contracts, bond forms, insurance certificates, Contractor Identification Number form, etc.). The Contractor must execute all four (4) sets in original signatures on each, and return to the City Engineer for the project within ten (10) calendar days following the City’s notification of its intent to award Contract, unless that time is extended by the City Engineer. Prior to the project proposal opening date, all contractors should make arrangements with their respective insurance company(s) to complete (or be prepared to immediately complete) all required insurance documents in the event of selection as lowest and best contractor for the project and in order to meet the ten (10) calendar day Contract document return deadline.

6.1.2. The successful Contractor must provide certificates of liability and Worker’s Compensation insurance in the forms and amounts required in the Special Provisions.

THE CITY OF SHAWNEE

SPECIAL PROVISIONS
FOR PUBLIC IMPROVEMENT PROJECTS

These Special Provisions are included in and are a part of the Proposal Documents for this project.

1. Standard Specifications for the Construction of Public Improvements. The City of Shawnee's "Standard Specifications for the Construction of Public Improvements" as most recently amended, is included by reference in these Proposal Documents in its entirety as though fully set forth herein. The provisions of the "Standard Specifications of the Construction of Public Improvements" are applicable to and binding upon this project unless and except where specifically superseded by a provision(s) of the Instructions to Contractors, the Standard Provisions and/or the Special Provisions for this project. The Special Provisions shall prevail over any conflicting statement in or requirement of the Standard Provisions. Copies of the "Standard Specifications for the Construction of Public Improvements" may be obtained from the City Clerk at the cost established by Ordinance.

2. Nondiscrimination. Neither the Contractor nor any subcontractors employed on this project may discriminate against any employee or applicant for employment because of race, religion, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act. A Certification of Nondiscrimination must be properly signed and submitted with the Contract. The requirements of the Certificate must be included in any subcontracts connected with the performance of the Contract. The Contract may be canceled by the City for noncompliance with the provisions of the Certificate and the Contractor may be declared to be ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or any subcontractors. Copies of the "Notice of Equal Employment Opportunity" poster issued by the City Clerk will be given to the Contractor at the Pre-Work Conference. The poster must be exhibited in a central and public location at the place of business by the Contractor and each subcontractor while the Contractor and any subcontractors are performing work on the project.

3. Permits or Licenses. The Contractor must, at his own cost, secure all permits and licenses and pay all fees required by City Ordinance or State Statute and give all notices necessary and incidental to the lawful prosecution of the work.

4. Laws to be Observed. The Contractor shall at all times observe and comply with all Federal and State laws and regulations and all City Ordinances, Codes and regulations which in any manner affect the conduct of the work and shall observe and shall comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance thereof will be considered.

5. Safety. Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act.

6. Contract. If directed by the City Engineer, the Contractor shall enter immediately into the contract with the City of Shawnee and properly submit the executed contract and certificates of insurance. The properly executed bonds must be submitted within seven (7) calendar days following the City's notification of its intent to award Contract, unless said time is extended by the City Engineer. With the Contract, the Contractor will submit a properly signed Certificate of Nondiscrimination and a completed "Contractor Identification Numbers" form which provides the information required. No work shall be commenced until the written Contract has been executed and the required insurance has been provided and a work order has been issued by the City Street superintendent.

7. Amendments and Change Orders. The provisions of the Contract may be amended or changed only by an amendment or a change order approved by the City Commission. As used herein, the terms "amendment" and "change order" shall have the following meanings.

"Amendment" shall mean a modification to a construction contract which was proposal on a unit price basis and which modifies the quantity of an item or items based on the unit price stated in the proposal. No amendment shall be effective until it has been approved by the City Commission. (Amendments are not subject to the percent of contract cost limits set in the Oklahoma Competitive Proposal Act, 61 O.S. (1991) Section 121.)

"Change Order" shall mean a modification of a lump sum contract or a contract proposal on a unit price basis where a unit price has not been established for a particular item or items of work. The change order may authorize an addition, deletion or revision in the work or an adjustment of the contract price or the contract time. However, the cumulative amount of change orders shall not exceed the limit established by State law. No change order shall become effective until it has first been approved by the City Commission.

8. Contractor's Responsibility for the Work. Until formal written acceptance by the City, the work shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the work. The Contractor shall at his own expense rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the forgoing causes before formal acceptance of the work by the City.

9. Inspection. The City Street superintendent and his representatives and the City Engineer and his representatives shall at all times have access to the work. Contractor

will provide proper and safe access for inspection. The City may maintain inspectors on the job site for the purpose of inspecting materials, workmanship and conditions of work and equipment.

10. Insurance and Indemnity.

(a) The Contractor assumes all risks incident to, or in connection with, its purpose to be conducted under or pursuant to the Contract, and to the extent allowed by law shall indemnify, defend and save harmless the City and any participating public trust from damages, losses or injuries of whatever nature or kind to persons or property arising, directly or indirectly, out of the Contractor's operations or arising from acts or omissions of its agents, employees or subcontractors. The Contractor to the extent allowed by law shall indemnify, defend and save harmless the City and any participating public trust from any penalties for violation of any law, ordinance or regulation affecting or having application to said operations, acts and omissions, or resulting from the carelessness, negligence or improper conduct of the Contractor or any of its agents, employees or subcontractors, and from the negligence of the City or its employees in connection with the work or work site. The presence of, or inspections by, employees or other representatives of the City shall in no manner diminish or affect the duties, obligations or responsibilities of the Contractor. The obligations imposed by this paragraph shall not be limited or extinguished by any obligation to provide insurance or by the provision of insurance.

(b) During the entire term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City and admitted to do business in Oklahoma, the following types of casualty and liability insurance.

(i) Worker's Compensation. The Contractor shall maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer's Liability Insurance for all of its employees employed at the site of the project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the subcontractor's employees, unless such employees are covered by the insurance purchased by the Contractor. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Contractor shall provide or shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

(ii) Commercial General Liability. Contractor shall carry a policy of commercial general liability insurance. If the Contractor's Commercial General Liability coverage is written in a "claims-made" form, Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

(iii) Automobile Liability Insurance. The Contractor shall maintain insurance

coverage as to the maintenance, and use of all owned, non-owned, leased or hired vehicles.

(c) Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a statement by the insurer to the effect that the policy may not be canceled, fail to be renewed, nor the limits decreased without thirty (30) days prior written notice to the City and any participating public trust. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance showing the project number and description as indicated in the Contract. The Certificate must be signed by an authorized representative of the insurance companies shown in the Certificate. No work or occupancy of the premises shall commence at the site unless and until the required Certificates of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the City. Certificates shall be standard industry forms, such as ACORD.

(d) The amount of each liability insurance coverage shall not be less than a minimum liability limit in the greater of the following amounts: (i) $1,000,000; or (ii) the minimum amount required by the Contractor’s prequalification classification. All liability and property policies as to which the City is not a named insured shall to the extent allowed by law provide by endorsement or appropriate coverage language that the City and any participating public trust are additional insureds. The required policies of insurance shall be construed in accordance with the laws of the State of Oklahoma.

(e) No less than thirty (30) days prior written notice by registered or certified mail shall be given to the City of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Contractor shall take immediate steps to have the full amount of the limits appearing on the certificate reinstated. If at any time the City requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Contractor hereby agrees to promptly authorize and have delivered to the City such statement. The Contractor shall cover any impairment when known to it. The Contractor authorizes the City to confirm all information so furnished, as to Contractor's compliance with its bonds and insurance requirements, with the Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City.

(f) Any deductibles or self-insured retentions in excess of $10,000, or any other risk management scheme other than a fully insured program of commercial general liability and automobile liability insurance, must be declared by the Contractor and be approved in advance by the City. At the option of the City, the Contractor shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City and any participating public trust, or the Contractor shall procure a bond guaranteeing payment of the losses and related investigations, claims administration and defense expenses not otherwise covered by Contractor's insurance because of deductibles or self-insurance retentions.

(g) All insurance policies shall be issued by companies licensed in Oklahoma with an A.M. Best rating of A- VII or better. Certified, true and exact copies of all insurance policies required shall be provided by the Contractor to the City, on a timely basis, if requested by the City. In addition, each insurer who issues a certificate of insurance to the City is obligated to provide a copy of the policy to the City upon request.

11. Time of Completion.

The successful contractor shall guarantee to commence work in the City within two (2) hours of receipt of a work order is issued by the City Street Superintendent, City Engineer or their representative. The Contractor agrees that if it cannot meet this obligation, it will pay to the City the difference between the contract rate and any rate the City may incur for obtaining services from another vendor.

Delays in delivery caused by bona-fide strikes, riots, fires, sabotage, acts of God, or any other delays deemed by the City of Shawnee to be clearly and unequivocally beyond the contractor's control will be recognized by the City, and the vendor/contractor will be relieved of the responsibility of meeting the delivery time, as stipulated, upon contractor's filing with the City, a notarized, just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the City.

12. Verification and Inspection of Payroll Records.

The Contractor shall keep weekly records; permits inspection of records; and certify and provide copies of payroll records and contracts and subcontracts.

13. Scope of Work.

The work included in this project will consist of furnishing all labor, equipment, transportation, hardware, mounting devices, materials, components, and incidentals necessary to:

Remove snow and ice related accumulation on city streets within the City of Shawnee as designated by the City Engineer or Streets Superintendent. Individual streets will be designated by the Streets Superintendent or his designee and work orders will be issued to the Contractor. Exact limits of the work will be identified in the work order. The Streets Superintendent expressly reserves the right to assign work orders at his sole discretion based upon the best intrest of the City of Shawnee.

14. Guaranty of Price

All proposals shall be considered a guarantee of price for sixty (60) days after the proposal opening date.

15. Proposals for Options/Additional Capabilities

Contractors are encouraged to submit optional equipment and/or additional capabilities that may be of benefit for the desired use. Items shall include a complete description and related pricing. The City of Shawnee reserves the right to accept or reject any or all additional voluntary items.

16. Award of Contract

Award of contract or contracts and issuance of work orders shall be to a contractor or contractors based in prices received on proposal forms. All proposals received will be considered for award. The City may award multiple contracts and issue multiple work orders based upon the best interest of the City. Work orders shall be issued based upon the sole determination of the Streets Superintendent or his designated representative.

17. Correction of Work after Final Acceptance

Neither the final certificate or acceptance nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials and workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other fork resulting there from, which shall appear within a period of one year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

18. Omissions

In the event that the specifications inadvertently omit some of the usual and customary work, auxiliary equipment or materials required for satisfactory installation and operation of all equipment, the contractor shall provide these items as directed by the City Street Superintendent at his own expense. The contractor will be assumed to be an experienced and qualified contractor in this type of work, and to have studied the purpose and operations of the equipment and the results to be obtained, and is to furnish equipment suitable for the work to be done.

19. Additional Provisions

A. Contractor is solely responsible for their operators and equipment and will provide qualified, properly licensed operators. Equipment must be provided with all appropriate safety devices.
B. Contractor shall immediately notify the Streets Superintendent or his designated representative of any mechanical failures of his equipment that would prevent timely completion of services. Upon repair of mechanical failure, Contractor is to notify Streets Superintendent or his representative that equipment is operable. Contractor is liable for any damage sustained while providing service to the City.

C. The City of Shawnee will provide the Contractor work orders identifying streets and the services to be provided.
D. The City of Shawnee will authorize services to be performed for each successive storm emergency, and any services performed but not authorized through the issuance of a work order by the Street Superintendent or his designated representative shall not be approved for payment nor will any liability for payment be asserted by the Contractor.
E. Contractor is an independent contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees or agents of the City of Shawnee.
F. The contract awarded pursuant hereto and the services to be provided hereunder may not be assigned or subcontracted without the written authorization of the City Manager.
G. Stop work orders may be issued and this contract may be terminated by the Street Superintendent or his designated representative, if in the sole discretion of the Street Superintendent or representative the contractor fails to comply with any provisions of the Contract or these specifications.
H. The City of Shawnee will not compensate the contractor for travel time or mobilization costs.
I. The snow and/or ice must be plowed to within no more than 1" of the street surface and will be inspected by the Street Superintendent or his designated representative. Streets not meeting these requirements will be re-plowed at no additional cost to the City. Equipment utilized by the contractor to plow snow will be equipped with smooth buckets and smooth cutting edges.

20. Mandatory Pre-Bid Conference

A mandatory pre-bid conference is scheduled for 10:00 AM on August 31, 2012 at the City Commission Chambers at Shawnee City Hall, 16 West 9th Street, Shawnee, OK 74801.

PROPOSAL DOCUMENTS

LIST OF DOCUMENTS REQUIRED FOR THIS PROPOSAL

The Contractor is responsible for reviewing this list of required documents and any requirements of the Standard Specifications, Special Provisions and/or Special Provisions - Technical and assuring that each and every required document is properly completed, signed, and submitted with the Proposal. Forms and Affidavits should be completed and submitted in accordance with provisions of the "Signature Requirements for Proposal Documents." Proposals not submitted in accordance with these requirements will be recommended for rejection.

DOCUMENTS REQUIRED FOR THIS PROPOSAL

Proposal Form

Non-Collusion Affidavit

Business Relationship Affidavit

Certificate of Non- Discrimination

Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Special Questionnaire

For the purpose of determining that a proposal is properly submitted, Contractor should submit the properly completed and executed documents listed on this page. Contractor should also review the Special Provisions and the Special Provisions - Technical for any other required documents. Failure to submit a required document may be cause for rejection of the proposal. However, the contracting public entity reserves the right to require timely submission of document(s) required in the Special Provisions.

Forms Not in Packet. If an item is listed on this page or in the Special Provisions and the form is not included in this packet, it is the Contractor's responsibility to obtain the form from the Office of the City Clerk for the City of Shawnee or such other office noted in the Notice to Contractors.

Forms to be Used. Contractor shall use the forms in this Proposal Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Any other alteration or amendment of these forms may invalidate the Proposal.

SIGNATURE REQUIREMENTS FOR PROPOSAL DOCUMENTS

All Proposal Documents and Contract Documents must be signed in ink by a person having the legal authority to bind the Contractor/Contractor and be completed in accordance with the rules listed below.

PART I. A. INSTRUCTIONS FOR SUBMISSION OF THE PROPOSAL DOCUMENTS

(1) All documents shown on the "List of Documents Required for this Proposal" or in the Standard Specifications, Special Provisions or the Special Provisions - Technical must be completed and submitted as provided herein.

(2) The name of the individual, Limited Liability Company, partnership, corporation or joint venture submitting the Proposal must be typed or legibly printed in the space provided. The Proposal Documents must be signed in ink in accordance with the requirements of Part I.B. herein. The name and title of each person who signed the Proposal Documents must be typed or legibly printed on the line below the signature line.

(3) All blank spaces in the Proposal Documents which require the provision of any information or any statement from the Contractor must be filled in.

(4) **All Affidavits must be signed and notarized.** The notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.

(5) The Proposal Bond must be submitted in the sealed envelope with the Proposal.

(6) The Proposal Form, Affidavits and Proposal Security, and any other required documents, must be enclosed in a sealed envelope. Place the name of the Contractor and the words "Sealed Proposal for Generator Replacement Project" on the envelope.

PART I. B. AUTHORIZED SIGNATURE AND MINIMUM REQUIREMENTS FOR PROPOSAL DOCUMENTS

(1) Proposals submitted by a Corporation: Proposal Documents must have the original ink signature of the President or Vice President of the corporation, or comply with Part I.B.(6).

(2) Proposals submitted by a Sole Proprietorship or Individual: Proposal Documents must have the original ink signature of the City or individual, or comply with Part I.B.(6).

(3) Proposals submitted by a Partnership: Proposal Documents must have the original ink signature of a General Partner, or comply with Part I.B.(6).

(4) Proposals submitted as a Joint Venture: If two or more parties submit a joint proposal, the Proposal Documents must have the original ink signatures of the appropriate representatives of each/all parties. Such Contractors should alter all Documents, but only to provide signature lines (name of contractor, signature line, and name and title line) to meet this requirement, or comply with Part I.B.(6). Where notarization is required on the forms, each signature must be properly notarized.

(5) Proposals Submitted by a Limited Liability Company: Proposal Documents must have the original ink signature of an authorized agent having authority to bind the limited liability company, or comply with Part I.B.(6). Such Proposals must be accompanied by the documentation required in Part II.B. (5) below.

(6) Signature Requirements for Contractor's Authorized Agent: Some businesses may delegate the authority to sign the Proposal Documents to an authorized agent. In such cases, all documents requiring signature must have the original ink signature of the "authorized" agent. Attached to the Proposal Documents must be the documentation required in Part II.B. (6) below.

(7) Additional Documentation: Additional documentation of signature and authority may be required on any authority issue or contract issue.

PART II. A. INSTRUCTIONS FOR SUBMISSION OF THE CONTRACT DOCUMENTS

(1) All documents listed on the "List of Contract Documents" must be submitted within seven (7) calendar days following the City’s notification of its intent to award Contract, unless that time is extended by the City Street superintendent (if the contractor shows delays in returning the contract are beyond the contractor's control).

(2) The Contract and other forms must be signed and, if so provided on the form, notarized. Where notarization is required, the notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.

(3) Type or legibly print the name of the individual, Limited Liability Company, partnership, corporation or joint venture awarded the Contract on the line provided for this information. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line.

PART II. B. MINIMUM SIGNATURE REQUIREMENTS FOR SUBMISSION OF THE CONTRACT AND BONDS.

(1) Contracts submitted by a Corporation: Contract Documents must have the original ink signature of the President or Vice President of the corporation. That signature must be witnessed by the Corporate Secretary or Assistant Corporate Secretary, and the firm's corporate seal, if any, must be affixed in accordance with 18 O.S. (1991) § 1016. Should the corporation not have a seal or should the seal not be available, then the

person signing must demonstrate authority to bind the corporation, as set forth in paragraph II.B.(6) below. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(2) Contracts submitted by a Sole Proprietorship or Individual: Contract Documents must have the original ink signature of the City or individual, respectively, on the signature line, or comply with Part II. B.(6).

The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(3) Contracts submitted by a Partnership: Contract Documents must have the original ink signature of a General Partner on the signature line, or comply with Part II. B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(4) Contracts submitted by a Joint Venture: If two or more parties submit a joint proposal, the Contract Documents must be signed in ink by the appropriate representatives of each/all parties. Any of the parties which are corporations must have the appropriate signature(s) and attestation(s) as provided above, or comply with Part II. B.(6). The Contract Documents should be altered, but only to add the signature lines (name of Contractor, signature line, name and title line, and attestation line) to meet this requirement. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(5) Contracts Submitted by a Limited Liability Company: Contract Documents must have the original ink signature of an authorized agent having authority to sign contracts and bonds and to bind the limited liability company. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed copy of the articles of organization; the operating agreement; and any bylaws, resolution or other document of the authorizing entity, specifically providing the authorized agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. All documents designating and authorizing the agent to bind the limited liability company must be notarized by a Notary Public who will complete the required information and may affix his/her notary seal or stamp. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line. Additional pages may be added, but each signature must be properly notarized.

(6) Signature Requirements for Contractor's Authorized Agent: Some businesses may delegate the authority to sign the Contract Documents to an authorized agent. In such cases, all Contract Documents requiring signature must have the original ink signature of the "authorized" agent. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed power of attorney or other document of the authorizing entity, specifically providing the "authorized" agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. Each signature on the authorizing documents must be notarized by a Notary Public who will

complete the required information and may affix his/her notary seal or stamp. The name and title of each person who signed the Contract, bond, or any authorizing document must be typed or printed on the line below the signature line. Additional pages may be added, but all signatures must be properly notarized.

(7) Additional Documentation: Additional documentation may be required.

PROPOSAL PACKAGE COVER SHEET

REMOVAL OF SNOW AND ICE

THE FOLLOWING PAGES CONSTITUTE THE PROPOSAL PACKAGE FOR THIS PROJECT

Contractors should consult the "List of Documents Required for This Proposal" and the Standard Specifications and Special Provisions of the Proposal Documents to assure that all of the Required Documents are submitted with the Proposal.

Contractors should consult the "Instructions to Contractors" and the "Signature Requirements for Proposal Documents" for the requirements for the submission of Proposal Documents.

The pages following this page should be removed from the project manual and used to submit the Proposal. However, submission of a Proposal on photocopies made from these pages will not invalidate the Proposal.

ALL PROPOSAL SUBMISSIONS SHOULD BE TYPEWRITTEN OR LEGIBLY PRINTED IN INK

ORIGINAL INK SIGNATURES ARE REQUIRED

THE CITY OF SHAWNEE
PROPOSAL FORM
This Proposal will not be considered unless this form has been fully completed and signed by the Contractor or the Contractor's Authorized Agent

REMOVAL OF SNOW AND ICE

Name of Contractor: _____

Address: _____

To the City Clerk:

The undersigned, as or on behalf of Contractor, declares: That Contractor prepared this Proposal and, before preparing the Proposal, carefully read and examined the Proposal Documents and any other documentation or information. Contractor is familiar with and able to comply with all the provisions of the Proposal Documents.

Contractor agrees that if this Proposal is accepted, Contractor will immediately enter into the Contract with the City of Shawnee and submit the executed Contract and certificates of insurance and will submit the executed bonds within seven (7) calendar days, following the City's notification of its intent to award Contract, unless such time is extended by the City Street superintendent.

Contractor hereby agrees to commence work upon the issuance of the Work Order by the City Street superintendent and to complete the work within the number of working days specified by the City Streets Superintendent.

The Non-Collusion Affidavit, in its entirety, is incorporated herein by reference.

TOTAL PROPOSAL:

		Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	**Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.**	**Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.**	**Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.**
Equipment and Operators	**Number of Operator and Equipment Units Available**	**8am to 5 pm Monday through Friday**	**5pm to 8am Monday through Friday**	**Saturdays And Sundays**	**Holidays**
Truck with 8 foot snow plow, salt spreader, and Operator					

_____
Signature of Contractor or Contractor's
Authorized Agent *(Original ink signature required)*

PROPOSAL AFFIDAVITS

The following affidavits are to accompany the proposal;

A. NON-COLLUSION AFFIDAVIT

STATE OF_____)

COUNTY OF_____)

_____, of lawful age, being first duly sworn, on oath says that (s) he is the agent authorized by the contractor to submit the attached proposal. Affiant further states that the contractor has not been a party to any collusion among contractors in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposal; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between contractors and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the contractor/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this proposal.

_____
CONTRACTOR

By:_____

Subscribed and sworn to before me this _____day of_____, 20_____.

_____
NOTARY PUBLIC

(SEAL)

My Commission Expires

_____

B. BUSINESS RELATIONS AFFIDAVIT

STATE OF_____)

COUNTY OF_____)

_____, of lawful age, being first duly sworn on oath says that (s) he is the agent authorized by the contractor to submit the attached proposal. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

_____

_____

_____

Affiant further states that any such business relationship presently in effect or which existed with one (1) year prior to the date of this statement between any officer or director of the proposal company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

_____

_____

_____

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms as follows:

_____

_____

_____

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Signed _____

Subscribed and sworn to before me this _____day of_____20____.

_____

NOTARY PUBLIC

My Commission Expires

_____

THE CITY OF SHAWNEE
CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Shawnee setting forth the provisions of this Section.

B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.

C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.

_____
Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Contractor

_____
Signature of Contractor or Authorized Agent

_____
Type or print name and title of person who signed above

This Certificate is required by City of Shawnee Municipal Code and Policy, Chapter 2, Section 362.

City Of Shawnee
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
(49 CFR Part 29)

The contractor (offeror) certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the contractor / offeror / contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation / proposal.

_____
Name of Firm

Address_____

City _____ State _____ Zip _____

Signed _____

Printed Name _____

Title _____

Date Signed _____

THE CITY OF SHAWNEE
SPECIAL QUESTIONAIRE

CITY OF SHAWNEE SNOW AND ICE REMOVAL

The intent of the City (through this special questionnaire) is to select a contractor for this project who has demonstrated a record of successfully executing projects as a vendor and/or to relay the intent of the City that either or both the contractor and/or his/her subcontractors be qualified to proposal and successfully construct this project. This special questionnaire is intended to aid in determining the contractor's qualification for this project.

Submission of this questionnaire does not constitute qualification.

This special questionnaire is required for submission with the proposal. If the special questionnaire is not received, the contractor's proposal may be rejected.

_____
CONTRACTOR (Show Complete Legal Name)

_____
STREET ADDRESS

_____
MAILING ADDRESS

_____
CITY STATE ZIP PHONE #

_____
CONTACT PERSON E-MAIL FAX #

_____
CONTRACTOR I.D. NO./ FEDERAL TAX I.D. NO.

_____
APPLICATION SUBMITTED BY TITLE

How many years has your organization been in business under your present business name?

Years _____

Has any officer or partner of your organization ever been an officer or partner of this or another organization that failed to complete a construction contract? □ Yes □ No

If yes, state name of individual, other organization and reason:

_____

_____

List any litigation with the Citys of projects in the past five years:

_____

_____

Have you ever failed to qualify or prequalify as a contractor?

□ Yes □ No if yes, when, where and why?

Under what other or former names has the contractor operated?

_____

_____

_____

If the contractor is a corporation, provide the following information.

Date of incorporation_____

State of incorporation_____

President's name_____

Vice Presidents name_____

Secretary's name_____

Treasurer's name_____

Do you have a certificate of good standing issued by the state in which you are incorporated? _____

If the contractor is a partnership, provide the following information.

Date of organization_____

Type of partnership _____

General partner(s) names_____

_____

If the contractor is individually owned, provide the following information.

Date of organization_____

City's name_____

If the contractor is a joint venture, provide the following information.

Primary contractor_____

Secondary contractor_____

Date of organization_____

Contractor shall provide organization names, contact persons, and current contact information for not less than three (3) Cities who have operated the proposed equipment for a period of not less than two (2) years:

Organization Name	Contact Person	Telephone Number

Contractor guarantees delivery of the equipment specified herein not later than

_____

Contractor shall provide location and telephone number of 24/7/365 response for Service

Assistance:_____

Subcontractors that are to be used on this project include:

_____

_____

_____

The contractor hereby agrees that all the information submitted above is true and correct.

_____
Name of Individual, Partnership, Limited Liability Company,
or Corporation herein called Contractor

_____
Signature of Contractor or Authorized Agent

_____
Type or print name and title of person who signed above

STATE OF _____)

COUNTY OF_____)

This instrument was subscribed, acknowledged and sworn to before me this _____ day of _____, 20___, by _____ (*type or print the name of person signing above)* as the above named CONTRACTOR, or Contractor's Authorized Agent.

(seal)

My Commission expires _____

Commission Number: _____ _____
Notary Public

(Note: Proposal will not be considered unless this form has been fully completed and signed by the Contractor, and notarized, dated and completed by the Notary Public.)

.

Regular Board of Commissioners **2. d.**

Meeting Date: 08/06/2012

Purchase Imaging System

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize Information Systems Department to purchase Tyler Content Management Enterprise imaging system solution.

Attachments

Imaging System

City of SHAWNEE

Information Systems Department

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

www.ShawneeOK.org

To: Mayor and City Commissioners

CC: Brian McDougal, City Manager

From: Stephen W Nolen, Chief Information Officer

Date: July 20th, 2012

Re: Imaging System Replacement Purchase

Staff request permission to purchase the Tyler Content Management (TCM) Enterprise imaging system solution to replace the existing imaging system that was deployed in 1999. The existing system is extremely past it's expected life span. The TCM solution integrates directly with our existing INCODE / Tyler software product line which is utilized across all departments within the City and will be extremely useful in the continued efforts of paper reduction across the City. Staff has reviewed other options but none provide the direct interface and integration as well as the work flow features provided in the TCM solution.

The estimated cost is $59,799 which includes the hardware (server, basic scanners, etc), software and City wide licensing as well as implementation and training on the product and modules. The solution has been budgeted in previous years but time and resources have kept the project from moving to the implementation stage.

Regular Board of Commissioners **2. e.**

Meeting Date: 08/06/2012

Official Certification of Votes June 26

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Official Certificate of Votes from the June 26, 2012 election for Mayor, Ward II Commissioner, Ward III Commissioner and Ward IV Commissioner.

Attachments

Official Election Results Jun 26

OFFICIAL CERTIFICATE OF VOTES

POTTAWATOMIE COUNTY, OKLAHOMA

JUNE 26, 2012

CITY OF SHAWNEE

FOR MAYOR CITY OF SHAWNEE

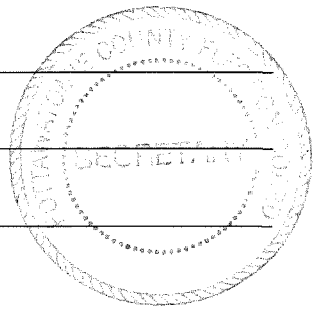
Precinct	ED COLE	WESLEY F. MAINORD	LINDA PETERSON
POTTAWATOMIE COUNTY PCT 630001	0	0	3
POTTAWATOMIE COUNTY PCT 630002	18	72	39
POTTAWATOMIE COUNTY PCT 630003	33	153	107
POTTAWATOMIE COUNTY PCT 630006	13	104	84
POTTAWATOMIE COUNTY PCT 630007	21	157	129
POTTAWATOMIE COUNTY PCT 630009	11	50	34
POTTAWATOMIE COUNTY PCT 630011	27	233	111
POTTAWATOMIE COUNTY PCT 630012	17	234	106
POTTAWATOMIE COUNTY PCT 630013	20	355	189
POTTAWATOMIE COUNTY PCT 630015	29	228	130
POTTAWATOMIE COUNTY PCT 630018	21	192	105
POTTAWATOMIE COUNTY PCT 630022	4	27	28
POTTAWATOMIE COUNTY PCT 630024	0	1	2
POTTAWATOMIE COUNTY PCT 630025	13	14	11
POTTAWATOMIE COUNTY PCT 630026	1	5	5
POTTAWATOMIE COUNTY PCT 630029	0	0	0
Total:	**228**	**1,825**	**1,083**

WE, THE DULY APPOINTED MEMBERS OF THE POTTAWATOMIE COUNTY ELECTION BOARD, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT NUMBER OF VOTES CAST IN THE ELECTION HELD ON 6/26/2012. RESULTS OF SAID ELECTION ARE SHOWN ABOVE. DATED AT SHAWNEE, OKLAHOMA, THIS 29th DAY OF JUNE, 2012.

Peggy J Harwell
CHAIRMAN

Doris Norton
VICE-CHAIRMAN

Diana L. Knight
SECRETARY



CITY OF SHAWNEE
FOR WARD TWO COMMISSIONER CITY OF SHAWNEE

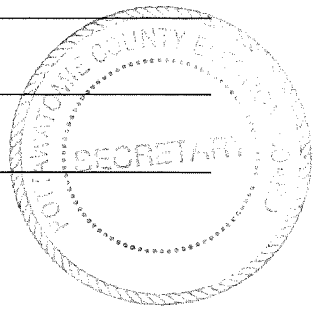
Precinct	JO DAVIS	LINDA AGEE
POTTAWATOMIE COUNTY PCT 630001	2	1
POTTAWATOMIE COUNTY PCT 630002	40	85
POTTAWATOMIE COUNTY PCT 630003	112	175
POTTAWATOMIE COUNTY PCT 630006	62	136
POTTAWATOMIE COUNTY PCT 630007	98	207
POTTAWATOMIE COUNTY PCT 630009	26	69
POTTAWATOMIE COUNTY PCT 630011	99	258
POTTAWATOMIE COUNTY PCT 630012	101	248
POTTAWATOMIE COUNTY PCT 630013	162	392
POTTAWATOMIE COUNTY PCT 630015	119	261
POTTAWATOMIE COUNTY PCT 630018	99	205
POTTAWATOMIE COUNTY PCT 630022	27	34
POTTAWATOMIE COUNTY PCT 630024	3	0
POTTAWATOMIE COUNTY PCT 630025	12	26
POTTAWATOMIE COUNTY PCT 630026	1	10
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**963**	**2,107**

WE, THE DULY APPOINTED MEMBERS OF THE POTTAWATOMIE COUNTY ELECTION BOARD, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT NUMBER OF VOTES CAST IN THE ELECTION HELD ON 6/26/2012. RESULTS OF SAID ELECTION ARE SHOWN ABOVE. DATED AT SHAWNEE, OKLAHOMA, THIS 29th DAY OF JUNE, 2012.

Peggy J. Harwell
CHAIRMAN

Doris Norton
VICE-CHAIRMAN

Diana L. Knight
SECRETARY



OFFICIAL CERTIFICATE OF VOTES
POTTAWATOMIE COUNTY, OKLAHOMA
JUNE 26, 2012

CITY OF SHAWNEE
FOR WARD THREE COMMISSIONER CITY OF SHAWNEE

Precinct	JEANNETTA TOWNES	JAMES HARROD
POTTAWATOMIE COUNTY PCT 630001	2	1
POTTAWATOMIE COUNTY PCT 630002	48	80
POTTAWATOMIE COUNTY PCT 630003	123	162
POTTAWATOMIE COUNTY PCT 630006	70	125
POTTAWATOMIE COUNTY PCT 630007	112	194
POTTAWATOMIE COUNTY PCT 630009	28	65
POTTAWATOMIE COUNTY PCT 630011	97	263
POTTAWATOMIE COUNTY PCT 630012	124	219
POTTAWATOMIE COUNTY PCT 630013	179	372
POTTAWATOMIE COUNTY PCT 630015	141	236
POTTAWATOMIE COUNTY PCT 630018	113	200
POTTAWATOMIE COUNTY PCT 630022	20	38
POTTAWATOMIE COUNTY PCT 630024	2	1
POTTAWATOMIE COUNTY PCT 630025	16	22
POTTAWATOMIE COUNTY PCT 630026	3	8
POTTAWATOMIE COUNTY PCT 630029	0	0
Total:	**1,078**	**1,986**

WE, THE DULY APPOINTED MEMBERS OF THE POTTAWATOMIE COUNTY ELECTION BOARD, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT NUMBER OF VOTES CAST IN THE ELECTION HELD ON 6/26/2012. RESULTS OF SAID ELECTION ARE SHOWN ABOVE. DATED AT SHAWNEE, OKLAHOMA, THIS 29th DAY OF JUNE, 2012.

Peggy J. Harwell
CHAIRMAN

Doris Morton
VICE-CHAIRMAN

Diana L. Knight
SECRETARY

CITY OF SHAWNEE
FOR WARD FOUR COMMISSIONER CITY OF SHAWNEE

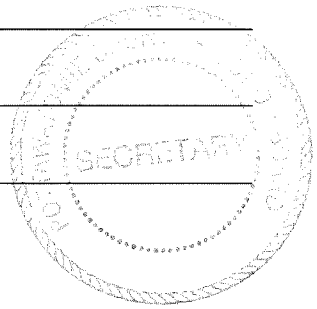
Precinct	DAVID BERGSTEN	BILLY J. COLLIER	KEITH HALL
POTTAWATOMIE COUNTY PCT 630001	1	0	1
POTTAWATOMIE COUNTY PCT 630002	35	21	67
POTTAWATOMIE COUNTY PCT 630003	64	66	133
POTTAWATOMIE COUNTY PCT 630006	56	44	78
POTTAWATOMIE COUNTY PCT 630007	80	60	135
POTTAWATOMIE COUNTY PCT 630009	21	14	52
POTTAWATOMIE COUNTY PCT 630011	135	46	157
POTTAWATOMIE COUNTY PCT 630012	113	59	137
POTTAWATOMIE COUNTY PCT 630013	172	69	272
POTTAWATOMIE COUNTY PCT 630015	129	56	172
POTTAWATOMIE COUNTY PCT 630018	94	47	154
POTTAWATOMIE COUNTY PCT 630022	14	20	19
POTTAWATOMIE COUNTY PCT 630024	0	2	1
POTTAWATOMIE COUNTY PCT 630025	8	9	20
POTTAWATOMIE COUNTY PCT 630026	4	0	7
POTTAWATOMIE COUNTY PCT 630029	0	0	0
Total:	**926**	**513**	**1,405**

WE, THE DULY APPOINTED MEMBERS OF THE POTTAWATOMIE COUNTY ELECTION BOARD, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT NUMBER OF VOTES CAST IN THE ELECTION HELD ON 6/26/2012. RESULTS OF SAID ELECTION ARE SHOWN ABOVE. DATED AT SHAWNEE, OKLAHOMA, THIS 29th DAY OF JUNE, 2012.

Peggy J. Harwell
CHAIRMAN

Doris Norton
VICE-CHAIRMAN

Diana L. Knight
SECRETARY



Regular Board of Commissioners **2. f.**

Meeting Date: 08/06/2012

Fire Dept SAFER Grant Request

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize Fire Department to submit SAFER Grant request to FEMA.

Attachments

SAFER Grant

CITY OF SHAWNEE
FIRE DEPARTMENT

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

ADMINISTRATION

David Short, Fire Chief
405-878-1556

Dru Tischer, Deputy Fire Chief
405-878-1538

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

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

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

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

What is SAFER ?

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

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

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

What could a SAFER award do for us ?

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

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

Shawnee Fire Department FY2012 SAFER Grant Request Comparison

# of Firefighters Requested	Grant Funds Requested/yr	Total Grant Funds Requested (2 yr)	Total Cost/yr After Grant	Total Overtime Saved/yr Using 2011 Figures	Total Overtime Savings During Grant Period of Performance
3	$168,858.39	$337,716.78	$168,858.39	$132,632.64	$265,265.28

3 Additional FF Potential Grant Fund Impact (Award + 2yr OT savings)	$602,982.06
Total Budget Increase Required to Retain FFs After Grant Period of Performance (Total Cost/yr minus Total Overtime Saved)	$36,225.75
Grant Request Priority Based on SFD Current Ability to Comply with NFPA 1710 Staffing Requirements (using published priorites in FY2012 SAFER Program Guidance)	High
Grant Request Priority Based on SFD Ability to Comply with NFPA 1710 Staffing Requirements **If Awarded** (using published priorites in FY2012 SAFER Program Guidance)	Low

# of Firefighters Requested	Grant Funds Requested/yr	Total Grant Funds Requested (2 yr)	Total Cost/yr After Grant	Total Overtime Saved/yr Using 2011 Figures	Total Overtime Savings During Grant Period of Performance
6	$337,716.78	$675,433.56	$337,716.78	$241,453.94	$482,907.88

6 Additional FF Potential Grant Fund Impact (Award + 2yr OT savings)	$1,158,341.44
Total Budget Increase Required to Retain FFs After Grant Period of Performance (Total Cost/yr minus Total Overtime Saved)	$96,262.84
Grant Request Priority Based on SFD Current Ability to Comply with NFPA 1710 Staffing Requirements (using published priorites in FY2012 SAFER Program Guidance)	High
Grant Request Priority Based on SFD Ability to Comply with NFPA 1710 Staffing Requirements **If Awarded** (using published priorites in FY2012 SAFER Program Guidance)	High

Regular Board of Commissioners **4.**

Meeting Date: 08/06/2012

Deannex Property Lake Road and Drummond Road

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider an ordinance de-annexing property located at northwest of the intersection of Lake Road and Drummond Road consisting of a part of the plat of Rolling Meadows.

Attachments

Deannex Memo

Ordinance Deannex

City of Shawnee

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

MEMORANDUM

AGENDA: August 6, 2012

TO: Shawnee City Commission

FROM: Justin Erickson, Planning Director

RE: Request for De-annexation

This request for de-annexation is proposed by Staff in accordance with Oklahoma Statute (Title 11, Section 21-110.A.1). The area in question is 101.50 acres and has long been assumed to be outside of city limits by the City, County and residents.

A previous request for the de-annexation of land immediately adjacent to the subject property was approved in 1972 (Ordinance #565NS). The area described in the proposed ordinance (101.50 acres) was believed to have been included in the previous request. In fact, an error in the legal description omitted a portion of what is now known as Rolling Meadows and the City did not determine this until recent advancements in the City's computer mapping software. The Rolling Meadows plat was approved by Pottawatomie County in 1975 and includes the area that was mistakenly not included in the previous de-annexation.

The area in question has been historically treated as being outside of city limits. The City has never issued building permits in the Rolling Meadows Plat.

Staff recommends passage of the attached ordinance.

Attachments

APPROX.
400'
SHAWNEE CITY LIMITS
LOT 6
ROLLING MEADOWS
DRUMMOND RD
APPROX.
400'
LAKE RD

SE 13-10-2

1967 BOOK 412 PAGE 514

02

ORDINANCE NO. 5655

Deeds Vol

AN ORDINANCE DE-ANNEXING CERTAIN PROPERTY NOW WITHIN THE CITY LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, DESCRIBING SAID PROPERTY, REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE MAYOR AND THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1. That all of that property, territory and land described as follows:

East one half (E1/2) of the Southeast quarter (SE 1/4) of Section 13, TION, R2E, I.M., Pottawatomie County, Oklahoma.

be and all of said property is hereby de-annexed from the corporate limits of the City of Shawnee, Oklahoma, pursuant to the provisions of law applicable thereto and provided that the corporate limits of said City of Shawnee shall not, after the effective date of this ordinance, include the above described property.

SECTION 2. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. That for the preservation of the public peace, health and emergency is hereby declared to exist by reason whereof this ordinance shall be in effect immediately from and after its passage and approval.

PASSED AND APPROVED this the 6th day of March 1972.

MAYOR

I, the undersigned, duly qualified and acting City Clerk of the City of Shawnee, State of Oklahoma, hereby certify that the above and foregoing document, consisting of ..... pages, is a true and correct copy of the original document on file in the City Clerk's office.

Witness my hand and the seal of said City this 21st day of March 19 72

City Clerk

ATTEST:

CITY CLERK

BOOK 412 PAGE 515

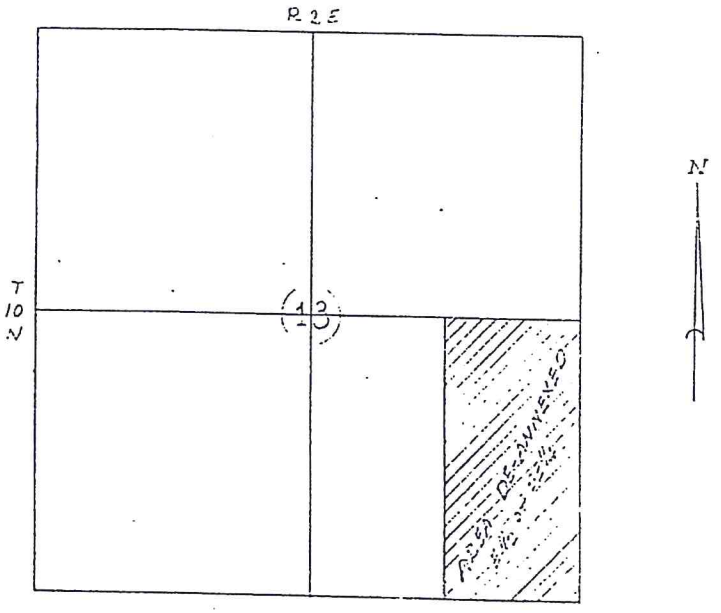
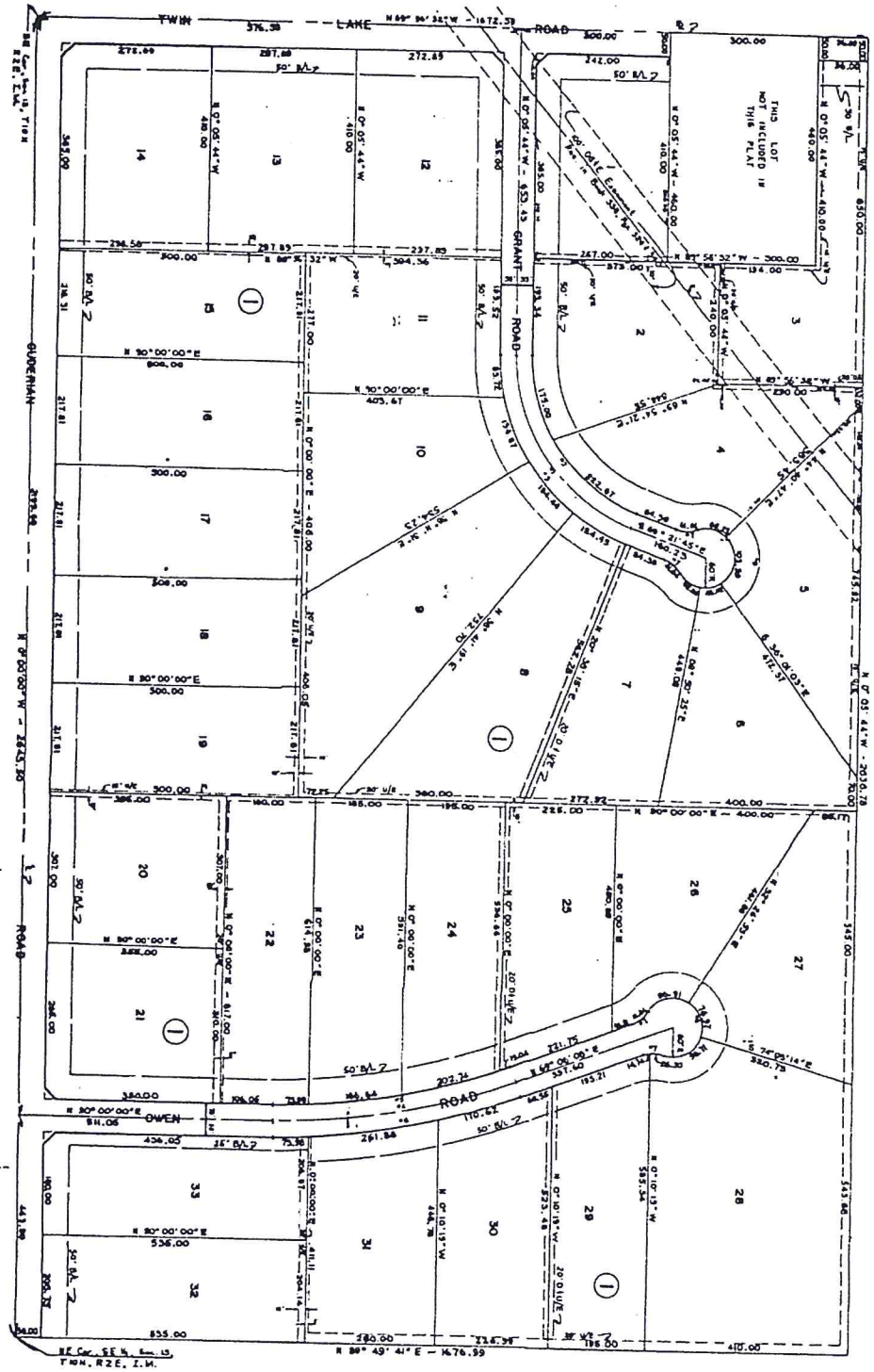


EXHIBIT "A"
DE-ANNEXING ORDINANCE NO. 565 NS
6 March 1972



ROLLING MEADOWS

A SUBDIVISION OF PART OF THE SE 1/4, SEC. 13, T10N, R2E, I.M.
POTTAWATOMIE COUNTY, OKLAHOMA

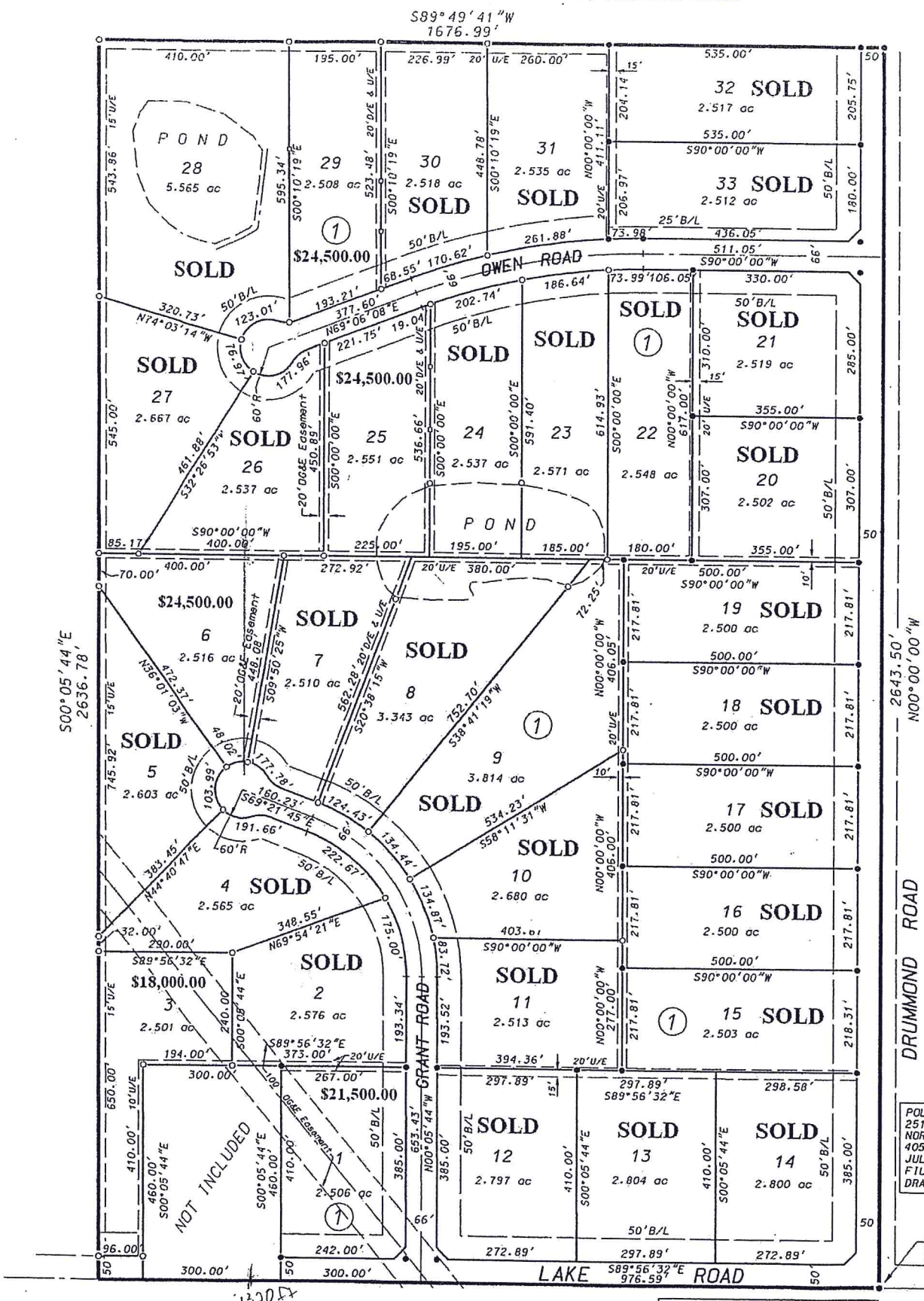
ENTRY
NUMBER

SOUTHWEST TITLE & TRUST COMPANY

ROLLING MEADOWS

A SUBDIVISION OF PART OF THE SE 1/4 OF SEC. 13, T10 N, R2E, IN POTTAWATOMIE COUNTY, OKLAHOMA

As of: 10 January 2012



LAWSON ENTERPRISES, L.L.C.

Professional Property Management & Development

501 Hallmark Blvd. #61
Purcell, OK 73080

Phone: (405)-527-6819
Fax: (405)-527-4517

- Underground Utilities
- Restricted
- Property Owners Assn.
- Rural Water
- Natural Gas
- Bethel School Dist.
- Paved Roads
- No Manf. Housing
- 1,500 Sq. Ft. Minimum Excluding 2nd Stories & Garages

SCALE FEET
0 100 200 300

POLLARD & WHITED SURVEYING, INC.
2514 TEE DRIVE
NORMAN, OKLAHOMA 73069
405-366-0001
JULY 15, 2005
FILE: 13-10N2E.dgn
DRAWN BY: RODGER WHITED

NOTE: THIS IS A REDRAFT OF THE ORIGINAL PLAT FILED IN THE COUNTY CLERK'S OFFICE. THIS DOES NOT REPRESENT A SURVEY OR RESURVEY. THE PLAT OF RECORD HAS ADDITIONAL INFORMATION NOT SHOWN HEREON.

(405)-527-5669

ORDINANCE NO. _____

AN ORDINANCE DE-ANNEXING/DETACHING CERTAIN PROPERTY NOW WITHIN THE CITY LIMITS OF SHAWNEE, OKLAHOMA, DESCRIBING SAID PROPERTY, REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND DECLARING AN EMERGENCY.

WHEAREAS, the Shawnee City Commission passed Ordinance 565NS on March 6, 1972 de-annexing certain lands adjacent to the described property below;

WHEREAS, the land described in Ordinance 565NS and the land described below was subsequently developed as the plat of Rolling Meadows, which was filed on June 4, 1975 in Pottawatomie County without City of Shawnee review or acceptance;

WHEREAS, Ordinance 565NS was in error and did not correctly describe the area intended for de-annexation, which corresponds with the boundaries of the plat of Rolling Meadows; and

WHEREAS, the City of Shawnee and residents of the area have assumed the area described below was outside of City Limits and the City provides no utilities or services to the area;

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

SECTION 1: AMENDATORY. That pursuant to the provisions of applicable law, the following property herein described shall be de-annexed and detached from the city limits of the City of Shawnee, Oklahoma:

> A strip, piece or parcel of land lying in part of the SE¼ and SW¼ of Section 13, T10N, R2E, in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:
>
> Beginning at the Southeast corner of said SE¼, thence N 89°56’32” W along the South line of said SE¼ for a distance of 1,672.59 feet to a point being the SW corner of the Rolling Meadows platted subdivision, thence N00°05’44” W along the west side of said plat for a distance of 2,636.78 feet to the NW corner of said plat, thence N 89°49’41” E along the north side of said plat for a distance of 1676.99 feet to the NE corner of said plat with the point also lying on the East line of said SE¼, thence S 00°00’00” E along the East line of said SE¼ for a distance of 2,643.50 feet to the point of beginning.
>
> Containing 101.50 acres, more or less.

SECTION 2: REPEALER. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED this _____ day of _____, 2012.

_____
LINDA PETERSON, MAYOR

(SEAL)

ATTEST:

_____
PHYLLIS LOFTIS, CMC, CITY CLERK

EMERGENCY SEPARATELY MOVED AND APPROVED this _____ day of _____, 2012.

_____
LINDA PETERSON, MAYOR

(SEAL)

ATTEST:

_____
PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY this ___ day of _____, 2012.

_____
MARY ANN KARNS City Attorney

Regular Board of Commissioners **5.**

Meeting Date: 08/06/2012

Final Plat and Easement Legacy Park Second Addition

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider acceptance of public easements and dedications associated with the Final Plat of Legacy Park Second Addition and authorizing recording of the final plat and obtainment of signatures.

Attachments

Legacy Park Memo

Legacy Park 3 Final Plat

City of Shawnee

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

MEMORANDUM

AGENDA: August 6, 2012

TO: Shawnee City Commission

FROM: Justin Erickson, Planning Director

RE: Legacy Park Second Addition – Final Plat

Staff recommends acceptance of public easements and dedications associated with the Final Plat of Cottage Park of Shawnee, authorizing the recording of the final plat and obtainment of signatures. The developer is Mr. Terry Carty of the Carland Group.

The plat is a one-lot plat this is zoned PUD (Cottage Park PUD). Public water and sewer are at the site. Completion of site improvements has further been guaranteed by the developer through financing provided by Bancfirst of Shawnee. Recording of the final plat is authorized pursuant to Section 70.3 of the Shawnee Subdivision Regulations.

The completed building will be utilized as a memory-care facility.

Attachment

FINAL PLAT

LEGACY PARK SECOND ADDITION

A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER OF
SECTION 12, TOWNSHIP 10 NORTH, RANGE 3 EAST, I.M.
TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
That Carland Group, L.L.C., does hereby certify that it is the owner of and the only persons, firms, or corporation having any right, title or interest in and to the land shown on the annexed plat, and that they have caused the same to be surveyed and platted, and that they hereby dedicate all the streets and easements shown hereon to the public, for the purposes of streets, utilities and drainage, for their heirs, executors, administrators, successors and assign forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate. In Witness Whereof, the undersigned have caused this instrument to be executed this __ day of _____, 20__. Covenants, reservations and restrictions for this addition are contained in a separate instrument.

Carland Group, L.L.C.

_____
MANAGER

STATE OF OKLAHOMA)
)SS:
COUNTY OF POTTAWATOMIE)

The foregoing instrument was acknowledged before me this __ day of _____, 20__.

My Commission Expires:

_____ _____
Notary Public

LAND SURVEYOR'S CERTIFICATE

I, Billy Gene Knight, Professional Land Surveyor hereby certify that the annexed plat of Legacy Park Second Addition, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, correctly represents a careful survey made under my supervision and any monuments shown thereon actually exist and their respective positions are correctly shown. I further certify that this plat complies with the requirements of Senate Bill No. 377, Section 518, as amended.

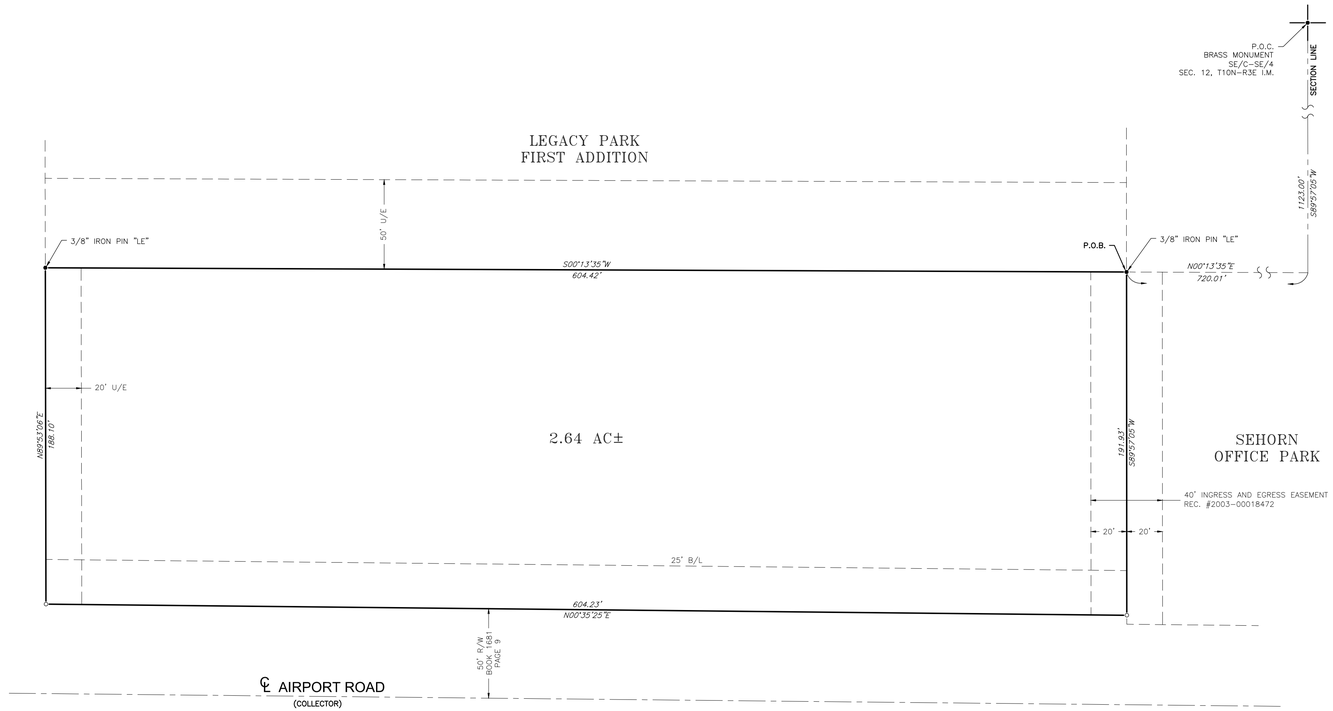
_____
Billy Gene Knight, P.L.S. 1244

STATE OF OKLAHOMA)
)SS:
COUNTY OF POTTAWATOMIE)

The foregoing instrument was acknowledged before me this __ day of _____, 20__.

My Commission Expires:

_____ _____
Notary Public



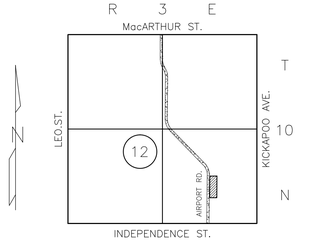
SCALE:
1" = 40'

BASIS OF BEARING OF S89°57'05"W ALONG THE SOUTH LINE OF SE/4 OF SEC. 12, T10N-R3E I.M.

LEGEND

(o)	INDICATES 3/8" IRON PIN, SET
(●)	INDICATES EXISTING IRON PIN
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
B/L	BUILDING LINE

LEGAL DESCRIPTION:
A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP 10 NORTH, RANGE 3 EAST (T10N-R3E) OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED BY BILLY GENE KNIGHT, L.S. #1244 ON MAY 10, 2011 AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER (SE/C) OF SAID SE/4; THENCE S89°57'05"W ALONG THE SOUTH LINE OF SAID SE/4 A DISTANCE OF 1123.00 FEET; THENCE N00°13'35"E A DISTANCE OF 720.01 FEET TO THE POINT OF BEGINNING; THENCE S89°57'05"W A DISTANCE OF 191.03 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF AIRPORT ROAD; THENCE N00°35'25"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 604.23 FEET; THENCE N89°53'06"E A DISTANCE OF 188.10 FEET; THENCE S00°13'35"W A DISTANCE OF 604.42 FEET TO THE POINT OF BEGINNING, CONTAINING 2.64 ACRES, MORE OR LESS, AND SUBJECT TO A TWENTY (20) FOOT INGRESS AND EGRESS EASEMENT ALONG THE SOUTH 20 FEET OF SAID PROPERTY, AND SUBJECT TO ALL OTHER RECORDED EASEMENTS AND RIGHT OF WAYS THEREOF.



LOCATION MAP
SCALE: 1" = 2000'

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified abstractor in and for Pottawatomie County, State of Oklahoma, hereby certifies that according to the records of said County, title to the land included in the annexed plat of Legacy Park Second Addition, an Addition to the City of Shawnee, Pottawatomie County, Oklahoma, appears to be vested in Carland Group, L.L.C. All lands described and referred to are unencumbered by pending actions, judgments, liens, mortgages, taxes and other encumbrances, EXCEPT oil, gas and other mineral leases and interests which have been previously conveyed and easements and general mortgages of record.

EXECUTED at City of Shawnee, Pottawatomie County, State of Oklahoma, on this __ day _____, 20__.

ATTEST: First American Title & Trust Co.

By:_____ By:_____
Asst. Secretary Vice-President

STATE OF OKLAHOMA)
)SS:
COUNTY OF POTTAWATOMIE)

The foregoing instrument was acknowledged before me this __ day of _____, 20__.

By _____, Vice-President of First American Title & Trust Co., an Oklahoma Corporation, on behalf of the Corporation.

My Commission Expires:

_____ _____
Notary Public

COUNTY TREASURER'S CERTIFICATE

I,_____ , do hereby certify that I am the duly elected, qualified and acting County Treasurer of Pottawatomie County, State of Oklahoma, that the tax records of said County show all taxes are paid for the year 20___, and prior years on the land shown on the annexed plat, that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of the current years taxes. IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at the City of Shawnee, Oklahoma, this __ day of _____, 20__.

_____
County Treasurer

CITY PLANNING COMMISSION APPROVAL

I,_____ , Chairman of the City Planning Commission for the City of Shawnee, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat on the __ day of _____, 20__.

_____
Chairman

ACCEPTANCE OF DEDICATION OF CITY COMMISSION

BE IT RESOLVED by the Council of the City of Shawnee Oklahoma, that the dedications shown on the annexed plat are hereby accepted. Adopted by the Council of the City of Shawnee, Oklahoma, this __ day of _____, 20__.

Attest: City of Shawnee, Oklahoma

_____ _____
City Clerk Mayor

CERTIFICATE OF CITY CLERK

I,_____ , City Clerk of the City of Shawnee, State of Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or unmatured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this __ day of _____, 20____.

_____
City Clerk

OWNER'S CORPORATE SEAL | OWNER'S NOTARY SEAL | LAND SURVEYOR'S SEAL | SURVEYOR'S NOTARY SEAL | BONDED ABSTRACTOR'S SEAL | COUNTY TREASURER'S SEAL | CITY CORPORATE SEAL

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

IF THE SURVEYOR'S SEAL IMPRESSION IS NOT RED COLORED, THE PLAT IS A COPY.

LANDES ENGINEERING L.L.C. & ASSOCIATES
CA #2260 EXP. 06/30/11
903 EAST 35TH STREET, SHAWNEE, OK. 74804
405-275-5755

DATE: 05/18/2011 REV.:

LEGACY PARK SECOND ADDITION
SHAWNEE, OKLAHOMA

DRAWN BY: ml
CHECKED BY: BGK
DRAWING NUMBER: 1 OF 1

Regular Board of Commissioners **6.**

Meeting Date: 08/06/2012

Resolution and Agreement ODOT - Kickapoo Street

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider a resolution authorizing approval of ODOT LPA Agreement for the Kickapoo Street Paving Project
(MacArthur to Kickapoo Spur)

Attachments

Agreement ODOT

Resolution ODOT

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

July 18, 2012

Mr. John Krywicki, City Engineer
City Of Shawnee
PO Box 1448
Shawnee, Oklahoma 74802

Subject: SEC117-163A(227)SG J/P 22908(06) City of Shawnee, Pottawatomie County.
Kickapoo Street from Kickapoo Spur to 0.1 mile North of University Street..

Dear City Official:

Enclosed are four copies of the LPA agreement on the above referenced project and one return envelope.

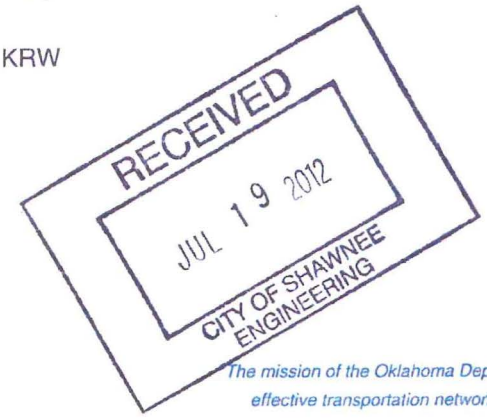
Please have all parties sign the agreements and the City Clerk place his/her seal on all four of these documents and return them to our office in the enclosed pre addressed envelope at your earliest convenience.

Should you have any questions please feel free to contact Kendall Wallace at 405-522-1587 or e-mail at *kwallace@odot.org.*

Sincerely,

Kendall Wallace
Acquisition Branch

KRW



RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT

This Agreement, made and entered into this ___ day of _____, 20___, by and between the City of Shawnee, Pottawatomie County, Oklahoma, hereinafter called the City and the Department of Transportation of the State of Oklahoma, hereinafter called the Department,

Witnesseth:

That for and in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

In connection with the location and improvement of a portion of the City Street System within the corporate limits of the City, now designated as Kickapoo Street from Kickapoo Spur to 0.1 mile north of University Street. under plans and specifications for SEC117-163A(227)SG, Job No. 22908.

WHEREAS, legislative authorization and the rules, regulations, and policies of the Department provide the basis of cooperation between the parties to effect such highway improvements.

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway, acknowledges receipt of and adopts the plans for said project as the official grade and drainage plans of the Underwriter for the streets, boulevards, or arterial highway included therein. Further, and in addition to the provisions contained elsewhere herein, City hereby grants to the Department access to and the use of all rights-of-way belonging to or controlled by the City and City shall not permit the vacation of any such street, alley or other rights-of-way without the prior written approval of Chief, Right of Way Division, Department of Transportation, State of Oklahoma.

2. That prior to the advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

(a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and City owned property when required, and other rights-of-way shown on said plans.

(b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations. Said removal shall be accomplished immediately on execution of this agreement and shall include necessary legal action where required.

(c) Prohibit parking on that portion of the project within the corporate limits of the Local Public Agency.

(d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.

(e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

3. That City will:

(a) Determine and locate, with the Department's approval, a detour route over existing city streets, if a re-routing of traffic or a detour is necessary during the period of construction.

(b) Be responsible during or subsequent to construction, for all costs for the operation and any maintenance necessary to the approved detour route over existing City streets, or any other street as a result of additional traffic.

(c) Be responsible for all costs for repairs or maintenance to any City street, during or subsequent to construction, which results from additional traffic where construction is performed under traffic.

(d) To the extent permitted by the ***Oklahoma Governmental Tort Claims Act***, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, it's officers and employees, and shall process and defend at it's own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the ***Oklahoma Governmental Tort Claims Act***, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein.

e) Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality(ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2002, or latest revision, to secure a storm water permit with the ODEQ, for utility relocations when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans

4. That subsequent to the construction of said project, City will:

(a) Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.

(b) Erect, maintain, and operate traffic control signals, including speed limit and traffic control signs, only in accordance with 47 OS 2001, Section 15-104, 15-105 and 15-106, and subject to the approval, direction and control of the Department.

(c) Regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping, and turns, in accordance with 47 OS 2001, 15-104, et seq. and to make no changes in the provisions thereof without the approval of the Department.

(d) Maintain all that part of said project within the corporate limits of the City.

(e) The City shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5. That all covenants of this Agreement shall apply to any area hereinafter annexed to the City which lies within the limits of this project.

6. That it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

7. To acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project.

(a) Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.

(b) Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.

(c) That as a condition to receiving any Federal Financial Assistance from the Department, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252.42 U.S.C. 2000d-35 seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of federally-assisted Program of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

8. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the City will provide and be responsible for the Relocation Assistance Program and for all cost associated with the relocation assistance payments. The Department will supply a list of approved service providers qualified to administer the Relocation Assistance Program. The City agrees to employ a service provider from the approved list and comply with all applicable rules, regulations, statues, policies and procedures of both the United States and the State of Oklahoma. Before any relocation assistance payments are made, all files with parcels requiring relocation shall be audited by the Department. The Department shall be notified in writing within seven (7) days of the date of the offer to the property owner on any parcel which will require relocation assistance. Written notifications of offers to acquire shall be addressed to Project Manager, Right-of-Way Division, Oklahoma Department of Transportation, 200 N. E. 21st Street, Oklahoma City, Oklahoma 73105.

IN CONSIDERATION of the grants and covenants by the City herein contained and the faithful performance thereof by the City, the City agrees to construct said project in accordance with said plans and specifications; provided that the right to review and approve and to make such changes in the plans and specifications as are necessary for the proper construction of said project is reserved to the Department.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the ___ day of _____, 20__, and the State on the ___ day of _____, 20__.

ATTEST:

_____
City Clerk

CITY OF SHAWNEE

_____
Mayor

REVIEWED AND APPROVED AS TO FORM AND LEGALITY

_____
Chief, Legal Division (ODOT)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

_____
Director

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXECUTION OF A CERTAIN RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT BETWEEN THE CITY OF SHAWNEE AND THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF OKLAHOMA REGARDING PUBLIC PROJECT SEC 177-163A(227)SG, J/P 22908.

WHEREAS, it appears reasonable and necessary for the City of Shawnee, Pottawatomie County, Oklahoma, to execute a Right-of-Way, Public Utility and Encroachment Agreement in connection with the construction of a public project known as SEC 117-163A(227)SG, J/P 22908, in accordance with the terms and tenor of 69 O.S. 2001, Sections 1205, 1206, 1401 and 1403.

NOW, THEREFORE, BE IT RESOLVED by the City of Shawnee, Pottawatomie County, Oklahoma, sitting in regular session, that such contract be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

PASSED AND APPROVED at a regular meeting of the City Commission and duly signed by the Mayor this 6th day of August, 2012.

_____
LINDA PETERSON, MAYOR

(SEAL)

ATTEST:

_____
PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners **7.**

Meeting Date: 08/06/2012

Water and Sewer Rates

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider an ordinance relating to water and sanitary sewer rates.
(Deferred from July 16, 2012 meeting)

Attachments

Ordinance Water Sewer Rates

ORDINANCE NO. _____

AN ORDINANCE RELATING TO WATER AND SANITARY SEWER RATES FOR THE CITY OF SHAWNEE, OKLAHOMA, AMENDING SUBSECTIONS (a) AND (b), SECTION 26-26, ARTICLE II, CHAPTER 26 OF THE CODE OF THE CITY OF SHAWNEE; AMENDING WATER RATES FOR RESIDENTIAL AND COMMERCIAL USE BOTH INSIDE AND OUTSIDE THE CITY LIMITS; AMENDING SUB-SECTIONS (b) AND (c), SECTION 26-27, ARTICLE II, CHAPTER 26 OF THE CODE OF THE CITY OF SHAWNEE; AMENDING SANITARY SEWER RATES FOR RESIDENTIAL AND COMMERCIAL USE BOTH INSIDE AND OUTSIDE THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

SECTION 1: AMENDATORY. That Sub-Section (a), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee is hereby amended to read as follows:

(a) The minimum charge for water used by consumers inside the city limits shall be as follows:

RESIDENTIAL

November 1, 2009 to June 30, 2010

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 7.30
1,001 – 4,000	3.69
4,001 – 1,000,000	3.79
1,000,001 – 2,000,000	3.89
More than 2,000,000	3.99

July 1, 2010 to June 30, 2011

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 11.05
1,001 – 4,000	3.69
4,001 – 1,000,000	3.79
1,000,001 – 2,000,000	3.89
More than 2,000,000	3.99

July 1, 2011 to October 31, 2012

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 18.15
1,001 – 4,000	3.79
4,001 – 1,000,000	3.89
1,000,001 – 2,000,000	3.99
More than 2,000,000	4.09

November 1, 2012 to October 31, 2013

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 20.70
1,001 – 4,000	3.79
4,001 – 1,000,000	3.89
1,000,001 – 2,000,000	3.99
More than 2,000,000	4.09

November 1, 2013 to October 31, 2014

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 20.70
1,001 – 4,000	3.89

4,001 – 1,000,000	3.99
1,000,001 – 2,000,000	4.09
More than 2,000,000	4.19

COMMERCIAL

November 1, 2009 to June 30, 2010

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 9.13
1,001 – 4,000	3.69
4,001 – 1,000,000	3.79
1,000,001 – 2,000,000	3.89
More than 2,000,000	3.99

July 1, 2010 to June 30, 2011

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 13.81
1,001 – 4,000	3.69
4,001 – 1,000,000	3.79
1,000,001 – 2,000,000	3.89
More than 2,000,000	3.99

July 1, 2011 to October 31, 2012

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 22.69
1,001 – 4,000	3.79
4,001 – 1,000,000	3.89
1,000,001 – 2,000,000	3.99
More than 2,000,000	4.09

November 1, 2012 to October 31, 2013

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 25.88
1,001 – 4,000	3.79
4,001 – 1,000,000	3.89
1,000,001 – 2,000,000	3.99
More than 2,000,000	4.09

November 1, 2013 to October 31, 2014

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 25.88
1,001 – 4,000	3.89
4,001 – 1,000,000	3.99
1,000,001 – 2,000,000	4.09
More than 2,000,000	4.19

COMMERCIAL-INSIDE COMPOUND METER

November 1, 2009 to June 30, 2010

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 9.13
1,001 – 4,000	3.69
4,001 – 1,000,000	3.79

1,000,001 – 2,000,000	3.89
More than 2,000,000	3.99

July 1, 2010 to June 30, 2011

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 13.81
1,001 – 4,000	3.69
4,001 – 1,000,000	3.79
1,000,001 – 2,000,000	3.89
More than 2,000,000	3.99

July 1, 2011 to October 31, 2012

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 22.69
1,001 – 4,000	3.79
4,001 – 1,000,000	3.89
1,000,001 – 2,000,000	3.99
More than 2,000,000	4.09

November 1, 2012 to October 31, 2013

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 25.88
1,001 – 4,000	3.79
4,001 – 1,000,000	3.89
1,000,001 – 2,000,000	3.99
More than 2,000,000	4.09

November 1, 2013 to October 31, 2014

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 25.88
1,001 – 4,000	3.89
4,001 – 1,000,000	3.99
1,000,001 – 2,000,000	4.09
More than 2,000,000	4.19

SECTION 2: AMENDATORY. That Sub-Section (b), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee is hereby amended to read as follows:

(b) The rate to be charged for furnishing water for consumption outside the city limits shall be as follows:

RESIDENTIAL

November 1, 2009 to June 30, 2010

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 10.66
1,001 – 4,000	5.53
4,001 – 1,000,000	5.63
1,000,001 – 2,000,000	5.73
More than 2,000,000	5.83

July 1, 2010 to June 31, 2011

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 14.41
1,001 – 4,000	5.54
4,001 – 1,000,000	5.69
1,000,001 – 2,000,000	5.84
More than 2,000,000	5.99

July 1, 2011 to October 31, 2012

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 21.51
1,001 – 4,000	5.69
4,001 – 1,000,000	5.84
1,000,001 – 2,000,000	5.99
More than 2,000,000	6.14

November 1, 2012 to October 31, 2013

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 24.06
1,001 – 4,000	5.69
4,001 – 1,000,000	5.84
1,000,001 – 2,000,000	5.99
More than 2,000,000	6.14

November 1, 2013 to October 31, 2014

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 24.06
1,001 – 4,000	5.84
4,001 – 1,000,000	5.99
1,000,001 – 2,000,000	6.14
More than 2,000,000	6.29

COMMERCIAL

November 1, 2009 to June 30, 2010

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 13.33
1,001 – 4,000	5.53
4,001 – 1,000,000	5.63
1,000,001 – 2,000,000	5.73
More than 2,000,000	5.83

July 1, 2010 to June 30, 2011

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 18.01
1,001 – 4,000	5.54
4,001 – 1,000,000	5.69
1,000,001 – 2,000,000	5.84
More than 2,000,000	5.99

July 1, 2011 to October 31, 2012

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 26.89
1,001 – 4,000	5.69
4,001 – 1,000,000	5.84
1,000,001 – 2,000,000	5.99
More than 2,000,000	6.14

November 1, 2012 to October 31, 2013

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 30.08
1,001 – 4,000	5.69
4,001 – 1,000,000	5.84
1,000,001 – 2,000,000	5.99
More than 2,000,000	6.14

November 1, 2013 to October 31, 2014

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 30.08
1,001 – 4,000	5.84
4,001 – 1,000,000	5.99
1,000,001 – 2,000,000	6.14
More than 2,000,000	6.29

SECTION 3: AMENDATORY. That Sub-Section (b), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee is hereby amended to read as follows:

(b) The charge for sanitary sewer use by consumers inside the city limits shall be as follows:

RESIDENTIAL

November 1, 2009 to June 30, 2010

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 9.95
Over 1,000	2.75

July 1, 2010 to June 30, 2011

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 11.25
Over 1,000	2.80

July 1, 2011 to October 31, 2012

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 11.60
Over 1,000	2.85

November 1, 2012 to October 31, 2013

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 13.50
Over 1,000	2.90

November 1, 2013 to October 31, 2014

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 13.50
Over 1,000	2.90

COMMERCIAL

November 1, 2009 to June 30, 2010

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 12.44
Over 1,000	2.75

July 1, 2010 to June 30, 2011

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 14.06
Over 1,000	2.80

July 1, 2011 to October 31, 2012

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 14.50
Over 1,000	2.85

November 1, 2012 to October 31, 2013

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 16.88
Over 1,000	2.90

November 1, 2013 to October 31, 2014

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 16.68
Over 1,000	2.90

SECTION 4: AMENDATORY. That Sub-Section (c), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee is hereby amended to read as follows:

(c) The rate to be charged for furnishing water for consumption outside the city limits shall be as follows:

RESIDENTIAL

November 1, 2009 to June 30, 2010

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 14.93
Over 1,000	4.13

July 1, 2010 to June 30, 2011

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 16.88
Over 1,000	4.20

July 1, 2011 to October 31, 2012

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 17.40
Over 1,000	4.28

November 1, 2012 to October 31, 2013

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 20.25
Over 1,000	4.35

November 1, 2013 to October 31, 2014

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 20.25
Over 1,000	4.35

COMMERCIAL

November 1, 2009 to June 30, 2010

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 18.66
Over 1,000	4.13

July 1, 2010 to June 30, 2011

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 21.10
Over 1,000	4.20

July 1, 2011 to October 31, 2012

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 21.75
Over 1,000	4.28

November 1, 2012 to June 30, 2013

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 25.31
Over 1,000	4.35

November 1, 2013 to June 30, 2014

Number of Gallons	*Monthly Rate Per Thousand Gallons*
0 – 1,000	$ 25.31
Over 1,000	4.35

SECTION 5: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

SECTION 6: SEVERABILITY. The provisions of this ordinance are severable, and if any sentence, provision or other part of this Ordinance shall be held invalid, the decision of the courts so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION 7: EMERGENCY. That for the preservation of the public peace, health, and safety, an emergency is hereby declared to exist, by reason whereof this Ordinance shall be in full force and effect immediately upon passage and approval.

PASSED AND APPROVED this _____ day of _____, 2012.

_____
LINDA PETERSON, MAYOR

ATTEST:

_____
PHYLLIS LOFTIS, CMC, CITY CLERK

EMERGENCY SEPARATELY MOVED AND APPROVED this ____ day of _____, 2012.

_____
LINDA PETERSON, MAYOR

ATTEST:

_____
PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners **8.**

Meeting Date: 08/06/2012

Drought Management Plan Revised

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider approval of an ordinance revising the Drought Management Plan that was passed and approved on June 16, 2012.

Attachments

Ordinance Drought Management

ORDINANCE NO. _____

AN ORDINANCE RELATING TO A DROUGHT MANAGEMENT PLAN FOR THE CITY OF SHAWNEE, OKLAHOMA, REPEALING AND AMENDING SECTIONS 26-67 AND 26-67.1 OF THE SHAWNEE MUNICIPAL CODE, SETTING FORTH VOLUNTARY AND MANDATORY RESTRICTIONS FOR WATER USE IN CASE OF WATER SHORTAGES, PROVIDING FOR PENALTIES, PROVIDING FOR REPEALER, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY.

WHEREAS, from time to time conditions develop that cause a negative impact on the ability of the City of Shawnee to supply water to its citizens; and

WHEREAS, the City of Shawnee has performed a comprehensive analysis of the capability of its water supply and distribution capabilities; and

WHEREAS, it is necessary for the City of Shawnee to have the right and power in case of emergency to regulate the use of water to all consumers by resolution, proclamation, or ordinance as it may deem necessary for the public health, safety, and welfare:

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

SECTION 1: IMPLEMENTATION OF PLAN. Whenever either Twin Lakes or Wes Watkins Reservoir reaches an elevation of 1,064 feet, the Drought Management Plan set forth herein shall be implemented by the method deemed appropriate by the Mayor and City Commission, or by the City Manager, until such time as approval can be ratified by the Mayor and City Commission.

SECTION 2: VOLUNTARY RESTRICTIONS. It is important to be constantly aware of water needs and understand that there are times when it is necessary to conserve water. Prudent use of this essential natural resource is the responsibility of every citizen. We must all take voluntary steps to conserve our water, and this must be reinforced each summer when the need for water becomes the greatest.

Voluntary restrictions include the following:

- Turn off the tap while shaving or brushing teeth.
- Showers use less water than baths.
- Plug up the sink or use a wash basin if washing dishes by hand.
- Keep a pitcher of drinking water in the refrigerator rather than allowing the faucet to run until the water gets cool.
- Wash only full loads of laundry, or use appropriate water level or load size selection for washing machine.
- When replacing filters, look for water saving features.

SECTION 3: MANDATORY RESTRICTIONS.

A. Level 1 Mandatory Restrictions.

Level 1 Mandatory Restrictions begin when Twin Lakes reaches an elevation of 1,058 feet and/or the average weekly water treatment plant production exceeds 6.0 mgd. It is assumed that Wes Watkins Reservoir remains at an elevation of 1,062 feet. Mandatory restrictions include the following:

- Residential and Commercial, other than household purposes: For addresses ending in an odd number, use is restricted to 6 p.m. Monday through 10 a.m. Tuesday, and 6 p.m. Thursday until 10 a.m. Friday. For addresses ending in an even number, use is restricted to 6 p.m. Tuesday through 10 a.m. Wednesday, and 6 p.m. Friday until 10 a.m. Saturday.

B. Level 2 Mandatory Restrictions.

Level 2 Mandatory Restrictions begin when Twin Lakes reaches an elevation of 1,057 feet and/or the average weekly water treatment plant production exceeds 6.5 mgd. It is assumed that Wes Watkins Reservoir remains at an elevation of 1,062 feet. Mandatory restrictions include the following:

- Residential and Commercial, other than household purposes: For addresses ending in an odd number, outdoor watering is restricted to 6 p.m. Monday through 10 a.m. Tuesday. For addresses ending in an even number, use is restricted to 6 p.m. Tuesday until 10 a.m. Wednesday.

- Commercial: Users are required to reduce water usage by 10 percent as compared to the previous year's usage figures.

C. Level 3 Mandatory Restrictions.

Level 3 Mandatory Restrictions begin when Twin Lakes reaches an elevation of 1,056 feet and the average weekly water treatment plant production exceeds 4.0 mgd. Mandatory restrictions include the following:

- Residential and Commercial, other than household purposes: Outside water usage is restricted to 7:00 p.m. to 8:00 p.m. on the odd/even system defined as odd-numbered houses utilizing water on Monday and even-numbered houses utilizing water on Friday during the above hours. Water usage is limited to watering shrubs and young trees only.

- Commercial: Users are required to reduce water usage by 15 percent as compared to the previous year's usage figures.

- Other: Lawn watering, refilling or adding water to a public and private swimming pool, and washing any motor vehicle are forbidden.

Note, during Level 3 Mandatory Restrictions, it may be necessary to make withdrawals from the Wes Watkins recreational pool, after receiving appropriate approvals.

D. Level 4 Mandatory Restrictions.

Level 4 Mandatory Restrictions begin when Twin Lakes reaches an elevation of 1,055 feet and the average weekly water treatment plant production exceeds 3.5 mgd. Alternative triggers are when Twin Lakes reaches an elevation of 1,054 feet and/or the average weekly water treatment plant production exceeds 3.0 mgd. Mandatory restrictions include the following:

- Residential and Commercial, other than household purposes: There will be no usage authorized other than for household purposes.

- Commercial: Users are required to reduce water usage by 25 percent as compared to the previous year's usage figures.

- Other: Lawn watering, refilling or adding water to a public and private swimming pool, and washing any motor vehicle are forbidden.

SECTION 4: PENALTY.

The City Code, Section 26-67(b)(4), provides penalties for violation of a proclamation proclaiming a water emergency:

Any person violating any provision of the proclamation, upon conviction, shall be fined as follows:

(i) First Violation – Warning
(ii) Second Violation - $150 fine plus costs
(iii) Third Violation - $250 fine plus costs
(iv) Fourth and Subsequent Violation - $500 fine plus costs

In addition to such penalties, the water, sewer, and garbage services furnished by the City of Shawnee to any person or commercial business who violates any provision of such proclamation shall be subject to suspension summarily and without notice.

SECTION 5: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

SECTION 6: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION 7: EMERGENCY. Because it is necessary for the protection of the public's health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this _____ day of _____, 2012.

_____
LINDA PETERSON, MAYOR

ATTEST:

_____
PHYLLIS LOFTIS, CMC, CITY CLERK

EMERGENCY SEPARATELY MOVED AND APPROVED this _____ day of _____, 2012.

_____
LINDA PETERSON, MAYOR

ATTEST:

_____
PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners **9.**

Meeting Date: 08/06/2012

Chamber Contract regarding CVB

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action to determine whether to renew contract with Shawnee Area Chamber of Commerce for operation of a Convention and Visitor's Bureau, and, if so, discussion, consideration and possible action on amendments to the Contract.

Attachments

Memo from Sub Committee

Memo from City Attorney

Agreement for Chamber

Articles of Incorporation

CVB Trust Indenture

MEMORANDUM

To: **Mayor and City Commissioners**

From: **CVB Subcommittee**

Re: **Recommendations for CVB**

Date: **August 3, 2012**

We have met and reviewed the documents the City Attorney prepared at the request of the Commission which are included in the packet for the meeting of Monday, August 6, 2012. We recommend that:

1. The Commission authorize the City Manager, City Attorney and City Treasurer to enter into negotiations with representatives of the Shawnee Area Chamber of Commerce for a contract substantially in accordance with the one submitted. The Chair and Vice Chair of the Tourism Advisory Committee shall also participate in the discussions.
2. As a condition of the Contract, the Chamber of Commerce will agree to transfer title to the property purchsed with CVB funds to the City of Shawnee, subject to the payment of the indebtedness thereon, which may be made from the Hotel Surcharge Tax.
3. As a further condition of the Contract, the Chamber and CVB agree to hire a consultant to do an analysis of its operations, goals, and methods and to assist City officials, the Chamber staff and the TAC in issues of governance.
4. The Commission should request the City Attorney to prepare an ordinance that sets out the qualifications, terms, etc. of the present TAC for review, possible amendment and adoption by the Commission.
5. Following the meetings with consultants, the Commission, if it chooses, should address the issue of whether to form another entity.

Respectfully submitted

Vice Mayor Billy Collier
Commissioner Ward 1 Pam Stephens
Commissioner Ward 3 James Harrod

MEMORANDUM

TO: **Mayor and City Commissioners**

FROM: **Mary Ann Karns, City Attorney**

RE: **Options for Operation of Convention and Visitor's Bureau**

DATE: **August 2, 2012**

As you requested, I have prepared the following:

1. A sample of a contract between the City and the Shawnee Area Chamber of Commerce for the operation of the CVB.

2. A revision of a Trust Indenture for a Statutory Trust

3. Articles of Incorporation for a 501(c)(6) trust created pursuant to the Internal Revenue Code.

If you determine to end your contractual agreement with the Chamber in favor of another entity, you will also need to contract with that entity. The sample contract must be adapted for that purpose.

The Trust Indenture has been altered from the one previously submitted by limiting its purposes to tourism and related activities. I have done some limitation on powers, but have left enough in to allow it to carry out those purposes. The Trust also needs a name and initial Trustees, as well as other items set forth in bold, underlined language.

The Articles of Incorporation will need decisions by you before they are adopted. It will need a name and the names of the intial board of directors.

For either entity, you may preserve the Tourism Advisory Committee but have new Directors/Trustees. The new entity would essentially take on the role of the Chamber.

For either entity, I recommend you stay away from the name "Convention and Visitor's Bureau," preserving that for the entity it will contract to operate.

If you choose to create a new entity, you should consider a special meeting to approve a contract with the Board of Directors or Trustees.

If you terminate the Contract with the Chamber, you will need to consider how you will effect a transition to a new entity.

Finally, my continuing recommendation is to set the composition, etc. of the Tourism Advisory Committee by ordinance. At the present time, it is necessary to consult five separate resolutions to determine the membership of that Committee.

AGREEMENT FOR OPERATION OF CONVENTION & VISITORS BUREAU

This Agreement made and entered into this ____ day of _____, 2012, is among the City of Shawnee, a municipal corporation ("City"), the Shawnee Area Chamber of Commerce ("Chamber"), and the Shawnee Tourism Advisory Committee ("TAC"). It sets forth the duties and responsibilities of each of the parties for the operation of a Convention and Visitor's Bureau.

I. DUTIES AND RESPONSIBILITIES OF CHAMBER

A. Operation of Bureau. Chamber agrees to operate a Convention and Visitor's Bureau ("CVB") for the purpose of encouraging, promoting, and fostering conventions, conferences, and tourism development in the City of Shawnee consistent with Sections 25-226 through 25-239, inclusive, of the Shawnee Municipal Code and the Resolutions and Ordinances of the City. Chamber shall be responsible for the day-to-day management of the CVB consistent with this Agreement, policies, and procedures established by TAC, the annual program of work developed by TAC, and consistent with the budget approved by City.

B. Employees. Chamber agrees to provide a qualified and competent staff to be assigned to CVB and to provide all the management and administrative services required to present a viable promotional program including, but not limited to, the gathering and dissemination of information, ideas, research, promotional programs, servicing conventions (including all normal convention support services and equipment), representing local business, negotiating civic and hotel interests with associations and other convention groups, and assisting in development and promotion of local activities and attractions designed to enhance the City's tourist desirability. Staff assigned to CVB shall provide assistance to TAC in carrying out its obligations under this Agreement.

Chamber shall hire the employees to carry out its obligations in this Agreement. The number of employees assigned directly to the CVB shall be determined by TAC. Chamber shall be responsible for arranging and conducting interviews and the selection processes for those employees to be assigned directly to the CVB, and shall notify and invite the CVB Chair, or designee, to participate in those processes. TAC shall have the right to participate in the selection process of those employees assigned directly to the CVB. "Participate" is defined as reviewing all applications, participating in the interviews, and making a recommendation to Chamber. Chamber shall make the final selection from those interviewed and determine salaries, both initially and an annual basis thereafter.

The salary and benefits of Chamber employees assigned to CVB functions shall be paid entirely from proceeds of the hotel tax pursuant to the procedures in Article V of this Agreement.

All employees carrying out tasks pursuant to this Agreement are employees of the Chamber and not of TAC or the City of Shawnee.

C. Facilities. Chamber agrees to provide office and work space for the operation of CVB, including maintenance (interior and exterior), janitorial services, building identification, signage, and all utilities (except telephone). Chamber shall be reimbursed for overhead costs based on indirect cost allocations as determined by Chamber and

approved by TAC, set out in the Annual Operating Budget, and from the proceeds of the hotel tax. Payment shall be made pursuant to the procedures in Article V of this Agreement.

D. Management Services. Chamber agrees to provide other equipment and management services for the operation of the CVB. It shall allow reasonable use of its files, databases, records, and other information relative to convention and tourism activities, and access to its computer, audiovisual/technical equipment, and other equipment of the Chamber necessary to implement the said promotional program. The equipment shall include furniture, photocopier, postage machine, and telephone equipment. The services shall include bookkeeping, accounting, auditing, reception, oversight, and human resources functions. All employees (whether assigned to CVB or provided as part of management services) shall be bonded and Chamber shall carry insurance insuring both Chamber and City against all legal liability in amounts equal to those set out in the Oklahoma Governmental Tort Claims Act and workers' compensation laws. Proof of insurance and bonding shall be attached to this Agreement. The premiums for insurance and bonding shall be included in the management services fee set out in this paragraph. Chamber shall be reimbursed for management services based on indirect cost allocations as determined by Chamber and approved by TAC as set out in the annual operating budget, from the proceeds of the hotel tax. Payment shall be made pursuant to the procedures in Article V of this Agreement.

Chamber shall be paid for actual postage used relating to the CVB. Payment shall be made pursuant to the procedures in Article V of this agreement.

E. Records and Reporting

1. Reports. Chamber will provide a monthly report of Bureau activities and finances (including income, expenditures, and balance) at the regular meetings of the TAC and to the City Treasurer or designee.

2. TAC Minutes. Chamber shall be responsible for recording minutes of the meetings of the TAC that represent all views presented at a meeting, including those of ex officio members. The minutes shall be distributed to the Chamber Executive Committee, the TAC, and City.

3. Inspection and Audit. Chamber agrees to keep its books and records pertaining to the operation of the CVB open during regular business hours for inspection by the TAC, the Director of Finance of the City or a designee, or persons designated by City to perform audits. Chamber agrees to include the funds paid to it pursuant to this agreement in its annual audit and to provide a copy of that audit to City by September 30 of each year. Copies of books and records shall be furnished to City, its staff, auditors, and elected officials at no additional charge.

4. Compliance with Open Meeting and Open Records Laws. All meetings of the TAC shall be subject to the provisions of the Open Meeting Law (25 O.S. §§ 301-314). The records of the Chamber relating to the operation of the CVB shall be subject to the provisions of the Open Records Law (51 O.S. §§ 24A 1-29). CVB staff shall post agendas for TAC meetings on the City of Shawnee website. Copies of records shall be provided to City and its staff and elected officials without charge.

F. Budget. Chamber will advise TAC no later than the TAC's September meeting of each year of any proposals to increase or decrease the amount charged for rent, management services or reimbursables for the next fiscal year to allow time for negotiations and agreement for submission of a budget to City. City's Contract Review Committee shall review the request in accordance with its procedures and make its recommendation to the Mayor and City Commission. The submission is due October 1, and as part of its submission to the Contract Review Committee, Chamber shall submit a clean, unqualified audit of its financials; be prepared to substantiate the annual services rendered, and discuss general operations items of the previous year. The Contract Review Committee shall forward a recommendation to the City Commissioners for its approval. (*See* provisions of II(G) below.)

II. DUTIES AND RESPONSIBILITIES OF TAC

A. General. TAC shall continue to have all the powers, duties, and responsibilities consistent with Sections 2-171 through 2-176 and Sections 28-65 through 28-86 of the Shawnee Municipal Code and any other Resolutions and Ordinances of the City.

B. Program of Work. TAC, aided by Chamber staff, shall prepare goals and objectives for the CVB and shall create an annual program of work. These documents will be presented to the Chamber no later than the August meeting to enable appropriate budget preparation.

C. Policies and Procedures. The TAC shall establish such policies and procedures as it deems necessary. The CVB shall operate consistently with this Agreement, the policies and procedures established by the TAC, and the established annual program of work.

D. Communications. TAC shall report any problems with the operation and management of the CVB or the employees providing services pursuant to this agreement to the Chamber CEO and the Chamber Executive Committee and to the City Manager.

E. Expenditures. TAC shall monitor revenues and expenses of the CVB and report any concerns to the Chamber CEO, the Chamber Executive Committee, the City's Finance Director, the City Manager, and the Mayor.

F. Revenue. The TAC shall determine whether to charge for its services, including advertising, and to set those rates.

G. Budget. TAC, aided by Chamber staff, shall prepare a budget for presentation to City for approval. The budget shall be detailed and shall set forth fees for rent, management services, and personnel costs, as well as line items for the program of work developed for the CVB. Advance approval of City is required for all capital expenditures and all expenditures in excess of $2,500, except expenditures for event support. Approval of a line item in the budget by City will be deemed advance approval of the expenditure. The budget shall be submitted to City no later than October of each year. (*See* provisions of I(F) above.)

H. Staff: TAC shall determine the number of employees necessary for the operation of the CVB (excluding those employees who are provided as part of management services), and their job descriptions. It may participate in the selection of those employees as set out in Paragraph I B of this Agreement. It shall also participate in evaluation of employees as set out in Paragraph III A herein.

III. JOB DUTIES AND RESPONSIBILITIES OF TAC AND CHAMBER

A. Staff. All employees assigned to the CVB shall be evaluated after ninety days of employment and annually thereafter. Evaluations shall be in writing and be accompanied by a written plan for correction of any deficiencies and goals for improvement. Chamber shall notify the TAC Chair of the date by which any such evaluation shall be completed, and the TAC shall timely provide its evaluation to Chamber for Chamber's consideration. It shall be the responsibility of the Chamber to formulate the final evaluation, taking into consideration the evaluation provided by the TAC. The employee and TAC Chair shall receive copies of the evaluation provided that, in the event that the TAC determines that any employee assigned to the CVB is not satisfactorily fulfilling his or her responsibilities or duties or otherwise not performing in a manner satisfactory to the TAC, the TAC shall have the right to request reassignment of any such employee, and assignment of a new employee to fill any such position.

B. Communication. The TAC chair shall serve as an ex-officio member of the Chamber Board of Directors. Conversely, Chamber chair shall serve as an ex-officio, nonvoting member of the TAC. CVB Staff and TAC shall meet quarterly with the City Manager or designee to discuss current projects as well as future projects, needs, and challenges.

C. Contract Amendments. Request for changes may be made jointly or by only one party at any time. Requests for financial changes shall be made in the budget presentation.

IV. DUTIES AND RESPONSIBILITIES OF CITY OF SHAWNEE

A. Collection and Disbursement of Hotel Tax. City shall collect the hotel tax as set out by law. After deduction of City's administrative fee, Chamber will receive the amount certified by the City's Director of Finance as the net proceeds of the lodging tax.

B. Staff Assistance. City will provide advice and assistance upon request from its various departments in providing training and advice to the employees and volunteers who have responsibilities under this Agreement. The City Attorney shall provide legal advice to TAC pursuant to Section 2-172 of the Shawnee Municipal Code.

C. City Manager. The City Manager shall make himself or a designee available for the quarterly meetings required in III (B) above.

D. Contract Review Committee. City agrees its Contract Review Committee will meet in a timely fashion so as not to delay recommendation for budget and renewal.

V. INVESTMENTS AND ACCOUNTING

A. Investment of Funds; Allocation of Interest. The hotel tax shall be invested in interest bearing accounts and all interest earned from such investment shall be maintained in the account. If there are unencumbered funds at the close of the fiscal year, the TAC may recommend in its budget to carry the unencumbered balance forward or to establish a reserve fund as it deems prudent and necessary. Unencumbered funds remain the property of City and in no event will become the property of Chamber.

Accounts established by Chamber containing proceeds of the hotel tax or interest earned from such tax shall bear the tax identification number of City. In the event this agreement or any successor agreement is terminated, all funds in the possession of Chamber relating to the lodging tax shall be returned to City.

B. **Accounting of Proceeds.** Chamber shall place the proceeds in CVB accounts, designated for the purposes set out by the ordinance, and spent as follows:

1. Chamber shall be reimbursed after each payroll for salary and related expenses for the personnel assigned to the CVB. The request for reimbursement shall be accompanied by records showing hours worked, leave taken, leave accumulated to date, and a listing of amounts paid to each employee in salary or on the employee's behalf as benefit.

2. The CVB account shall be invoiced for rent the sum of **$**_____ on the 1st of each month.

3. The CVB account shall be invoiced for management services the sum of **$**_____ on the 1st of each month.

4. Except as set out elsewhere in this Agreement, other expenses of the CVB, not otherwise included in its annual budget, shall be paid only after approval by City, through the Office of the City Manager. Chamber shall present to City, not less often than quarterly, a detailed listing of expenditures provided by each vendor and, upon request by City, shall provide supporting documentation. Such documentation must contain sufficient information to determine that the expenses are appropriate under the ordinance and this Agreement. Expenses not approved by City will be the fiscal responsibility of Chamber, and will not encumber proceeds of the lodging tax.

VI. EQUIPMENT

Equipment and supplies purchased with proceeds of the hotel tax shall become the property of City. Equipment and supplies purchased by Chamber as part of management services and as a part of providing space shall become Chamber's property. Property belonging to City shall be disposed of only by following the procedures set out for disposition of all City property.

The individual assigned by Chamber to be the Executive Director of the CVB shall be responsible for preparing and insuring the accuracy of a list of equipment owned by the

parties, which list is attached to this contract and made a part hereof. The inventory list shall be amended whenever property is acquired or disposed of.

In the event this Agreement is canceled or terminated during the term hereof, or in the event the parties fail to enter into a similar agreement in subsequent years, all equipment, furniture, fixtures, and improvements to which City holds title that have been used for the operation of the CVB under the terms of this Agreement shall be returned to City. City shall pay to Chamber an amount equal to Chamber's remaining unpaid obligation, if any, incurred in the purchase of same and otherwise indemnify Chamber from any further such liability provided, however, that this provision shall in no event be applicable to furniture, fixtures, and improvements owned by and inventoried to the Chamber, title to which shall be and remain in the Chamber. All files and work products shall be the property of City.

Unless there is specific agreement to the contrary at the time of purchase, all equipment purchased for $2,500 or more shall be deemed equipment belonging to the City.

VII. TERM OF AGREEMENT, NO TRANSFER OR ASSIGNMENT

This Agreement shall take effect on the _____day of _____, 2012, and shall remain in effect until December 31, 2012. All modifications to this agreement must be in writing and approved by Chamber, TAC, and City. The Agreement shall automatically renew from year to year unless either party provides the other, in writing, sixty days in advance of its desire to terminate the Agreement.

No party to this agreement can transfer or assign its rights and responsibilities without approval of the other parties.

VIII. NON-DISCRIMINATION

Chamber agrees not to discriminate against any employee, applicant for employment, or party seeking the services of CVB because of race, creed, color, national origin, gender, ancestry, disability, or Chamber membership. Chamber shall take affirmative action to insure that employees are provided equal opportunity in employment, promotion, demotion, transfer, or termination, rates or pay, or other forms of compensation and selection for training.

Chamber membership shall not be required for any group, business or individual to participate in or receive the services of the CVB.

IX. WAIVER

The waiver by any part of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition or covenant.

X. BREACH OF AGREEMENT

If any party to this Agreement fails, refuses, or neglects to abide by its duties and responsibilities hereunder, any other party may give notice of such breach to all parties. The breaching party shall be notified, in writing, of its alleged breach and shall be given ten days (unless such time is extended by the non-breaching parties) to cure the breach. If the breach is not remedied, the other parties may terminate the Agreement. Should the Agreement be terminated prior to the end of its regular term, the parties shall be governed by the provisions of Paragraphs IV(B) and V.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2012.

SHAWNEE TOURISM ADVISORY COMMITTEE

BY:_____
CHAIRMAN OF THE COMMITTEE

SHAWNEE AREA CHAMBER OF COMMERCE
A NON-PROFIT CORPORATION

BY:_____
CHAIRMAN OF THE BOARD

ATTEST:

_____
SECRETARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee this ___ day of _____, 2012.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

_____
MAYOR

ATTEST:

_____
PHYLLIS LOFTIS, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2012.

_____
MARY ANN KARNS, CITY ATTORNEY

n:\attorney\convention & visitor's bureau\agreement for operation of c&v bureau - 08-01-12.doc

ARTICLES OF INCORPORATION OF
SHAWNEE TOURISM, INC.

Pursuant to the provisions of the Oklahoma Corporation Act, the undersigned corporation adopts the following Articles of Incorporation:

ARTICLE 1

The name of the corporation is **Shawnee Tourism, Inc.**

ARTICLE 2

The corporation is a nonprofit corporation that is organized for the transaction of any and all lawful acts for which nonprofit corporations may be incorporated under the Oklahoma Corporation Act.

ARTICLE 3

The period of duration is perpetual.

ARTICLE 4

1. The purpose of the corporation is for any lawful purpose permitted by the Laws of the State of Oklahoma; and exclusively for charitable, religious, scientific, or educational purposes either directly or by contributions to organizations that qualify as exempt under Section 501(c)(6) of the Internal Revenue Code and its Regulations as they now exist or as they may hereinafter be amended.

2. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to any director or officer of the corporation or any private persons (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these articles of incorporation). No part of the activities of the corporation or any of its agents, servants or employees shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publication of distribution of statements) any political campaign on behalf of, or in opposition to any candidate for public office.

3. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

4. Upon the dissolution of the corporation, assets shall be distributed to the City of Shawnee, Oklahoma, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as such court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 5

The Corporation shall have no members.

ARTICLE 6

The street address of its initial registered office is 16 W. 9th Street, Shawnee, OK 74801, and the name of its initial registered agent at such address is Mary Ann Karns.

ARTICLE 7

Management of the affairs of the corporation shall be vested in the board of directors. The number of directors constituting the initial board of directors is three. **The names and addresses of the persons who are to serve as initial directors are as follows:**

1.

2.

3.

If you want to set qualifications for the Board Members, they need to go here

ARTICLE 8

The name and address of the incorporator is:

Brian McDougal
City Manager
City of Shawnee
16 W. 9th Street
Shawnee, OK 74801

_____
Brian McDougal, Incorporator

TRUST INDENTURE

SHAWNEE TOURISM DEVELOPMENT AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

This Trust Indenture dated as of the ____ day of _____, 2012, by _____, hereinafter referred to as the Trustor, and _____, _____, _____, _____ and _____, and their respective successors as provided herein, to be known as the Trustees of the Shawnee Tourism Development Authority, who shall be and are hereinafter referred to as Trustees of the Authority, hereinafter referred to as "Authority" or "Trust."

NOW, THEREFORE, in consideration of the payment by the Trustor to the Trustees of the sum of Ten Dollars ($10.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey, and distribute as herein provided, authorized, and directed, such property as Trustor, or others may heretofore or from time to time hereafter assign, transfer, lease, convey, give, bequeath, devise, or deliver unto this Trust or the Trustees hereof.

TO HAVE AND HOLD such property and the proceeds, rents, profits, and increases thereon unto said Trustees and said Trustees' successors and assigns, but nevertheless in trust, for the use and benefit of the City of Shawnee, State of Oklahoma, such City being designated and hereinafter referred to as "Beneficiary" and upon the trusts, terms, and conditions hereinafter stated.

ARTICLE I
Creation of Trust

The undersigned Trustor creates and establishes a Trust for the use and benefit of the Beneficiary for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma.

The undersigned Trustor forever irrevocably conveys, relinquishes, and assigns to the Trustees of the Authority any and all right, title and interest he may have in and under this Trust Indenture and the trust created hereunder, including, without limitation, the right to consent to and approve any further changes, amendments or supplements to this Trust Indenture.

ARTICLE II
Name and Effective Date of Trust

The Trustees of this Trust shall continue to conduct all business and execute or authorize the execution of all instruments in the name of this Trust, which shall be "Shawnee Tourism Development Authority" and otherwise perform the duties and functions required in the execution of this Trust, and hereby authorize the Chairman or Vice Chairman and the Secretary or Assistant Secretary of the Trust to execute instruments on behalf of the Trust as directed by duly enacted resolutions of the Trust. This Trust Indenture shall be in full force and effect from and after the date of execution by the Trustees of the Trust and acceptance of the beneficial interest herein by the Beneficiary.

ARTICLE III
Definitions

The "Act" shall mean the Oklahoma Public Trust Act, being Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, as amended and supplemented.

The "Authority" shall mean the Shawnee Tourism Development Authority created pursuant to this Trust Indenture, and the Trustees thereof, acting on behalf of and in the name of said Authority.

"Beneficiary" shall mean the City of Shawnee, State of Oklahoma, acting by and through its City Commission.

"Bonds" or "Notes" shall mean respectively the bonds and notes of the Authority that are contemplated under this Trust Indenture.

"By-Laws" shall mean the By-Laws, if any, duly adopted by the Authority, as the same may be amended from time to time.

"City Commission" shall mean the Mayor and City Commissioners of the City of Shawnee, State of Oklahoma.

"Governmental Agency" shall mean the United States of America and the State or any department, division, public corporation, public agency, political subdivision, or other public instrumentality of either.

"Lending Institution" shall mean any bank or trust company, Federal National Mortgage Association, mortgage banker, mortgage company, national banking association, savings bank, savings and loan association, and any other financial institution or Governmental Agency or person.

"Mortgage" shall mean a mortgage, mortgage deed, deed of trust, security agreement, or other instrument creating a lien on a fee interest in real and/or personal property located with the Beneficiary or a leasehold on such fee interest.

"Mortgage Loan" means an interest bearing obligation secured by a Mortgage.

"State" shall mean the State of Oklahoma.

"Trustees" shall mean the Trustees of the Authority.

"Trust Indenture" shall mean this Trust Indenture dated as of _____, 2012.

ARTICLE IV
Purposes of Trust

The purposes of this Trust are:

(1) To assist the Beneficiary in making the most efficient use of all of their economic resources and powers in accord with the needs and benefit of the Beneficiary in developing tourism within the Beneficiary, as more fully set out below, and to finance any and all programs, utilities, facilities or resources promoting or intending to promote any of the following, and, without restriction, in furtherance of the foregoing general objectives, the following specific powers or purposes, to wit:

(a) To promote, develop, and finance projects or facilities relating to sports, recreation, culture, entertainment, camping, lodging, and tourism, including but not limited to, any land or personal property related thereto;

(b) To promote, finance, and develop recreational, sports, cultural, tourism, and entertainment projects or facilities;

(c) To plan, establish, develop, construct, finance, enlarge, remodel, acquire, improve, alter, extend, maintain, equip, operate, lease, furnish, and regulate any facilities related to any of the projects or facilities in subsectioons (a) and (b) above, and, if desired, to lease such facilities and to operate the same in connection therewith and to do, perform, own, acquire, construct or engage in or finance any other enterprise or activity, project or facility to such extent and in such manner as now is or may be considered a proper and lawful function of public trust entities within the State of Oklahoma.

(2) To hold, maintain, and administer any leasehold rights in and to physical properties heretofore or hereafter demised to the Beneficiary or the Authority and to comply with the terms and conditions of any such lease.

(3) To acquire by lease, purchase, production, reduction to possession or otherwise, and to plan, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, furnish, provide, supply, regulate, hold, store and administer any and all physical properties (real, personal or mixed), rights, privileges, immunities, benefits and any other thing of value, designated or needful for utilization in furnishing, providing or supplying the aforementioned services, utilities, buildings and facilities; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interest in or operation and maintenance of said properties, and revenues thereof, and to comply with the terms and conditions of any such contracts,

leases or other contracts entered into in connection with the acquisition, equipping, maintenance and disposal of any of said property; and to relinquish, dispose of, rent or otherwise make provisions for properties owned or controlled by the Trust, but no longer needful for Trust purposes.

(4) To acquire, construct, reconstruct, extend, lease, purchase, install, equip, maintain, repair, enlarge, remodel and operate any property, improvements, buildings and other facilities of every nature for use by the State of Oklahoma, the United States of America, or the Beneficiary, or for use by authorities or agencies of the State of Oklahoma, the United States of America or the Beneficiary or for the use of corporations, individuals, partnerships, associations or proprietary companies for development consistent with the purposes enumerated above; maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer property, buildings, improvements and facilities of every nature, within the territorial boundaries of the Beneficiary which may be useful in securing, developing and maintaining such facilities, functions or activities.

(5) To provide funds for the cost of financing, refinancing, acquiring, constructing, purchasing, equipping, maintaining, leasing, repairing, improving, extending, enlarging, remodeling, holding, storing, operating and administering any or all aforesaid property, improvements, buildings, facilities and all properties (real, personal or mixed) necessary or desirable for executing and fulfilling the Trust purposes, as set forth in this instrument, and all other charges, costs and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

(6) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary.

ARTICLE V
Duration of Trust

This Trust shall have duration for the term of duration of the Beneficiary and until such time as its purposes shall have been fully fulfilled and all indebtedness of the Authority is paid, or until it shall be terminated as hereinafter provided.

ARTICLE VI
The Trust Estate

The Trust Estate shall consist of:

(1) The funds and property presently in the hands of the Trustees or to be hereafter acquired or constructed by the Trustees and dedicated by the Trustor, the Beneficiary and others to be used for trust purposes.

(2) Any and all leasehold rights heretofore or hereafter remised to the Trustees by the Beneficiary, and others as authorized and empowered by law.

(3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, Mortgages, Mortgage Loans, collateral and all other things of value heretofore or hereafter coming into the hands of the Trustees under this Trust Indenture.

(4) Cash in the sum of $10.00 paid by the Trustor to the Trustees, receipt of which is hereby specifically acknowledged by the Trustees.

ARTICLE VII
The Trustees

(1) **The Trustees of this Authority shall be (*insert number*) in number. All Trustees shall be (a) a resident of the Beneficiary, or (b) a resident of the Shawnee Public Schools district, or (c) an owner and/or operator and/or employee of a business within City of Shawnee or the Shawnee Public Schools district, and shall serve staggered three (3) year terms.**

(2) **One (1), but not more than one (1), of the Trustees shall be a current member of the City Commission of the Beneficiary, selected from among themselves by resolution duly adopted. The original Trustee serving by virtue of his membership on the City Commission of the Beneficiary shall be _____, whose term shall end on July 1, 2015. Should a Trustee serving by virtue of his membership on the City Commission of the Beneficiary cease to be a Commissioner of the Beneficiary, he will no longer be qualified to serve as a Trustee and a vacancy will be declared.**

(3) **The remaining Trustees shall be appointed by resolution of the City Commission of the Beneficiary (the "Appointed Trustees"). (If you want additional qualifications, insert them here.)**

Trustee(s) shall be appointed by Resolution of the City Commission of the Beneficiary to serve three (3) year terms. The initial Trustees shall serve staggered terms, with the terms of one-third ending on _____, 2013; one-third ending on _____ 2014; and one-third (including the City Commissioner) ending on _____ 2015. The terms shall be determined by lot.

(4) Upon occurrence of a vacancy in the office of a Trustee, a successor Trustee to serve the remainder of the unexpired term of office shall be appointed by the City Commission of the Beneficiary by resolution duly adopted. Notwithstanding the expiration of any stated term of office, a Trustee shall continue to serve until a

successor Trustee has been appointed and qualified. Each successor Trustee in office shall, upon taking the Oath of Office, but without any further act, deed or conveyance, automatically become Trustees of this Authority and become fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein. Notwithstanding any of the above, the City Commission of the Beneficiary may, at any time, upon a majority vote, remove any Trustee from office, without cause, the objective of this provision being to insure at all times the control of this Authority by said City Commission of said Beneficiary.

(5) The Trustees shall elect by majority vote one of the Trustees to serve as Chairman of the Trustees and who shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall elect one of the Trustees to serve as Vice-Chairman who shall act in the place of the Chairman during the latter's absence or incapacity to act. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of the Trust Indenture.

(6) **The Trustees shall appoint a person to act as Secretary of the Authority, which person can be (but is not required to be) the Clerk of the Beneficiary.** The Trustees may appoint additional persons to act as Assistant Secretary. The Secretary or Assistant Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books, and records to be on file in the office of the Trust. All meetings of the Trustees shall be open to the public, and conducted in conformity with the provisions of Oklahoma law related to open meetings, and the books, records and minutes of the Trustees shall be considered as public records and available for inspection at all times by any interested party.

(7) **The Trustees shall appoint a person to act as Treasurer of the Authority, which person can be (but is not required to be) the Treasurer of the Beneficiary.** The duties of the Treasurer shall be prescribed by the Trustees.

(8) The City Attorney for the Beneficiary shall be the General Counsel for the Trust, and the Trustees may employ such other legal assistance as may be necessary for the proper operation of the business, such outside legal counsel to work with and under the supervision of the City Attorney.

(9) The Trustees may appoint a General Manager and/or Executive Director for the Trust Estate, and the Trustees may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust, and may fix their duties, terms of employment and compensation from the Trust Estate. All Trustees shall serve without compensation, but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. In the event a General Manager and/or Executive Director for the Trust Estate is appointed by the Trustees, the said

General Manager and/or Executive Director shall administer the business of the Trust Estate as directed from time to time by the Trustees. **Add language requiring approval of Commission? City Manager? Can make CM the General Manager who then hires someone. One way to do this is for authority to contract with City to provide the employees, and authority reimburses city for the salaries.**

(10) The Trustees are authorized to contract, in connection with the incurrence of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contractual obligation undertaken on behalf of the Trust Estate or in the payment of any indebtedness incurred on behalf of the Trust Estate, that a Temporary Trustee or Trustees or Receiver shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any such contract, if made, may set forth the terms and conditions under which such Temporary Trustee or Trustees or Receiver may be appointed to operate the Trust Estate and may provide for compensation to be paid, and may provide for such appointment to be vacated and permanent Trustees to be automatically reinstated upon termination of all defaults by which their appointment was authorized.

(11) Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness or obligation of the State or the Beneficiary nor personal obligations of the Trustees, but shall constitute obligations of the Trust only, payable solely from the Trust Estate.

(12) The Trustees, the State, and the Beneficiary shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(13) Notwithstanding any other provision of this Trust Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

(14) The Trust shall cause to be prepared annually at the close of each fiscal year of the Trust an audit of the funds, financial affairs and transactions of the Trust including, but not limited to, all fees, salaries and expenditures in exact amounts and specifying to whom such expenditures were paid. Such audit is to be certified with an unqualified opinion of an independent, certified public account. A copy of the annual audit of the Trust shall be filed within the time period and in conformity with the provisions of Oklahoma law related thereto. Unless hereafter changed by specific resolution of the Trustees, the fiscal year of the Trust shall be July 1 to June 30 of the following year. All expense incurred in connection with the annual audits shall be paid from the Trust Estate.

(15) Every person becoming a Trustee shall first take the Oath of Office required of an elected public officer. The Oath of Office shall be administered by any person authorized to administer oaths in the State, and shall be filed with the Clerk or Deputy Clerk of the Beneficiary. Every officer and employee who handles funds of the Trust shall furnish a good and sufficient fidelity bond in an amount and with surety as may be specified and approved by the Trustees; the Trustees may, but shall not be obligated to, obtain bonds relating to the performance of their duties as Trustees. Such bonds shall be in a surety company authorized to transact surety business in the State and the cost thereof shall be paid from the Trust Estate.

ARTICLE VIII
Powers and Duties of the Trustees

To accomplish the purposes of the Trust, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them otherwise by law or in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all to be exercised on behalf of and in the name of the Authority:

(1) To sue and be sued.

(2) To have a seal and alter same at pleasure.

(3) To make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions hereunder.

(4) To make and alter by-laws for its obligations and internal management as provided herein.

(5) To make and alter rules and regulations pertaining to any loan or other program developed by the Authority.

(6) To acquire, lease, convey, or otherwise hold and dispose of real and personal property for its Trust purposes; provided that, no purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see or be liable for the application of the purchase or rental monies arising therefrom.

(7) To enter into contracts for sale of Bonds, Notes or other evidences of indebtedness, interim Notes or Bonds or other obligations of the Trust and to issue the same for any of the purposes of the Trust authorized hereby including, but not limited to: the acquisition, construction, reconstruction, equipping or otherwise financing facilities discussed in Article IV hereof or for any other lawfully permitted facilities which may be secured with Mortgages, security interests or other collateral satisfactory to the Trustees; making Mortgage loans or purchasing Mortgage notes secured by Mortgages on dwellings; acquiring real or personal property or facilities at foreclosure of any loan or obligation or authorized to be acquired pursuant to the terms of this Trust Indenture or other purposes authorized under any instrument

securing any indebtedness of the Trust; refunding or advance refunding any outstanding indebtedness of the Trust; creating any reserves or replacement funds, loan funds or other funds or accounts deemed advisable by the Trustees in the furtherance of the Trust purposes or in connection with the securing of any of the Trust's debts or in the administration of Trust programs; and for any other purpose authorized by law and/or by Article IV hereof; and for those purposes the Trustees may:

(a) Sell all Bonds, Notes or other evidences of indebtedness or obligations of the Trust at public or private sale in whole or in installments or series and on such terms and conditions and in such manner as is prescribed by law and as the Trustees shall deem to be in the best interest of the Trust Estate; and

(b) Appoint and compensate attorneys, paying agencies and corporate trustees in connection with the issuance of any such Bonds, Notes, evidences of indebtedness or other obligations of the Trust; and

(c) Pay all expenses incident to the creation of any indebtedness or the issuance of any Bonds, Notes or other evidences of indebtedness including, but not limited to, printing expenses, feasibility studies, special consultants, travel expenses or reproduction expenses; and

(d) Create any reserve fund and any and all other funds and accounts as the Authority shall deem necessary or desirable in connection with the issuance of any Bonds, Notes or other evidences of indebtedness.

Any such indebtedness shall be deemed to be incurred or issued on behalf of the Beneficiary and may be general or special obligations of the Trust as the Trustees may from time to time determine.

(8) To purchase or redeem their Bonds, Notes or other evidences of indebtedness in whole or in part prior to the stated maturity thereof as specified in any instrument authorizing the issuance or securing the payment of any such indebtedness.

(9) To pledge any or all of the Trust's revenues or assets to secure the payment of any of its indebtedness.

(10) To enter into agreements with or participate in any programs of the Beneficiary, the State of Oklahoma, or any agency or instrumentality thereof, the United States of America, or any agency or instrumentality thereof.

(11) To enter into and execute, purchase, lease or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in action or other things of value and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise.

(12) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust and to discontinue the furnishing of services and facilities to, and foreclose on any collateral of, any person, firm, or corporation, or public instrumentality delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties.

(13) To make and perform contracts of every kind including, management contracts, with any person, firm, corporation, association, joint venture, trusteeship, municipality, government, sovereignty or other entity; and without limitation as to amount, to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do. To collect and receive any property, collateral, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

(14) To exercise or to request of, arrange or contract with the Beneficiary or any governmental unit, agency or political subdivision thereof for the exercise of the power of eminent domain as necessary in establishing, operating, administering and maintaining any Trust facilities, systems, projects or programs.

(15) To expend all funds coming into the hands of the Trustees as revenue or otherwise for the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, to from time to time transfer any surplus funds to the Beneficiary as the Authority in its sole discretion may determine and, upon termination of the Trust, to distribute the residue and remainder of such funds to the Beneficiary.

(16) To contract for services with firms or persons or other units and entities of government or private entities or agencies to carry out the purposes of the Trust; to apply for, contract for, receive and expend for its purposes, funds or grants from any governmental or non-governmental agency or entity, the Beneficiary, the State, the Federal Government or any agency or department thereof, or from any other source.

(17) To receive funds, money, property, collateral, services, rights and choses in action from any source to finance the programs and operations of the Trust; to receive grants, gifts, contributions and donations to carry out the purposes for which the Trust is formed; to receive and accept from any Federal, State or private agencies or entities, grants or loans for or in aid of the construction of any facility or system and to receive and accept aid or contributions of money, labor or any other valuable things from any source.

(18) To plan, coordinate, implement, administer or otherwise carry out public works or other projects or programs for public purposes for the benefit of the Beneficiary.

(19) To make, or commit to make, or participate in the making of Mortgage Loans whether for construction, for acquisition, financing or purchasing of housing.

(20) To invest monies of the Authority not required for immediate use, including proceeds from the sale of any Bonds or Notes, in accordance with the laws of the State.

(21) To sell any Mortgages or other personal property acquired by the Authority at public or private sale and at such price or prices as it shall determine.

(22) To renegotiate, refinance or foreclose, or contract for the foreclosure of any Mortgage, security interest or other obligation in default; to waive any default or consent to the modification of the terms of any Mortgage; to commence any action to protect or enforce any right conferred upon it by any law, Mortgage, security interest, contract or other agreement, and to bid for and purchase such property at any foreclosure or at any other sale, or acquire or take possession of any such property; to operate, manage, rehabilitate, improve, lease, dispose of, and otherwise deal with such property, in such manner as may be necessary to protect the interests of the Trust and the holders of its Bonds, Notes or other obligations.

(23) To renegotiate or refinance any loan in default; waive any default or consent to the modification of the terms of any loan, and commence any action or proceedings to protect or enforce any right conferred upon it by law, loan agreement, contract or other agreement.

(24) To make and execute contracts and appoint agents for the administration or servicing of any loan made or acquired by the Trust and pay the reasonable value of services rendered to the Trust pursuant to such contracts.

(25) To sell any loans made or acquired by the Trust at public or private sale and at such price or prices and on such terms as the Trust shall determine.

(26) To collect and pay reasonable fees and charges in connection with making, committing to make, purchasing or committing to purchase and servicing its Mortgage Loans, Notes, Bonds, commitments and other evidences of indebtedness.

(27) To procure insurance against any type loss in such amounts, and from such insurers, as it may deem necessary or desirable.

(28) To consent, whenever it shall be deemed necessary or desirable in the fulfillment of its Trust purposes, to the modification of the rate of interest, time of payment of any installment of principal or interest, or any other terms of any Mortgage Loan, Mortgage Loan commitment, construction loan, temporary loan, contract or agreement of any kind to which the Trust is a party.

(29) To do any and all things necessary or convenient to carry out its purposes and exercise the powers given and granted herein, and to do all other acts in their judgment necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom.

(30) To exercise exclusive management and control of the properties of the Trust Estate.

(31) To contract for the furnishing of any services or the performance of any duties that they may deem necessary or proper and pay for the same as they see fit.

(32) To select depositories for the funds and securities of this Trust.

(33) To compromise any debts or claims of or against the Trust Estate, and adjust any dispute in relation to such debts or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorney's fees. All such expenditures shall be treated as expenses of executing this Trust.

(34) To do each and all things necessary to implement the purposes of this Trust as set out herein, and to that end Article IV "Purposes of Trust" is incorporated in its entirety under this "Powers" Article for the purpose of insuring that all appropriate power is granted to the Trustees to accomplish the purposes hereof without inhibition.

ARTICLE IX
Supervisory Control

The Trust created hereby and the Trustees appointed hereunder are subject to such supervision and control as may be determined from time to time by the Legislature of the State or by regulations that may be issued by departments or agencies of the United States of America, to insure the tax exempt status of any Bonds, Notes or other evidences of indebtedness issued by the Authority.

ARTICLE X
Beneficiary of Trust

(1) The Beneficiary of this Trust shall be the municipality designated in Article III herein, under and pursuant to Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented, and other applicable statutes of the State presently in force and effect.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right whatsoever, to do or transact any business for, or on behalf of or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate or any part thereof, except as herein provided. The Beneficiary shall be entitled solely to the benefits of this Trust as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and only then, the Beneficiary shall receive the residue of the Trust Estate.

ARTICLE XI
Adoption and Amendment of By-Laws; Amendment and Termination of Trust

This Trust Indenture may be amended by an affirmative vote of at least two-thirds (2/3) of all Trustees and any such proposed amendment shall be further approved by the affirmative vote of two-thirds (2/3) of the governing body of the Beneficiary before becoming effective.

The Trustees, by an affirmative vote of a majority of all Trustees, may adopt, alter and amend By-Laws of the Trust.

PROVIDED, HOWEVER, that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, modification or termination in any manner which would be adverse to the interest of the holders of any evidence of indebtedness of the Trust without the consent of holders of indebtedness who would be adversely affected, which consent may be given by less than all of such holders, if so provided in any resolution, indenture or agreement relating to such indebtedness.

This Trust shall terminate -

(1) When the purposes set out in Article IV of this instrument shall have been fully executed; or

(2) In the manner provided by Oklahoma law. Provided, however, that this Trust shall not be terminated by voluntary action while there be outstanding indebtedness or fixed obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses and obligations out of the monies and properties of the Trust Estate to the extent thereof, the Trustees shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall terminate.

ARTICLE XII

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

_____, Trustor	_____, Trustee
_____, Trustee	_____, Trustee
_____, Trustee	_____, Trustee

[Remainder of Page Intentionally Left Blank]

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

BEFORE ME, the undersigned, a Notary Public in and for the above County and State, on the ___ day of _____ , 2012, appeared _____, and further known to me to be the identical person who subscribed said person's name to the foregoing instrument, as Trustor, and acknowledged to me that said person executed the same as said person's free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL)

My commission expires: _____
My commission number: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the ___ day of _____, 2012, personally appeared _____, _____, _____, _____, and _____, and further known to me to be the identical persons who subscribed their names to the foregoing instrument, as Trustees, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL)

My commission expires: _____
My commission number: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

That the City Commission of the City of Shawnee, State of Oklahoma, hereby accepts the beneficial interest in the Trust created by the within and foregoing Trust Indenture, for and on behalf of said City in all respects in accordance with the terms of said Trust Indenture.

WITNESS my hand as Mayor of said City, attested by the Clerk of said City, pursuant to direction of the City Commission of said City, as of this ___ day of _____, 2012.

CITY OF SHAWNEE, OKLAHOMA

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

Regular Board of Commissioners **10.**

Meeting Date: 08/06/2012

New Entity for CVB operation

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action to create a new entity for operation of a Convention and Visitor's Bureau and administration of the Proceeds of the Hotel Occupancy Surcharge. Items to be considered will be whether the entity should be an Oklahoma Statutory Trust or a tax-exempt corporation pursuant to Oklahoma law and Section 501(c)(6) of the Internal Revenue Code. Items to be considered include the approval of either a Trust Indenture or Articles of Incorporation, powers and duties of the entity, name of entity, selection of initial Board of Trustees/Directors and any other administrative items needed for creation of the entity.

(This item will be considered only if the Commission determines it will not continue the Contract with the Chamber of Commerce)

Regular Board of Commissioners **11.**

Meeting Date: 08/06/2012

Set Special Call Meeting with new Entity for CVB, if needed

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action to set a special meeting to meet with Board of Trustees or Board of Trustees for newly created entity for purposes of contracting for the operation of a Convention and Visitor's Bureau and arranging for transition of operations.

(This item will be considered only if the Commission determines it will not continue the Contract with the Chamber of Commerce and also creates a new entity.)

Regular Board of Commissioners **12.**

Meeting Date: 08/06/2012

Municipal Pool Committee

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider Mayor's appointment of the following as an advisory committee for improvements to the Shawnee Municipal Pool:

Sam Freas	Chris Harden
Terry West	Cathy Collum
Kevin Kalies	Jo Davis
John Winterringer	Linda Agee

Regular Board of Commissioners **13. a.**

Meeting Date: 08/06/2012

Award Harrison Street Planter Project

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Harrison Street Planter Project Contract No. COS-PW-11-06 (Award)

Attachments

Bid Tab

Notice and List

Recommendation Memo

COS-PW-11-06
HARRISON STREET PLANTER PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	PARATHON UNIT PRICE	PARATHON TOTAL	NASH CONSTRUCTION UNIT PRICE	NASH CONSTRUCTION TOTAL	RUDY CONSTRUCTION UNIT PRICE	RUDY CONSTRUCTION TOTAL
1.	202a	Unclassified Excavation	4.00	C.Y.	$ 30.00	$ 120.00	$ 100.00	$ 400.00	$ 20.00	$ 80.00
2.	202B	Embankment	426.00	C.Y.	$ 29.30	$ 12,498.84	$ 40.00	$ 17,040.00	$ 36.00	$ 15,336.00
3.	220	Erosion Control	1.00	L.S.	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 500.00	$ 500.00
4.	303	3/4" Crushed Rock Aggregate Base	14.00	C.Y.	$ 50.00	$ 700.00	$ 100.00	$ 1,400.00	$ 75.00	$ 1,050.00
5.	610A	Stamped Concrete	237.00	S.Y.	$ 75.00	$ 17,775.00	$ 100.00	$ 23,700.00	$ 103.00	$ 24,411.00
6.	616	Copper Water Service Pipe (1")	95.00	L.F.	$ 8.00	$ 760.00	$ 13.00	$ 1,235.00	$ 8.75	$ 831.00
7.	616	Water Service Tap (1")	1.00	EA.	$ 725.00	$ 725.00	$ 605.00	$ 605.00	$ 4,200.00	$ 4,200.00
8.	616	Meter Installation (1")	1.00	EA.	$ 500.00	$ 500.00	$ 935.00	$ 935.00	$ 1,800.00	$ 1,800.00
9.	616	Irrigation Dripline System (Solar Powered)	1.00	L.S.	$ 11,500.00	$ 11,500.00	$ 9,600.00	$ 9,600.00	$ 7,500.00	$ 7,500.00
11.	619	Pavement Removal	875.00	S.Y.	$ 12.00	$ 10,500.00	$ 7.00	$ 6,125.00	$ 7.00	$ 6,125.00
12.		Sign (Welcome To Shawnee)	1.00	EA.	$ 10,575.00	$ 10,575.00	$ 11,600.00	$ 11,600.00	$ 9,615.00	$ 9,615.00
13.		Roadway Bore (2")	60.00	L.F.	$ 50.00	$ 3,000.00	$ 68.00	$ 4,080.00	$ 25.00	$ 1,500.00
14.		Steel Encasement (2")	60.00	L.F.	$ 15.00	$ 900.00	$ 82.00	$ 4,920.00	$ 6.25	$ 375.00
15.	641	Mobilization	1.00	L.S.	$ 9,000.00	$ 9,000.00	$ 15,000.00	$ 15,000.00	$ 1,500.00	$ 1,500.00
16.	850	Remove and Reset (Sign)	2.00	EA.	$ 250.00	$ 500.00	$ 185.00	$ 370.00	$ 150.00	$ 300.00
17.		Plants (Harbor Dwarf Nandina)	200.00	EA.	$ 12.50	$ 2,500.00	$ 11.00	$ 2,200.00	$ 18.00	$ 3,600.00
18.		Plants (Dwarf Fountion Grass)	200.00	EA.	$ 14.70	$ 2,940.00	$ 14.00	$ 2,800.00	$ 16.00	$ 3,200.00
19.		Plants (Tightwad Red Crapemyrtle)	20.00	EA.	$ 37.90	$ 758.00	$ 17.00	$ 340.00	$ 18.00	$ 360.00
20.		Plants (Royal Burgandy Barberry)	48.00	EA.	$ 33.00	$ 1,584.00	$ 21.00	$ 1,008.00	$ 18.00	$ 864.00
21.		Plants (Variegated Loriope)	250.00	EA.	$ 3.00	$ 750.00	$ 9.00	$ 2,250.00	$ 12.00	$ 3,000.00
22.		Plants (Miscanthus "maiden Grass")	9.00	EA.	$ 25.90	$ 233.10	$ 11.00	$ 99.00	$ 18.00	$ 162.00
23.		Plants (Big Blue Loriope)	120.00	EA.	$ 2.10	$ 252.00	$ 8.00	$ 960.00	$ 12.00	$ 1,440.00
24.		Landscaping (Mulch, etc.)	1.00	L.S.	$ 8,050.00	$ 8,050.00	$ 6,874.00	$ 6,874.00	$ 7,875.00	$ 7,875.00
25.	880J	Construction Traffic Control	1.00	L.S.	$ 4,500.00	$ 4,500.00	$ 6,200.00	$ 6,200.00	$ 3,000.00	$ 3,000.00
TOTAL AMOUNT OF BASE BID						$ 101,620.94		$ 121,241.00		$ 98,624.00

Bids received July 16, 2012

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, July 16, 2012,** for:

BID: CONTRACT NO. COS-PW-11-06
HARRISON STREET PLANTER PROJECT

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 $50.00 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, June 27, 2012, 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-11-06
HARRISON STREET PLANTER PROJECT
July 16, 2012

This project shall include **excavation and removal of existing median, construction of new stamped concrete slope walls and providing various types of plans for landscaping and installation of irrigation system.** 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, July 16, 2012.** The City of Shawnee reserves the right to reject any and all bids.

THE CITY OF SHAWNEE
SEAL
(SEAL)
OKLAHOMA

ATTEST:

Phyllis Loftis, CMC, 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-11-06
HARRISON STREET PLANTER PROJECT

Business Name: C-P Integrated
Contact: Steve Conley
Address: 3800 Beacon Dr.
OKLAHOMA CITY, OK 73179
Telephone: 732-0532
Fax:
Cell: 823-2147
E-Mail: sconley@theshop.net
Paid for & Picked Up Specs: 6/6/12

Business Name: RUDY CONSTRUCTION
Contact: PHIL PRATT
Address: PO BOX 14575
Oklahoma City, OK 73113
Telephone: 478-9900
Fax: 478-9901
Cell: 417-1753
E-Mail: PPRATT@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: 06/18/12

Business Name: Parathon Construction
Contact: Jimmy Smith
Address: 3700 N.E. 140th St. Edmond, Ok 73013

Telephone: 405-202-0643
Fax: 1-866-391-1572
Cell:
E-Mail:
Paid for & Picked Up Specs: 6/27/12

Business Name: Nash Construction
Contact: Bobbie Woodrow
Address: 700 S. Irving
OKC,OK 73129
Telephone: 672-2792
Fax: 672-1022
Cell:
E-Mail: Nashcon-bcw@cox.net
Paid for & Picked Up Specs:

Mayor
LINDA PETERSON

The City of Shawnee

PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 273-1250 Fax (405) 878-1581
www.ShawneeOK.org

Commissioners
PAM STEPHENS
FRANK SIMS
JAMES HARROD
BILLY COLLIER
JOHN WINTERRINGER
STEVE SMITH

M E M O R A N D U M

Date: August 1, 2012

To: Brian McDougal, City Manager

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

Re: Award of Contract for Harrison Street Planter Project {Contract No. COS-PW-11-06}

At the July 19, 2012 City Commission meeting we opened three bids that were received for the Harrison Street Planter Project. This is a beautification project that the Parks Department has proposed whereby the concrete median just south of the I-40 Interchange will be removed and replaced with an assortment of various landscaping plantings, a raised bed planter with stamped concrete border, and a welcome to Shawnee signage. The Parks Department has received an ODOT grant for partial funding of the project with the balance coming out of their Beautification Project Account.

Three bids were received and have been tabulated (see Attached Bid Tabs Contract No. COS-11-06). The lowest and best bid received was from Rudy Construction in the amount of $98,624.00

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

Regular Board of Commissioners **13. b.**

Meeting Date: 08/06/2012

Open RFP's Phone System

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

RFP’s for Phone System Replacement (Open)

Attachments

RFP Phone System

CITY OF SHAWNEE OKLAHOMA

NOTICE TO PROSPECTIVE VENDORS FOR THE REPLACEMENT OF THE TELEPHONE SYSTEM FOR THE CITY OF SHAWNEE

Notice is hereby given that the City of Shawnee desires to receive proposals for replacement of the telephone equipment currently in use by the City of Shawnee.

Prospective vendors may obtain Proposal Documents in the Office of the City Clerk, City Hall Building, 16 W. 9th, Shawnee, Oklahoma 74801, and shall sign the Proposal Documents Receipt List.

The City Emergency Management Director may issue addenda as may be necessary in the best interest of the public and the City of Shawnee. Addenda may amend the date and/or time for receipt of proposals or any specification, item, document or requirement in the Proposal Documents

The Point of Contact for this project is Don Lynch, City Emergency Management Director who may be reached at telephone number 1-405-878-1678.

The successful vendor shall deliver the executed Contract and the certificates of insurance to the City prior to the commencement of work and shall deliver the executed bonds within ten (10) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City Emergency Management Director.

The Contractor shall use the Proposal Forms and Affidavits provided in the Proposal Documents or photocopies thereof. All forms must be signed and all affidavits sworn to and notarized. All proposals shall be typewritten or legibly printed in ink. Contractor shall file the proposal in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a proposal upon the project proposed.

Signed: _____
Brian McDougal
City Manager

Date: 5/14/12

Attest: THE CITY OF SHAWNEE ★ SEAL ★ OKLAHOMA

Phyllis Lotts, CMC
City Clerk

Regular Board of Commissioners **13. c.**

Meeting Date: 08/06/2012

RFQ's Municipal Pool Design

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

RFQ’s for Design of the Municipal Pool (Open)

Attachments

RFP Pool

BIDDERS LIST
RFQ'S for MUNICIPAL POOL

PADDOCK ENTERPRISES
P.O. BOX 12693
OKLAHOMA CITY, OK 73157-2693

www.reedconstructiondata.com

LindaDuerst@chh2o.com

BARKER, RINKER, SEACAT ARCHITECTS
2300 5TH STREET, SUITE 100
DENVER, CO 80202

Courtney Parsons cnp@gh2.com

Bockus Payne Associates Architects
6303 Waterford Boulevard, Suite 240
Oklahoma City, Oklahoma 73118

WATERS EDGE AQUATIC DESIGN
11205 W 79TH STREET
LENEXA, KS 66214

Scott Rice Flooring Consultants
7501 N. Broadway Extension
Oklahoma City, Ok 73116

PLANNING DESIGN GROUP
5314 S YALE AVE., SUITE 710
TULSA, OK 74135

Randy Floyd Architects
401 W. Sheridan suite 401
Oklahoma City, Ok 73102

C. H. GUERNSEY & COMPANY
5555 N. Grand Blvd
Oklahoma City, Ok 73112

JGV ENGINEERING
124 N.W. 10TH STREET
OKLAHOMA CITY, OK 73103

Julie@modaarchitecture.com

WATER TECHNOLOGIES, INC.
3010 LBJ FREEWAY, OFFICE 1205
DALLAS, TX 75234

NATARE CORPORATION
5905 W. 74th St.
INDIANAPOLIS, IN 46278-1786

project@bidnews.com

sheckler@ISQFT.com

eplan@eplanbidding.com

bids3@prime-vendor.com

bids@bidocean.com

Regular Board of Commissioners **17.**

Meeting Date: 08/06/2012

Exec Session City Attorney

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider an Executive Session to discuss City Attorney’s employment contract pursuant to 25 O.S. §307(B)(1).

Regular Board of Commissioners **18.**

Meeting Date: 08/06/2012

Exec Session City Manager

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider an Executive Session to discuss City Manager’s employment contract pursuant to 25 O.S. §307(B)(1).

Regular Board of Commissioners **19.**

Meeting Date: 08/06/2012

Consider matters from Executive Session City Attorney

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding City Attorney's employment contract pursuant to 25 O.S. §307(B)(1).

Regular Board of Commissioners **20.**

Meeting Date: 08/06/2012

Matters from Exec Session City Manager

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding City Manager’s employment contract pursuant to 25 O.S. §307(B)(1).