

AGENDA
BOARD OF CITY COMMISSIONERS
July 16, 2012 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

REV. KEVIN NAGLE
LIFESONG CHURCH

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item Number 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.

3. Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

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 Ciro's Tacos
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
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
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.
8. Consider an ordinance relating to water and sanitary sewer rates.
9. Acknowledge Sales Tax report received July, 2012.
10. Presentation on status of Kickapoo Street Widening Project.
11. Discuss and consider directing staff to begin financing process for budgeted projects.
12. Presentation and discussion of documents prepared by staff concerning a trust indenture for the CVB.
13. Consider and approve granting of Easement(s) to the Oklahoma Department of Transportation (ODOT) for the reconstruction and widening of SH102.
14. Consider Bids:
- a. Harrison Street Planter Project Contract No. COS-PW-11-06 (Open)

- b. Shawnee Library Re-roof (Award)
 - c. Bryan and Independence Streets Signalization Project Contract No. COS-PWA-11-08 (Award)
 - d. Kulhbird Lane Hazard Mitigation Project Contract No. COS-PW-11-09 (Award)
 - e. FY11-12 Rehab Asphalt Streets Project Contract No. COS-PW-11-10 (Award)
 - f. FY11-12 Rehab Concrete Streets Project Contract No. COS-PW-11-11 (Award)
 - g. Demolition of 217 N. Beard (Award)
15. New Business
- (Any matter not known about or which
could not have been reasonably foreseen
prior to the posting of the agenda)
16. Administrative Reports
17. Commissioners Comments
18. Adjournment

Respectfully submitted

Phyllis Loftis,CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 07/16/2012

Bid Opening

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item Number 14.

Regular Board of Commissioners

2. b.

Meeting Date: 07/16/2012

Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the June 18, 2012 regular meeting.

Attachments

Minutes 6-18-12

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JUNE 18, 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, June 18, 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

Pam Stephens

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: None

INVOCATION

Rev. Ray Belford
First Christian Church

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Agenda.

A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to approve the Agenda. Motion carried 7-0.

AYE: Harrod, Sims, Stephens, 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 15 and Agenda Item Number 4 on the Shawnee Municipal Authority Agenda.
- b. Minutes from the June 4, 2012 regular meeting.
- c. Budget Amendment General Fund – Housekeeping to cover additional expenses
- d. Budget Amendment General Fund – to accommodate retirements and grants and unemployment
- e. Acknowledge the following minutes and reports:
 - Planning Commission minutes from April 4, 2012 and May 2, 2012
 - Shawnee Urban Renewal Authority minutes from May 8, 2012
 - Project Payment Report for May 2012
 - License Payment Report for May 2012
- f. Approve Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Chris Dunlap.
- g. Approve Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Brandon Remington.
- h. Acknowledge annual budget for FY 2012-2013 for the Pioneer Library System.
- i. Acknowledge resignation of Carl Holt from the Planning Commission effective June 7, 2012.
- j. Approve recommendation of the Community Service Contract Review Committee for renewal of an agreement with Central Oklahoma Community Action Agency, Inc., (operating as Central Oklahoma Transit System) hereinafter “COTS” for Fiscal Year 2012-2013.

On the advice of the City Attorney, Mayor Peterson requested that Item 2(a) be pulled for clarification purposes. Mayor Peterson also noted a Scribner's error in the June 6, 2012, City Commission minutes and asked for that item to be discussed separately, as well. A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to approve the Consent Agenda Items a-j, (Less items 2 (a) and 2 (b)). Motion carried 7-0.

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

NAY: None

Regarding item 2 (a), it was noted that the bid for the Al & James building demolition was inadvertently left off the agenda, although bids were received for this meeting as specified in the Notice to Bidders. The current agenda shows that there are five bids to be opened, when there are actually 6 bid openings. City Attorney Mary Ann Karns advised that all legal publications and requirements pertaining to the bid had been met and that the opening of bids would not result in any action taken by the Commission at this meeting. It was the decision of the Board to allow the bids for the Al & James building demolition to be opened, although no action will be taken at this meeting regarding a bid award.

Regarding the June 6, 2012 minutes, a correction was requested in one place on page 1, correction will show Commissioner Billy Collier "present" rather than "absent" at said meeting.

A motion was made by Commissioner Harrod, seconded by Commissioner Winterringer, to acknowledge and recommend the opening of six bids, including the demolition bid for the Al & James building and the correction to the June 6, 2012 minutes. Motion carried 7-0.

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

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:

City Manager's presentation of Employee of the Month for June to Jennifer Dawson of Emergency Management.

Jennifer Dawson was present to accept the Employee of the Month Certificate presented by City Manager Brian McDougal.

AGENDA ITEM NO. 5:

Public hearing and consider an ordinance to rezone property located at 2015 N. Harrison from CP; Planned Shopping to C-3; Automotive, Commercial and Recreation. Case #P09-12 Applicant: Joe Covey

Mayor Peterson opened the 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 Harrod, seconded by Commissioner Sims, to approve the ordinance to rezone property located at 2015 N. Harrison from CP; Planned Shopping to C-3; Automotive, Commercial and Recreation.

Ordinance No. 2479NS was introduced.

ORDINANCE NO. 2479NS, AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: A TRACT OF LAND BEING A PART OF LOT NINE (9), BLOCK FOURTEEN (14), NORTHRIDGE ADDITION, 5TH SECTION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 9 A DISTANCE OF 175.11 FEET S00°25'25"W OF THE NORTHEAST CORNER OF LOT 9; THENCE S00°25'25"W A DISTANCE OF 442.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE N89°53'33"W ALONG THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 449.29 FEET; THENCE N00°06'27"E A DISTANCE OF 179.97 FEET; THENCE N89°53'33"W A DISTANCE OF 189 FEET; THENCE N01°08'02"E ALONG THE WEST LINE OF SAID LOT 9 A DISTANCE OF 257.45 FEET; THENCE S88°51'58"E A DISTANCE OF 152 FEET; THENCE N01°08'02"E AND PARALLEL TO THE WEST LINE OF SAID LOT 9 A DISTANCE OF 6.91 FEET; THENCE N89°58'59"E AND PARALLEL TO THE NORTH LINE OF SAID LOT 9 A DISTANCE OF 484.04 FEET TO THE POINT OF BEGINNING,

REZONING SAID PROPERTY FROM CP; PLANNED SHOPPING CENTER TO C-3; AUTOMOTIVE, COMMERCIAL AND RECREATION AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 6:

Consider approval of the Shawnee Mission Plaza Section 8 final plat located at the SE corner of N. Kickapoo and Plaza Drive. Case #S08-12

Applicant: Burger Engineering LLC (deferred from May 2 meeting)

A motion was made by Commissioner Sims, seconded by Commissioner Collier, to approve the Shawnee Mission Plaza Section 8 final plat located at the SE corner of N. Kickapoo and Plaza Drive with the following conditions:

1. The signing and recording of the final plat shall not occur until all floodplain requirements have been met to the satisfaction of the City's Floodplain Administrator and in accordance with all Federal and FEMA requirements.
2. Final infrastructure and construction plans (including and engineered drainage plan) shall be submitted by the applicant and approved by the City and the City Engineer prior to construction.
3. Sidewalks are required and shall be included on all submitted improvement plans in accordance with the City's sidewalk ordinance.
4. All other applicable City standards apply

Motion carries 6-0.

AYE: Sims, Collier, Smith, Stephens, Harrod, Peterson

NAY: None

**Commissioner Winterringer was absent during roll call

AGENDA ITEM NO. 7:

Consider approval of the Shawnee Bible Church Addition preliminary and final plats located in the 1700 block of E. 45th Street. Case #S09-12 and #S10-12 Applicant: Landes Engineering

A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to approve the Shawnee Bible Church Addition preliminary and final plats located in the 1700 block of E. 45th Street with the following conditions:

1. Final improvements plans shall be approved by the City Engineer prior to construction.
2. Prior to filing (recording) the final plat, the applicant shall commence with making the required and proposed private and public site improvements in accordance with construction plans approved by the City Engineer or otherwise bond the project in accordance with City code.
3. Sidewalks shall be installed in accordance with the City's sidewalk ordinance.
4. All other applicable City standards apply.

Motion carries 6-0.

AYE: Harrod, Sims, Peterson, Collier, Smith, Stephens

NAY: None

**Commissioner Winterringer was absent during roll call.

AGENDA ITEM NO. 8:

Consider approval of an ordinance for a drought management plan.

Utility Director Jim Bierd noted that the Drought Management Plan is also included in the Yield Study. Commissioner Harrod had some concerns regarding lake levels during the most severe drought stages. Mr. Bierd stated that if the drought conditions ever reach the severe stage, additional restrictions could be put in place.

A motion was made by Commissioner Harrod, seconded by Commissioner Collier, to approve the ordinance adopting a drought management plan.

Ordinance No. 2480 NS was introduced.

ORDINANCE NO. 2480NS, 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.

Motion carried 7-0.

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

NAY: None

No motion was made concerning the Emergency Clause; this ordinance will become effective in 30 days from this date.

AGENDA ITEM NO. 9:

Consider Agreement between the City of Shawnee and Oklahoma Environmental Inc. for doing mitigation and cleanup work for the Oklahoma Corporation Commission on Independence Street just west of Center Street.

City Engineer John Krywicki addressed this item and noted that the project was scheduled to begin on July 15, 2012 and be completed by August 24, 2012. Mr. Krywicki noted that the liquidated damages clause would go into effect at \$1,000 per day after August 24, 2012 if the project is not completed by that time. Ms. Deanna Atkinson of Oklahoma Environmental, Inc. advised Commissioners of the current status of the project and their projected timetable. A motion was made by Commissioner Sims, seconded by Commissioner Smith, to approve an Agreement between the City of Shawnee and Oklahoma Environmental Inc. for doing mitigation and cleanup work for the Oklahoma Corporation Commission on Independence Street just west of Center Street. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 10:

Consider a resolution of support for economic development and affordable housing for the Absentee Shawnee Housing Authority.

Resolution No. 6427 was introduced and the title read aloud.

A RESOLUTION OF SUPPORT FOR ECONOMIC DEVELOPMENT AND AFFORDABLE HOUSING FOR THE BENEFIT OF THE CITIZENS OF SHAWNEE, OKLAHOMA; AND SUPPORT OF TAX

CREDIT AWARD FOR THE CONSTRUCTION OF
AFFORDABLE HOUSING DEVELOPMENT IN THE
CITY OF SHAWNEE, OKLAHOMA.

A motion was made by Commissioner Sims, seconded by Commissioner Stephens, to approve Resolution No. 6427 supporting economic development and affordable housing for the Absentee Shawnee Housing Authority. Motion carried 6-1.

AYE: Sims, Stephens, Peterson, Collier, Winterringer, Smith

NAY: Harrod

AGENDA ITEM NO. 11:

Consider a resolution adopting the budget for the City of Shawnee and related Authorities for the period of July 1, 2012 through June 30, 2013 finding all things requisite and necessary have been done in preparation and presentation of budget.

Commissioners discussed at length several budget concerns. Commissioner Harrod stated that he has spoken with City Manager Brian McDougal, who has agreed to postpone appointment of Assistant City Manager positions until January, 2013. The funds, however, will remain in the City Manager's budget pending appointments at a later time. Commissioner Harrod also received confirmation that the maintenance building at Shawnee Twin Lakes still remains in the Shawnee Municipal Authority budget. Regarding the water rate increases due to begin July 1, 2012, Mayor Peterson requested that the increases be postponed until November, 2012.

Resolution No. 6428 was introduced and the title read aloud.

A RESOLUTION APPROVING AND ADOPTING
THE BUDGET FOR THE CITY OF SHAWNEE,
OKLAHOMA FOR THE PERIOD JULY 1, 2012
THROUGH JUNE 30, 2013 FINDING ALL THINGS
REQUISITE AND NECESSARY HAVE BEEN DONE
IN PREPARATION AND PRESENTATION OF SAID
BUDGET.

A motion was made by Commissioner Harrod, seconded by Commissioner Collier, to approve a resolution adopting the budget for the City of Shawnee and related Authorities for the period of July 1, 2012 through June 30, 2013 finding

that all things requisite and necessary have been done in preparation and presentation of budget; further that water rate increases scheduled to become effective July 1, 2012 be postponed until November, 2012. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 12: Acknowledge Sales Tax report received June, 2012.

Finance Director Cindy Sementelli gave the sales tax report for June, 2012, noting that sales tax were \$8,330.00 higher than last year's receipts. The June sales tax received, plus interest, was \$1,284,871.93.

AGENDA ITEM NO. 13: Consideration and possible action on Collective Bargaining Agreement between Local #3, IUPA, and City of Shawnee, for July 1, 2012 through June 30, 2013.

A motion was made by Commissioner Sims, seconded by Commissioner Winterringer to approve the Collective Bargaining Agreement with the Local #3 IUPA. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 14: Consideration and possible action on Collective Bargaining Agreement and Memorandum of Understanding between Local #206, IAFF, and the City of Shawnee, for July 1, 2012 through June 30, 2013.

A motion was made by Commissioner Sims, seconded by Commissioner Collier to approve the Collective Bargaining Agreement and the Memorandum of Understanding with Local #206 IAFF. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 15:

Consider Bids:

a. Shawnee Library Re-roof (Open)

BIDDER

AMOUNT

Arrow Roofing	Base Bid:	\$138,200
	Alternate:	N/A
Crawford Roofing	Base Bid:	\$196,420
	Alternate:	N/A
Mid-American Roofing	Base Bid	\$139,793
	Alternate:	\$ 18,342
Universal Roofing	Base Bid:	\$168,510
	Alternate:	\$ 22,890

Director of Operations James Bryce read the bids into the record and explained that the alternate bid was for a felt material that would increase hail protection from 1” to 2” hail. Mr. Bryce asked that the bid award be deferred to the next meeting to evaluate the bids and to check references.

A motion was made by Commissioner Sims, seconded by Commissioner Winterringer, to defer the bid award to the next City Commission meeting. Motion carried 7-0.

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

NAY: None

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

BIDDER

AMOUNT

Traffic & Lighting Systems, LLC Oklahoma City, OK	\$198,562.60
Midstate Traffic Control, Inc. Oklahoma City, OK	\$222,849.00
Shell Construction Co., Inc. Oklahoma City, OK	\$223,834.30

Engineer's Estimate

\$350,000.00

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 to review and check references.

A motion was made by Commissioner Winterringer, seconded by Commissioner Stephens, to defer the bid award to the next City Commission meeting. Motion carried 7-0.

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

NAY: None

- c. Kulhbird Lane Hazard Mitigation Project Contract No. COS-PW-11-09 (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
C-P Integrated Services, Inc. Oklahoma City, OK	\$54,211.30
Nash Construction Company Oklahoma City, OK	\$56,505.00
Rudy Construction Oklahoma City, OK	\$57,015.00
Engineer's Estimate	\$75,000.00

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 to review and check references.

A motion was made by Commissioner Harrod, seconded by Commissioner Winterringer, to defer the bid award to the next City Commission meeting. Motion carried 7-0.

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

NAY: None

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

<u>BIDDER</u>	<u>AMOUNT</u>
Nash Construction Oklahoma City, OK	\$589,090.00
All Roads Paving, Inc. Oklahoma City, OK	\$693,388.10
Rudy Construction Co. Oklahoma City, OK	\$718,900.50
T.J. Campbell Construction Co. Oklahoma City, OK	\$803,983.50
Engineer's Estimate	\$650,000.00

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 to review and check references.

A motion was made by Commissioner Harrod, seconded by Commissioner Winterringer, to defer the bid award to the next City Commission meeting. Motion carried 7-0.

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

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

<u>BIDDER</u>	<u>AMOUNT</u>
C-P Integrated Services, Inc. Oklahoma City, OK	\$637,274.14
A-Tech Paving Edmond, OK	\$437,700.00
Nash Construction Oklahoma City, OK	\$412,505.00

All Roads Paving, Inc. Oklahoma City OK	\$387,409.00
Rudy Construction Oklahoma City, OK	\$399,920.00
Continental Construction Corp. Edmond, OK	\$501,862.90
Engineer's Estimate	\$350,000.00

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 to review and check references.

A motion was made by Commissioner Harrod, seconded by Commissioner Winterringer, to defer the bid award to the next City Commission meeting. Motion carried 7-0.

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

NAY: None

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

<u>BIDDER</u>	<u>AMOUNT</u>
Midwest Wrecking Co. Edmond, OK	\$83,485.00
A-1 Dozer Shawnee, OK	\$59,400.00
K & M Wrecking LLC Oklahoma City, OK	\$52,300.00
M & M Wrecking Inc. Blanchard, OK	\$43,723.00
Southern Rock Equipment Davis, OK	\$87,700.00

Community Development Director Justin Erickson read the bids into the record.

AGENDA ITEM NO. 16: 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. 17: Administrative Reports

There were no Administrative Reports

AGENDA ITEM NO. 18: Commissioners Comments

Commissioner Smith announced that he would like to see the Animal Shelter stop euthanizing animals. He recommended that the City look into the matter further and perhaps establish a focus group to study this issue.

Commissioner Sims asked that the subject of mandatory curb-side recycling be discussed at the next City Commission meeting and that current costs from Central Disposal Services be available.

Mayor Peterson asked if there would be a quorum for the July 2, 2012 meeting. Two Commissioners stated they would not be attending, and a third Commissioner did not know whether she could attend at this time. The July 2, 2012 meeting will still be held providing a quorum is available.

Commissioner Winterringer asked about bike lanes on certain city streets and also the possibility of building a golf driving range within the city limits. He asked that the costs of these projects be looked into and reported back at a future meeting.

Commissioner Smith also asked City Engineer John Krywicki to report on the easement purchases on Kickapoo Street. Mr. Krywicki reported that all but four have been signed and that he would be turning all documents over to Oklahoma Department of Transportation by the end of this week.

AGENDA ITEM NO. 19: 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 7-0. (7:51 p.m.)

AYE:

NAY: None

LINDA PETERSON, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 07/16/2012

Acknowledge meeting cancellation

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Meeting Cancellation 7-2-12

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JULY 2, 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 2, 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

Absent

Commissioner Ward 2

James Harrod

Commissioner Ward 3

Billy Collier

Commissioner Ward 4-Vice Mayor

Absent

Commissioner Ward 5

Absent

Commissioner Ward 6

ABSENT: Stephens, Sims, Winterringer, Smith

Upon roll call, it was determined that a quorum was not present. Meeting was cancelled due to lack of quorum.

Regular Board of Commissioners

2. d.

Meeting Date: 07/16/2012

Budget Amendment CDBG

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Budget CDBG

City of Shawnee
Budget Amendment - FY 2012-2013
2011 CDBG Entitlement Grant Fund
July 16, 2012

Estimated Revenue or Fund Balance

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
187	4101	C11		Federal Grant Revenue	-	281,029.68	281,029.68
						-	-
				Total		281,029.68	

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
187	5.1410.5101	C11	14105101	Admin - Regular Salaries	-	9,912.95	9,912.95
187	5.1410.5102	C11	14105102	Admin - Overtime	-	931.43	931.43
187	5.1410.5104	C11	14105104	Admin - Longevity	-	301.40	301.40
187	5.1410.5111	C11	14105111	Admin - FICA	-	660.54	660.54
187	5.1410.5112	C11	14105112	Admin - Medicare	-	138.43	138.43
187	5.1410.5113	C11	14105113	Admin - Health Insurance	-	947.08	947.08
187	5.1410.5114	C11	14105114	Admin - Life Insurance	-	212.30	212.30
187	5.1410.5115	C11	14105115	Admin - OMRF	-	2,352.20	2,352.20
187	5.1410.5201	C11	14105201	Office & Computer Supplies	-	1,389.87	1,389.87
187	5.1410.5220	C11	14105220	Tools & Minor Equipment	-	500.00	500.00
187	5.1410.5250	C11	14105250	Other Materials & Supplies	-	500.00	500.00
187	5.1410.5303	C11	14105303	Repair & Maintenance-Equipment	-	50.00	50.00
187	5.1410.5304	C11	14105304	Repair & Maintenance-Vehicle	-	400.00	400.00
187	5.1410.5310	C11	14105310	Legal Services	-	1,500.00	1,500.00
187	5.1410.5325	C11	14105325	Telephone	-	500.00	500.00
187	5.1410.5328	C11	14105328	Copy Usage	-	300.00	300.00
187	5.1410.5329	C11	14105329	Postage & Shipping	-	700.00	700.00
187	5.1410.5339	C11	14105339	Other Contractual Services	-	27.75	27.75
187	5.1410.5349	C11	14105349	Books & Subscriptions	-	100.00	100.00
187	5.1410.5354	C11	14105354	Printing	-	1,000.00	1,000.00
187	5.1410.5356	C11	14105356	Land & Building Rental	-	9,464.00	9,464.00
187	5.1420.5101	C11	14205101	Rehab - Regular Salaries	-	41,122.21	41,122.21
187	5.1420.5102	C11	14205102	Rehab - Overtime	-	183.83	183.83
187	5.1420.5104	C11	14205104	Rehab - Longevity	-	870.64	870.64
187	5.1420.5111	C11	14205111	Rehab - FICA	-	2,717.76	2,717.76
187	5.1420.5112	C11	14205112	Rehab - Medicare	-	529.93	529.93
187	5.1420.5113	C11	14205113	Rehab - Health Insurance	-	2,617.34	2,617.34
187	5.1420.5114	C11	14205114	Rehab - Life Insurance	-	114.88	114.88
187	5.1420.5115	C11	14205115	Rehab - OMRF	-	8,148.90	8,148.90
187	5.1420.5370	C11	14205370	Housing Rehabilitation	-	151,331.24	151,331.24
187	5.1420.5371	C11	14205371	Emergency Rehab Assistance	-	41,505.00	41,505.00
						281,029.68	

Approved by the City Commission this
16th day of November, 2012.

Explanation of Budget Amendment:
Appropriate 2011 CDBG Entitlement Funds for FY 2012 - FY 2013 (Rollover)

Approved:

Mayor

Attest:

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

City Clerk

Estimated Revenue or Fund Balance

Appropriations

2012-2013 Fund Rollover

Estimated Revenue or Fund Balance

Appropriations

2012-2013 Fund Rollover

Estimated Revenue or Fund Balance

Appropriations

2012-2013 Fund Rollover

Estimated Revenue or Fund Balance

Appropriations

2012-2013 Fund Rollover

July 16, 2012

Estimated Revenue or Fund Balance

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
181	4101			Federal Grant Revenue	-	2,822.70	2,822.70
						-	-
				Total		2,822.70	

Appropriations

[illegible]

Approved by the City Commission this

16th day of July, 2012.

Explanation of Budget Amendment:

Appropriate 2006 CDBG Entitlement Funds for FY 2012-2013 (Rollover).

Approved:

Mayor

Attest:

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

City Clerk

Regular Board of Commissioners

2. e.

Meeting Date: 07/16/2012

Budget Amendment HOME Rehab

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment for HOME Rehab Program Income

Appropriate HOME Grant Program Income for Housing Rehabilitation (Rollover)

Attachments

Budget HOME

Estimated Revenue or Fund Balance

Appropriations

2012-2013 Fund Rollover

Regular Board of Commissioners

2. f.

Meeting Date: 07/16/2012

Budget Amendment ODOC NSP

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment for ODOC NSP Program Income Fund

Appropriate NSP Funds from ODOC for Housing Rehabilitation (Rollover)

Attachments

Budget ODOC NSP

July 16, 2012

Estimated Revenue or Fund Balance

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
198	4830			Federal Grant Revenue	-	12,699.88	12,699.88
					-	-	-
				Total		12,699.88	

Appropriations

[illegible]

Approved by the City Commission this
16th day of July, 2012.

Explanation of Budget Amendment:

Appropriate NSP Funds from ODOC for Housing Rehabilitation

Program Income FY 2012 - FY 2013 (Rollover).

Approved:

Mayor

Attest:

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

City Clerk

Regular Board of Commissioners

2. g.

Meeting Date: 07/16/2012

Minutes and Reports

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

SCCDA

Traffic Comm 2-28-12

Traffic Comm 3-27-12

SURA

Project Payment Report

License Payment Report

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 MCDUGAL
 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 CYB, 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, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO. 6

APPROVAL OF MONTHLY FINANCIALS

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

AYE: GILBERT, LOWE, PACKWOOD, WORTHAM, MCDUGAL, 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, MCDUGAL, 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 4o 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, MCDUGAL, 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, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN: NONE

CHAIRMAN: MR. KARL KOZEL

SECRETARY: MR. BRIAN MCDUGAL

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 MCDUGAL
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 CYB, AND MIKE MCCORMICK OF THE SHAWNEE NEWS STAR.

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. KARL KOZEL, DECLARED A QUORUM.

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APPROVAL OF MINUTES OF REGULAR
MEETING OF APRIL 2012.

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

AGENDA ITEM NO. 6

APPROVAL OF MONTHLY FINANCIALS

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

AYE: GILBERT, LOWE, PACKWOOD, WORTHAM, MCDUGAL, 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, MCDUGAL, 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
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G. Personal Plumbing Building Maintenance	\$148.00
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Q. AT&T Mobility Monthly Utilities	\$47.14

ADD ON'S

GENERAL ACCOUNT:

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G.	Demco Printing Office Supplies	\$325.00
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I.	Bill Veazey's Equipment Rental	\$1,309.50
J.	Chuck Jones Grounds Maintenance	\$850.00
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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
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General Account Add On's Cont.

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U.	City of Shawnee- Surcharge RV Surcharge	\$1,945.00
V.	Back 4o 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, MCDUGAL, 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

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C.	Cowboy Times IFYR 2012	\$600.00
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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

<u>AGENDA ITEM NO.11</u>	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

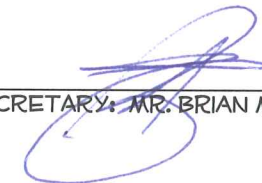
AGENDA ITEM NO. 17

ADJOURNMENT

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

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


CHAIRMAN: MR. KARL KOZEL


SECRETARY: MR. BRIAN MCDUGAL

MINUTES
TRAFFIC COMMISSION
February 28, 2012 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL

I. CALL TO ORDER

II. ROLL CALL
MEMBERS PRESENT

Bill Johnson
Wayne Ardrey
Theresa Cody
Ron Duffel
Ronald Taffe

MEMBERS ABSENT

Deena Harris
Delbert Totty

EX-OFFICIO MEMBERS

Michael Ludi, Asst. City Engineer
Keith Mangus, Traffic Control Supervisor
Amber Satterfield, EIT
Lt. Sheldon Hill, PD

CITIZENS PRESENT

None

III. APPROVAL OF January 24, 2012 MINUTES

Motion was made by Cody, seconded by Duffel to approve of the January 24, 2012 minutes.
Motion carried.

Aye: Cody, Duffel, Ardrey, Johnson, Taffe
Nay: None

IV.

CONSIDERATION OF REQUESTS

- A. Consideration of request by staff to install street lights on N Kennedy from Kickapoo Spur to Ford

Discussion: Johnson believes this is a good location for public safety. Ludi mentions adding sidewalk so light will assist (on existing poles).

Motion was made by Taffe, seconded by Duffel to agree with Staff recommendation to install security lamp. Motion carried.

Aye: Taffe, Duffel, Ardrey, Cody, Johnson
Nay: None

- B. Discussion of ordinance concerning use of MUTCD manual for requests

Discussion: Ludi states it is something for future commission meeting. Explained what the manual is and why we use this and that we want to formally adopt it. Taffe explains it has already been adopted on 06/05/06 – posted 08/25/06. Johnson & Satterfield not able to find online. Staff wants to add to code also. Taffe & Ludi discussed verbage of some other codes. Cody asked if signal lights were in the manual and if City's are to code. Taffe wanted verification if the manual will help with last month's traffic sign incident. Ludi explains steps for stop signs from MUTCD. Cody asks what our procedure is, to which Ludi explained that it depends on the request.

No motion required

- C. Consideration of request by staff to install street light at the intersection of Kennedy and Norwesco Rd.

Discussion: Johnson agrees that it is a great location for a light and mentions that the name of the street was after a business. No lights at location, 3 to the N and 2 to the S. This street is not on google. Ludi states lights are for both Oakland and Norwesco due to dumping of trash. Lights will be to deter dumping.

Motion was made by Ardrey, seconded by Taffe to agree with Staff recommendation to install security lamp. Motion carried.

Aye: Ardrey, Taffe, Cody, Duffel, Johnson
Nay: None

**MINUTES
TRAFFIC COMMISSION
March 27, 2012 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL**

I. CALL TO ORDER

**II. ROLL CALL
MEMBERS PRESENT**

Theresa Cody
Wayne Ardrey
Ron Duffell
Ronald Taffe

MEMBERS ABSENT

Deena Harris
Bill Johnson
Delbert Totty

EX-OFFICIO MEMBERS

Michael Ludi, Asst. City Engineer
Keith Mangus, Traffic Control Supervisor
Amber Satterfield, EIT
Alissa Cartwright, Traffic Commission Secretary

CITIZENS PRESENT

None

III. APPROVAL OF FEBRUARY 28, 2012 MINUTES

This item was deferred until next meeting due to the Chairman and Vice Chairman both being absent from the meeting.

IV. CONSIDERATION OF REQUESTS

- A. Consideration of request by anonymous citizen to designate right turn only lane on Kickapoo, just North of I-40 bridge onto Mall Drive

Discussion: Cody questioned what this would accomplish and Duffell explained it's so people will not have to wait in that lane for someone going straight in order for them to be able and turn right. Staff stated that the reasoning for people to stay in the right lane and continue going straight is so they can enter the mall parking lot at their west entrance.

Motion was made by Taffe, seconded by Duffell to deny request. Motion carried.

Aye: Taffe, Duffell, Ardrey, Cody

Nay: None

- B. Consideration of request by staff to re-stripe the shoulder of the southbound lane on Harrison onto Mall Drive for right turn only

Discussion: Cody mentioned that this was a very congested area. Taffe had concerns of water collecting on the very right lane. Taffe also mentioned the need to install another traffic signal for a right turn arrow. Duffell questioned losing the shoulder if the existing shoulder was turned into a right turn only lane and if that lane would be able to be long enough. Staff stated that the right turn only lane would be approximately 100ft.

Motion was made by Taffe, seconded by Duffell to approve request per Staff recommendation. Motion carried.

Aye: Taffe, Duffell, Ardrey, Cody
Nay: None

V. **ADMINISTRATIVE REPORTS**

Staff reported to the Board that Delbert Totty has advised that he intends to resign from the Board. Totty said that he will provide a resignation in writing.

VI. **CITIZEN PARTICIPATION**

None

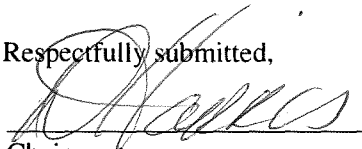
VII. **BOARD MEMBERS COMMENTS**

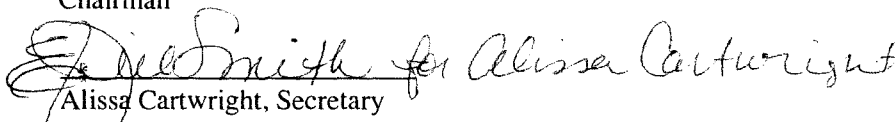
None

There being no further business to come before the Traffic Commission, a motion was made by Ardrey, seconded by Taffe recommending the meeting be adjourned. Motion carried.

Aye: Ardrey, Taffe, Cody, Duffell
Nay: None

Respectfully submitted,


Chairman


Alissa Cartwright, Secretary

SHAWNEE URBAN RENEWAL AUTHORITY

MINUTES OF JUNE 5, 2012

The Board of Commissioners of the **Shawnee Urban Renewal Authority** met for a regular meeting Tuesday, June 5, 2012 at 9:00 a.m. in the 4th Floor Conference Room, Masonic Building, 23 E. 9th, Room 440, Shawnee, Oklahoma.

Chairman Stephen Rice called the meeting to order at 9:01 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

Chairman	Stephen Rice
Commissioner	Monte Cockings
Commissioner	Patty L. Nida

Absent: Commissioner Tiffany Barrett
Commissioner Ron Henderson

Also present:
Justin Erickson, Program Director
Mike Wolf, Program Manager, SURA
Carla Clemons, Planning Assistant, SURA
Elaine Shrum, Administrative Specialist, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of May 8, 2012 was made by **Commissioner Cockings** seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, and Nida
VOTING NO: None

AGENDA ITEM NO. 4
APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 8,297.59 was made by **Commissioner Cockings**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, and Nida
VOTING NO: None

AGENDA ITEM NO. 5
REQUEST FOR APPROVAL:

CDBG FY2012-2013 One Year Action Plan

Mike Wolf, Program Manager talked about the one year action plan.

A motion to approve the action plan was made by **Commissioner Cockings**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, and Nida
VOTING NO: None

AGENDA ITEM NO. 6
BID OPENINGS:

- a) Emergency Assistance: Mary Trecker, 315 N. McKinley
Cost Estimate: \$9,500.00

<u>Contractor</u>	<u>Amount</u>
LG Construction:	\$ 10,720.00
Kingworks:	14,150.00
Superior Const:	9,791.00

A motion to refer bids to staff for review and award was made by **Commissioner Cockings**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, and Nida
VOTING NO: None

- b) Demolition: Bonnie Elliott, 1003 E. 10th
Cost Estimate: \$3,000.00

<u>Contractor</u>	<u>Amount</u>
Robert Winrow:	\$ 3,000.00
M & M Wrecking:	2,903.00

A motion to refer bids to staff for review and award was made by **Commissioner Cockings**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, and Nida
VOTING NO: None

AGENDA ITEM NO. 7
OLD BUSINESS:

There was no old business.

AGENDA ITEM NO. 8
NEW BUSINESS:

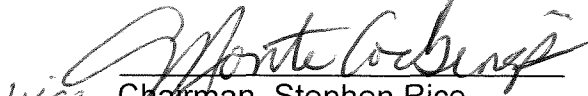
There was no new business.

AGENDA ITEM NO. 9
ADJOURNMENT

There being no further business to come before the Board at this time, a motion to adjourn at 9:12 a.m. was made by **Commissioner Cockings**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, and Nida
VOTING NO: None


Secretary, Patty L. Nida


vice Chairman, Stephen Rice

07/06/2012 8:22 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

P R O J E C T P A Y M E N T R E P O R T

PAGE: 6
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 6/01/2012 TO 6/30/2012
SORTED BY: PROJECT

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	344.00CR
001-4202	BUILDING PERMITS	2,323.11CR
001-4203	PLUMBING PERMITS	710.00CR
001-4204	ELECTRICAL PERMITS	500.00CR
001-4205	ZONING PERMITS & APPLICATIONS	280.00CR
001-4206	HEATING & A/C PERMITS	2,090.00CR
001-4249	OTHER PERMITS	350.00CR
001-4822	OTHER MISC. REVENUE	43.00CR
101-4249	OTHER PERMITS	150.00CR
799-1023	BANCFIRST GENERAL	6,790.11

07/06/2012 8:22 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

P R O J E C T P A Y M E N T R E P O R T

PAGE: 4
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 6/01/2012 TO 6/30/2012
SORTED BY: PROJECT

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	139.50CR
B2-ADD	BUILDING CONSTRUCTION ADD	235.38CR
B3-REMODEL	BUILDING CONSTRUCTION REM	730.13CR
B4-OTHER	BUILDING CAPORT/SHELTER	1,417.10CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	549.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	2,220.50CR
P3-REMODEL	PLUMBING REMODEL	718.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	100.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	50.00CR
X-SIGN	SIGN PERMIT	275.00CR
Z-OCCUP	OCCUPANCY PERMIT	75.00CR
Z-REZONING	REZONING REQUEST	280.00CR
TOTAL		6,790.11CR

7/03/2012 5:08 PM
LICENSES: THRU ZZZZZZZZZZ

L I C E N S E P A Y M E N T R E P O R T
SORTED BY: CODE

PAGE:
PAYMENT DATES: 6/01/2012 TO 6/30/2012

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION		FEE	PENALTY	PAYMENT DISTRIBUTION TAX	INTEREST	TOTAL PAI
ALARM	BURGLAR/FIRE ALARM LICENSE	3	75.00CR				75.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	10	150.00CR				150.00
BEER1	BEER CONSUMPTION ON PREMISE	7	140.00CR				140.00
BEER2	BEER PACKAGE FEE	23	230.00CR				230.00
BOATREG	BOAT REGULAR PERMIT	112	2,912.00CR				2,912.00
CONCE	CONCESSION STAND EVENT FEE	1	7.50CR				7.50
ELEC1	ELECTRICAL CONTRACTOR INITIAL	2	200.00CR				200.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	7	525.00CR				525.00
FISHANNUAL	FISHING ANNUAL FEE	21	315.00CR				315.00
IMERC	ITINERANT MERCHANT FEE	1	50.00CR				50.00
LAKE-IN	LAKE LEASE CITY RESIDENT	3	600.00CR				600.00
LAKE-OUT	LAKE LEASE NON RESIDENT	2	800.00CR				800.00
LAKEINSP	LAKE LEASE INSPECTION	1	75.00CR				75.00
LAKELEASE	LAKE LEASE	3	1,872.00CR				1,872.00
LAKEXFER	LAKE LEASE TRANSFER FEE	1	1,000.00CR				1,000.00
LIQR	RETAIL LIQUOR OCCUPATIONAL TAX	1	600.00CR				600.00
MECH1	MECHANICAL CONTRACTOR INTIAL	1	100.00CR				100.00
MECH2	MECHANICAL CONTRACTOR RENEW	7	550.00CR				550.00
PLUM2	PLUMBING CONTRACTOR RENEW	7	525.00CR				525.00
RESAL	RESIDENTIAL SALE	173	1,730.00CR				1,730.00
SIGN	SIGN HANGERS LICENSE FEE	1	75.00CR				75.00
SNOWC	SNOW CONE STAND LICENSE FEE	1	25.00CR				25.00
SOLIC	SOLICITOR ANNUAL LICENSE	1	50.00CR				50.00
STORM	STORM CELLAR LICENSE FEE	1	75.00CR				75.00
TOTAL			12,681.50CR				12,681.50

Regular Board of Commissioners

2. h.

Meeting Date: 07/16/2012

Lake Lease Transfer and Renewals

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Lot 1 Damron Tract

Lot 3 Seck Tract

Lot 9A Eckel Tract

Lot 7 Johnson Tract

Lot 4 Johnston Tract

Lot 2 Seck Tract

Lot 10 Coffman Tract

Lot 4 Belcher Tract

Lot 8 Magnino A Tract



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

Date	6/21/12	License No. #010163
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	7/02/12	
Property Address	33701 BELCHER RD	
Lake Site Location	LOT 1 DAMRON TRACT	
Lease Dates	8/05/2011 – 8/05/2041	
Lease Fee (changes annually)	\$612.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	LAURANCE AND BARBARA SMITH	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No (if no, due:)	
DEQ Report on File	☐ Yes ☒ No	
Type of Septic System	☐ Conventional ☐ Aerobic	
Last Inspected/Pumped		
Misc. Comments	PRIMITIVE – NO SEPTIC SYSTEM	
	Total Charges Paid: \$612.00	



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

Date	6/21/12	License No. #012594
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	7/02/12	
Property Address	33708 POST OFFICE NECK	
Lake Site Location	LOT 3 SECK TRACT	
Lease Dates	03/19/12 – 03/19/42	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	MICHAEL & REBEKAH WAHKINNEY	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☒ Yes ☐ No (if no, due:)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	03/08/12	
Misc. Comments		
Total Charges Paid: \$699.00		



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

Date	6/21/12	License No. #009264
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	7/02/12	
Property Address	15115 ECKEL RD	
Lake Site Location	LOT 9A ECKEL TRACT	
Lease Dates	4/20/12 – 4/20/2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	MICHAEL TURK	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☒ Yes ☐ No (if no, due:)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	3/01/12	
Misc. Comments		
Total Charges Paid: \$699.00		



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

Date	6/21/12	License No. #013066
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	7/02/12	
Property Address	16706 MAGNINO RD	
Lake Site Location	LOT 7 JOHNSTON TRACT	
Lease Dates	06/18/2012 – 06/18/2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	GLENN BLANKENSHIP, JR	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☒ Yes ☐ No (if no, due:)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	05/23/12	
Misc. Comments		
Total Charges Paid: \$699.00		



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

Date	6/21/12	License No. #012489
Type	☒ Renewal	☐ Transfer (Fee: \$1,000)
Commission Meeting Date	7/02/12	
Property Address	16800 MAGNINO RD	
Lake Site Location	LOT 4 JOHNSTON TRACT	
Lease Dates	03/19/2012 - 03/19/2042	
Lease Fee (changes annually)	624.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	ERRON MOORE	
Address	SEE FILE	
Phone		
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No (if no, due: 3/15/17)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	03/15/12	
Misc. Comments		
Total Charges Paid: \$699.00		



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

Date	6/21/12	License No. #009267
Type	☒ Renewal	☐ Transfer (Fee: \$1,000)
Commission Meeting Date	7/02/12	
Property Address	33704 POST OFFICE NECK	
Lake Site Location	LOT 2 SECK TRACT	
Lease Dates	04/20/2012 – 04/20/2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	ROGER & HELEN LAMB	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	☐ Yes ☒ No (if no, due 03/03/15)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	03/03/10	
Misc. Comments	Total Charges Paid: \$624.00	



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

Date	6/21/12	License No. #010701
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	7/02/12	
Property Address	15201 PERRY RD	
Lake Site Location	LOT 10 COFFMAN TRACT	
Lease Dates	11/19/2011 – 11/19/2041	
Lease Fee (changes annually)	\$612.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	LAWRENCE AND ALICE REDWINE	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes No (if no, due: 11/14/12)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	11/14/07	
Misc. Comments		
Total Charges Paid: \$612.00		



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

Date	6/21/12	License No. #011012
Type	☒ Renewal ☐ Transfer (Fee: \$1,000)	
Commission Meeting Date	7/02/12	
Property Address	15508 NICKENS RD	
Lake Site Location	LOT 4 BELCHER TRACT	
Lease Dates	4/16/2012 – 4/16/2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	ELLEN CHIDESTER	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No (if no, due: 5/29/17)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	5/29/12	
Misc. Comments		
Total Charges Paid: \$699.00		



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

Date	7/10/2012	License No. #022293
Type	☐ Renewal ☒ Transfer (Fee: \$1,000)	
Commission Meeting Date	7/16/2012	
Property Address	17230 MAGININO ROAD	
Lake Site Location	LOT 8 MAGININO A TRACT	
Lease Dates	7/16/2012 – 7/16/2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	JERRY AND VICKI SPIVEY	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	HAROLD SCOTT MILLER	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☒ Yes ☐ No (if no, due:)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	6/09/2012	
Misc. Comments	 Total Charges Paid: \$1,699.00	

Regular Board of Commissioners

2. i.

Meeting Date: 07/16/2012

Retirement Fund Refund Caruso

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Regular Board of Commissioners

2. j.

Meeting Date: 07/16/2012

Retirement Fund refund Presley

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Regular Board of Commissioners

2. k.

Meeting Date: 07/16/2012

Retirement Fund refund Smith

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Regular Board of Commissioners

2. I.

Meeting Date: 07/16/2012

Retirement Fund refund McDonnell

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Regular Board of Commissioners

2. m.

Meeting Date: 07/16/2012

Normal Retirement Drain

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve Oklahoma Municipal Retirement Fund Normal Retirement for Karen Drain.

Regular Board of Commissioners

2. n.

Meeting Date: 07/16/2012

Traffic Commission

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Recommendations and Information

**BOARD RECOMMENDATIONS
TRAFFIC COMMISSION
June 26, 2012 MEETING**

- A. 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.

NOTICE OF MEETING

Traffic Commission

TYPE OF MEETING

Regular Meeting (X) Rescheduled Regular Meeting ()
Special Meeting () Continued or Emergency Meeting ()
Reconvened Meeting ()

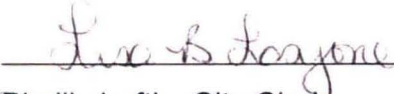
DATE
June 26, 2012

TIME
6:00 PM

PLACE OF MEETING
Commission Chambers
City Hall, Shawnee, OK

Name: Danielle Turner
Title: Secretary
Address: P.O. Box 1848
Shawnee, OK 74802-1848
Phone: (405) 878-1537

Filed in the office of the municipal clerk at 2:15 am/pm on June 13 2012.

Signed: 
 Phyllis Loftis, City Clerk

FOR CITY CLERK'S OFFICE ONLY

Date Notice released to news media: 06/19/12
Person filing notice: Danielle Turner
Notice verified by: Lisa Laszane

Traffic Board Commissioners:

Chairman - Vacant
Ron Duffell
Theresa Cody
Ronald Taffe

City of Shawnee Traffic Commission



Traffic Board Commissioners:

Deena Harris, Vice Chairman
Wayne Ardrey

AGENDA

June 26, 2012 AT 6:00 P.M.
Commission Chambers, City Hall

- I. Call to Order
- II. Roll Call
- III. Approval of February 28, 2012, and March 27, 2012 Minutes
- IV. Appoint new Chairman to Traffic Commission
- V. Appoint new Vice Chairman to Traffic Commission if needed
- VI. Consideration of Requests Received
 - A. Consideration of request by staff to designate Bradley Street from Bryan East to Lantana Circle as a no parking zone.
- VII. Administrative Reports
- VIII. Citizen Participation
- IX. Board Members Comments
- X. Adjournment

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Danielle Turner".
Danielle Turner
Secretary

**MINUTES
TRAFFIC COMMISSION
February 28, 2012 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL**

I. CALL TO ORDER

**II. ROLL CALL
MEMBERS PRESENT**

Bill Johnson
Wayne Ardrey
Theresa Cody
Ron Duffel
Ronald Taffe

MEMBERS ABSENT

Deena Harris
Delbert Totty

EX-OFFICIO MEMBERS

Michael Ludi, Asst. City Engineer
Keith Mangus, Traffic Control Supervisor
Amber Satterfield, EIT
Lt. Sheldon Hill, PD

CITIZENS PRESENT

None

III. APPROVAL OF January 24, 2012 MINUTES

Motion was made by Cody, seconded by Duffel to approve of the January 24, 2012 minutes.
Motion carried.

Aye: Cody, Duffel, Ardrey, Johnson, Taffe
Nay: None

IV.

CONSIDERATION OF REQUESTS

- A. Consideration of request by staff to install street lights on N Kennedy from Kickapoo Spur to Ford

Discussion: Johnson believes this is a good location for public safety. Ludi mentions adding sidewalk so light will assist (on existing poles).

Motion was made by Taffe, seconded by Duffel to agree with Staff recommendation to install security lamp. Motion carried.

Aye: Taffe, Duffel, Ardrey, Cody, Johnson

Nay: None

- B. Discussion of ordinance concerning use of MUTCD manual for requests

Discussion: Ludi states it is something for future commission meeting. Explained what the manual is and why we use this and that we want to formally adopt it. Taffe explains it has already been adopted on 06/05/06 – posted 08/25/06. Johnson & Satterfield not able to find online. Staff wants to add to code also. Taffe & Ludi discussed verbage of some other codes. Cody asked if signal lights were in the manual and if City's are to code. Taffe wanted verification if the manual will help with last month's traffic sign incident. Ludi explains steps for stop signs from MUTCD. Cody asks what our procedure is, to which Ludi explained that it depends on the request.

No motion required

- C. Consideration of request by staff to install street light at the intersection of Kennedy and Norwesco Rd.

Discussion: Johnson agrees that it is a great location for a light and mentions that the name of the street was after a business. No lights at location, 3 to the N and 2 to the S. This street is not on google. Ludi states lights are for both Oakland and Norwesco due to dumping of trash. Lights will be to deter dumping.

Motion was made by Ardrey, seconded by Taffe to agree with Staff recommendation to install security lamp. Motion carried.

Aye: Ardrey, Taffe, Cody, Duffel, Johnson

Nay: None

**MINUTES
TRAFFIC COMMISSION
March 27, 2012 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL**

I. CALL TO ORDER

**II. ROLL CALL
MEMBERS PRESENT**

Theresa Cody
Wayne Ardrey
Ron Duffell
Ronald Taffe

MEMBERS ABSENT

Deena Harris
Bill Johnson
Delbert Totty

EX-OFFICIO MEMBERS

Michael Ludi, Asst. City Engineer
Keith Mangus, Traffic Control Supervisor
Amber Satterfield, EIT
Alissa Cartwright, Traffic Commission Secretary

CITIZENS PRESENT

None

III. APPROVAL OF FEBRUARY 28, 2012 MINUTES

This item was deferred until next meeting due to the Chairman and Vice Chairman both being absent from the meeting.

IV. CONSIDERATION OF REQUESTS

- A. Consideration of request by anonymous citizen to designate right turn only lane on Kickapoo, just North of I-40 bridge onto Mall Drive

Discussion: Cody questioned what this would accomplish and Duffell explained it's so people will not have to wait in that lane for someone going straight in order for them to be able and turn right. Staff stated that the reasoning for people to stay in the right lane and continue going straight is so they can enter the mall parking lot at their west entrance.

Motion was made by Taffe, seconded by Duffell to deny request. Motion carried.

Aye: Taffe, Duffell, Ardrey, Cody

Nay: None

- B. Consideration of request by staff to re-stripe the shoulder of the southbound lane on Harrison onto Mall Drive for right turn only

Discussion: Cody mentioned that this was a very congested area. Taffe had concerns of water collecting on the very right lane. Taffe also mentioned the need to install another traffic signal for a right turn arrow. Duffell questioned losing the shoulder if the existing shoulder was turned into a right turn only lane and if that lane would be able to be long enough. Staff stated that the right turn only lane would be approximately 100ft.

Motion was made by Taffe, seconded by Duffell to approve request per Staff recommendation. Motion carried.

Aye: Taffe, Duffell, Ardrey, Cody

Nay: None

V. ADMINISTRATIVE REPORTS

Staff reported to the Board that Delbert Totty has advised that he intends to resign from the Board. Totty said that he will provide a resignation in writing.

VI. CITIZEN PARTICIPATION

None

VII. BOARD MEMBERS COMMENTS

None

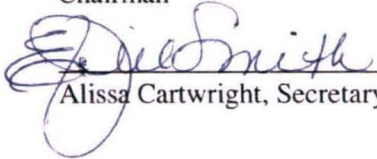
There being no further business to come before the Traffic Commission, a motion was made by Ardrey, seconded by Taffe recommending the meeting be adjourned. Motion carried.

Aye: Ardrey, Taffe, Cody, Duffell

Nay: None

Respectfully submitted,

Chairman

 for Alissa Cartwright
Alissa Cartwright, Secretary

Regular Board of Commissioners

2. o.

Meeting Date: 07/16/2012

Purchase of Police Vehicles

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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.

Attachments

Police Vehicles



Shawnee Police Department

Chief Russell Frantz

P.O. Box 1448
Shawnee, Oklahoma 74802
Office (405)878-1680 or 1681*Fax (405)878-1520
E-Mail rfrantz@shawneeok.org



TO : Brian McDougal
City Manager

CC : Cynthia Sementelli

FROM : **Russell Frantz**
Chief of Police

SUBJECT : **REQUEST TO PURCHASE VEHICLES**

DATE : July 6, 2012

Request for item to be placed on Consent Agenda for 16 July 2012 City Commission Meeting.

Seeking Commission approval of expenditure of Capital Funds to purchase (8) police package vehicles. Five (5) police package 2012 Chevy Tahoe vehicles at a price of \$26,504.10 each. Three (3) police package 2013 Ford Police Utility vehicles at a price of \$26,013.00 each. Total cost of vehicles will be \$210, 559.00. Capital Budget allowed for \$216,000.00. A savings of \$5,441.00

Funds for the above listed expenditures have been budgeted in account #301-5-0620-5450 project #306 0620-53. If you have any further question please don't hesitate to contact my office.

Regular Board of Commissioners

2. p.

Meeting Date: 07/16/2012

Mayor's Appointment and Re-Appointments

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Regular Board of Commissioners

2. q.

Meeting Date: 07/16/2012

MOU PD and DA

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

MOU Police and District Attorney

MEMORANDUM OF UNDERSTANDING

STOP Violence Against Women Grant

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

This MOU covers the period of January 1, 2013 to December 31, 2013. Pursuant to this agreement each party shall perform in like manner according to the requirements listed below.

Shawnee Police Department shall:

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

District Attorney's Office shall:

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

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

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

Brian McDougal, City Manager

ATTEST:

Phyllis Loftis, CMC, City Clerk

District Attorney

Date

Regular Board of Commissioners

2. r.

Meeting Date: 07/16/2012

Library Furniture

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

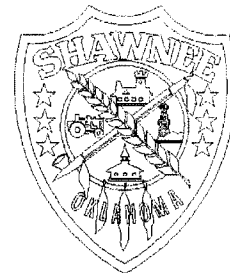
Accept recommendation for purchase of library furniture at a state contract price of \$59,000.00 with the library donating \$9,000.00 toward the purchase price.

Attachments

Library Furniture

City of Shawnee Memorandum

To: Mayor and City Commissioners
CC: Brian McDougal, City Manager
From: James Bryce, Director of Operations
Date: 07/12/2012
Re: Library Furniture



Staff requests permission to purchase new furniture for the Shawnee Library off of the State Contract bid and accept a gift in the amount of \$9,000.00 from the Pioneer Library System to go toward the purchase.

The estimated cost of the furniture is \$59,000.00 which the City of Shawnee has budgeted \$50,000.00.

The furniture in the Library is original equipment that has been there since the Library was built and is in poor condition.

Shawnee Public Library--Furniture Budget Request

7/12/2012

LKL, klb

Item	Description/Purpose	Est \$/unit	# Needed	Total
Keilhauer Dalmeny lounge chairs with various fabrics & vinyl (this is the chair in the staff lounge at SOKC)	Floor Seating areas	\$2,063.13	4	\$8,252.52
Allermuir A643, Z. "Diefenthaler", (these are the orange patterned chairs in SOCK)	Floor Seating areas	\$1,250	4	\$5,000.00
Stylex, Paz Lounge Chair #PZ12-WL05-CH (Guest chairs in Aiden's Office)	Floor Seating areas	\$701	4	\$2,804.00
Allermuir multipurpose "Kojak" chairs (chairs from Study tables at SOKC)	Study/Table Chair	\$270	44	\$11,880
Herman Miller "Eames" Aluminum study tables	42" diameter plastic laminate w/ edgeband, metal	\$378.40	4	\$1,513.60
Herman Miller "Eames" round maple tables in study rooms (state contract price)	42" Diameter, Plam Vinyl Edge	\$375	3	\$1,125
Herman Miller "Eames" study tables	28.5"H x 36"D x 72"W	\$1,699	2	\$3,398
Herman Miller "Nelson" Side Table	small side table, 28.5" x 21.5", plastic laminate with metal	\$367	4	\$1,468
TMC Plover Stool, Natural Maple Finish *We would prefer to match the stools we already have from TMC "Lorca" style -	Maple Children's Stool, 16" high	\$334	6	\$2,004
TMC Plover Chair, Chidren's Armless Study Chair	Armless with cutout, 16" Height	\$424	8	\$3,392
TMC Plover Table, Children's round maple table	42" diameter, Natural Maple Finish	\$1,417	3	\$4,251
Herman Miller "Aeron" task chairs for staff offices and desks (state contract price)	poly/mesh	\$695	21	\$14,595
TOTAL ESTIMATED REQUEST				\$59,683.12

Note: the 72" Eames Study Tables, highlighted in yellow are not part of the SWOKC Library furnishings, but we have a couple of 74.5" tables to replace, so I pulled these prices on larger study tables from a Herman Miller vendor.

Regular Board of Commissioners

2. s.

Meeting Date: 07/16/2012

RFQ for Municipal Pool

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

RFQ Pool

City of Shawnee Memorandum

To: Mayor and City Commissioners
CC: Brian McDougal, City Manager
From: James Bryce, Director of Operations
Date: 07/12/2012
Re: Pool RFQ



Staff requests permission to advertise for RFQs on the Design and Construction of the Shawnee Municipal Pool.

The attached cost estimate is for an earlier concept drawing that does not include a picnic area or a new bath house, just a remodel of the current facility.



**CITY OF SHAWNEE ESTIMATE OF PROBABLE COST
CONCEPT 2 COST OPINION
Updated 6/14/2012**

ELEMENT	QUANTITY	COST
<u>Site Development</u>		
Perimeter Fence	455 LF x \$29.00	\$13,195
Barrier Fencing	160 LF x \$38.00	\$6,080
Decks and Walkways	3,200 SF x \$6.50	\$20,800
Subtotal		\$40,075
<u>Architecture</u>		
Acid/Chlorine Storage/Vented in Basement.	50 SF x \$120.00	\$6,000
Building Renovations and Roof Addition	Allowance x \$675,000.00	\$675,000
Subtotal		\$681,000
<u>Aquatics</u>		
Pool Renovation Items		
Stainless Steel Gutter	400 LF x \$400.00	\$160,000
Zero Depth Entry (1:20 slope)	1 LS x \$50,000.00	\$50,000
Floor Inlets in New Pool Floor	1 LS x \$4,500.00	\$4,500
Add 1/2 Meter Diving Board	1 LS x \$8,010.00	\$8,010
Add Drop Slide	1 LS x \$64,000.00	\$64,000
Add Climbing Wall	1 LS x \$27,500.00	\$27,500
Install three new ladders	3 ea x \$850.00	\$2,550
Two ADA entry points	2 ea x \$6,900.00	\$13,800
Install automatic fill line	1 ea x \$4,900.00	\$4,900
Install Automatic Chemical Controller	1 ea x \$9,500.00	\$9,500
Provide new lifeguard chairs	6 ea x \$1,375.00	\$8,250
Install new depth marker tiles	20 ea x \$156.00	\$3,120
Play Equipment (Slide, Floatables, Play Structure, Geysers, BB Hoops)	Allowance x \$350,000.00	\$350,000
Spray Pad	Allowance x \$150,000.00	\$150,000
	\$670,000	\$856,130
Subtotal - Estimated Construction Cost		\$1,577,205
State Tax	0% x \$1,577,205.00	\$0
Contractor Markup (Overhead & Profit)	15% x \$1,577,205.00	\$236,581
Contingency	10% x \$1,577,205.00	\$157,721
TOTAL ESTIMATED CONSTRUCTION COST (2012 Dollars)		\$1,971,506

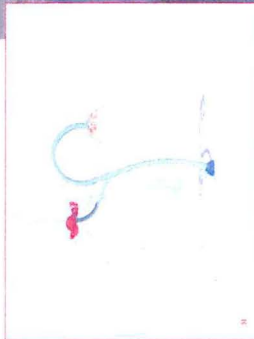
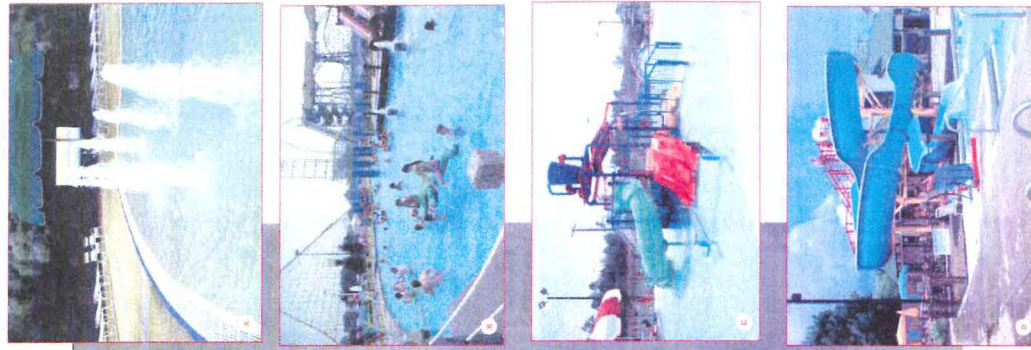
Notes:

1. The numbers above are an update based on "Concept 02" as presented in the "Evaluation of the Municipal Pool in Woodland Park" prepared in September 2008 for the City of Shawnee, OK.
2. The cost opinion above are prepared on the basis of WTI's experience on past project and represent WTI's judgement familiar with the aquatics industry bid pricing at the time these figures were prepared. Actual contractor pricing may differ due to market conditions. The above figures do not include related projects costs such as site development expenses, design and engineering costs, permit fees, contractor general conditions and fees

1 - LEISURE POOL:
SQUARE FOOTAGE: 10,000 SF
VOLUME: 1,000,000 GAL

2 - SPRAY PAD:
SQUARE FOOTAGE: 2,000 SF
VOLUME: 200,000 GAL

- POOL ITEMS:**
- A. 16" X 32" X 48" CHAIR
 - B. 16" X 32" X 48" CHAIR
 - C. 16" X 32" X 48" CHAIR
 - D. 16" X 32" X 48" CHAIR
 - E. 16" X 32" X 48" CHAIR
 - F. 16" X 32" X 48" CHAIR
 - G. 16" X 32" X 48" CHAIR
 - H. 16" X 32" X 48" CHAIR
 - I. 16" X 32" X 48" CHAIR
 - J. 16" X 32" X 48" CHAIR
 - K. 16" X 32" X 48" CHAIR
 - L. 16" X 32" X 48" CHAIR
 - M. 16" X 32" X 48" CHAIR
 - N. 16" X 32" X 48" CHAIR
 - O. 16" X 32" X 48" CHAIR
 - P. 16" X 32" X 48" CHAIR
 - Q. 16" X 32" X 48" CHAIR
 - R. 16" X 32" X 48" CHAIR
 - S. 16" X 32" X 48" CHAIR
 - T. 16" X 32" X 48" CHAIR
 - U. 16" X 32" X 48" CHAIR
 - V. 16" X 32" X 48" CHAIR
 - W. 16" X 32" X 48" CHAIR
 - X. 16" X 32" X 48" CHAIR
 - Y. 16" X 32" X 48" CHAIR
 - Z. 16" X 32" X 48" CHAIR



CITY OF SHAWNEE

CONCEPT 02
SHAWNEE, OK

Project No.: 20032
Date: 06.17.06
Drawn By: APP

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DALLAS, TEXAS 75243
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FAX: 214.343.1001
WWW.WATER-TECH.COM

SCALE: 1" = 10'

Regular Board of Commissioners

4.

Meeting Date: 07/16/2012

CUP P10-12 924 N Harrison

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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 Ciro's Tacos

Attachments

P10-12

Ordinance

RECOMMENDATION TO:

MAYOR

BOARD OF CITY COMMISSIONERS

CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE

PLANNING COMMISSION

SUBJECT:

APPLICANT: Don Ciro's Tacos

FOR: Conditional Use Permit

LOCATION 924 N. Harrison

PROJECT#: 120544 Case# P10-12

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

C-3; Automotive, Commercial & Recreation

REQUESTED CLASSIFICATION:

C-3P: Automotive, Commercial & Recreation with a Conditional Use

Permit to allow for the sale of 3.2 beer on premise consumption

PROPOSED PROPERTY USE:

Restaurant

PLANNING COMMISSION MEETING DATE: July 5, 2012

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 4

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

RESPECTFULLY SUBMITTED,

Linda Burg

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



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

STAFF REPORT
DON CIROS TACOS - 924 N. HARRISON
Case #P10-12

TO: Shawnee Planning Commission

AGENDA: July 5, 2012

RE: Don Ciros Tacos- CUP Request

PROPOSAL

The applicant requests approval of a Conditional Use Permit to allow for on-site consumption of beer within an existing restaurant (Don Ciros Tacos). The subject property is located at 924 N. Harrison St. and is zoned C-3. No modifications to the existing building are proposed.

GENERAL INFORMATION

Applicant	Don Ciros Tacos
Owner	Don Degraffenreid
Site Location/Address	924 Harrison St
Current Site Zoning	C-3
Parcel Size	+/- 10,000 sq. ft. (1,200 sq. ft. building)
Proposed Use	Retain existing restaurant; allow for on-site consumption of beer and alcohol.
Comprehensive Plan Designation	Commercial/Residential
Existing Land Use	Commercial
Surrounding Zoning	North: C-3

	South: C-3 West: R-2 East: C-3
--	--------------------------------------

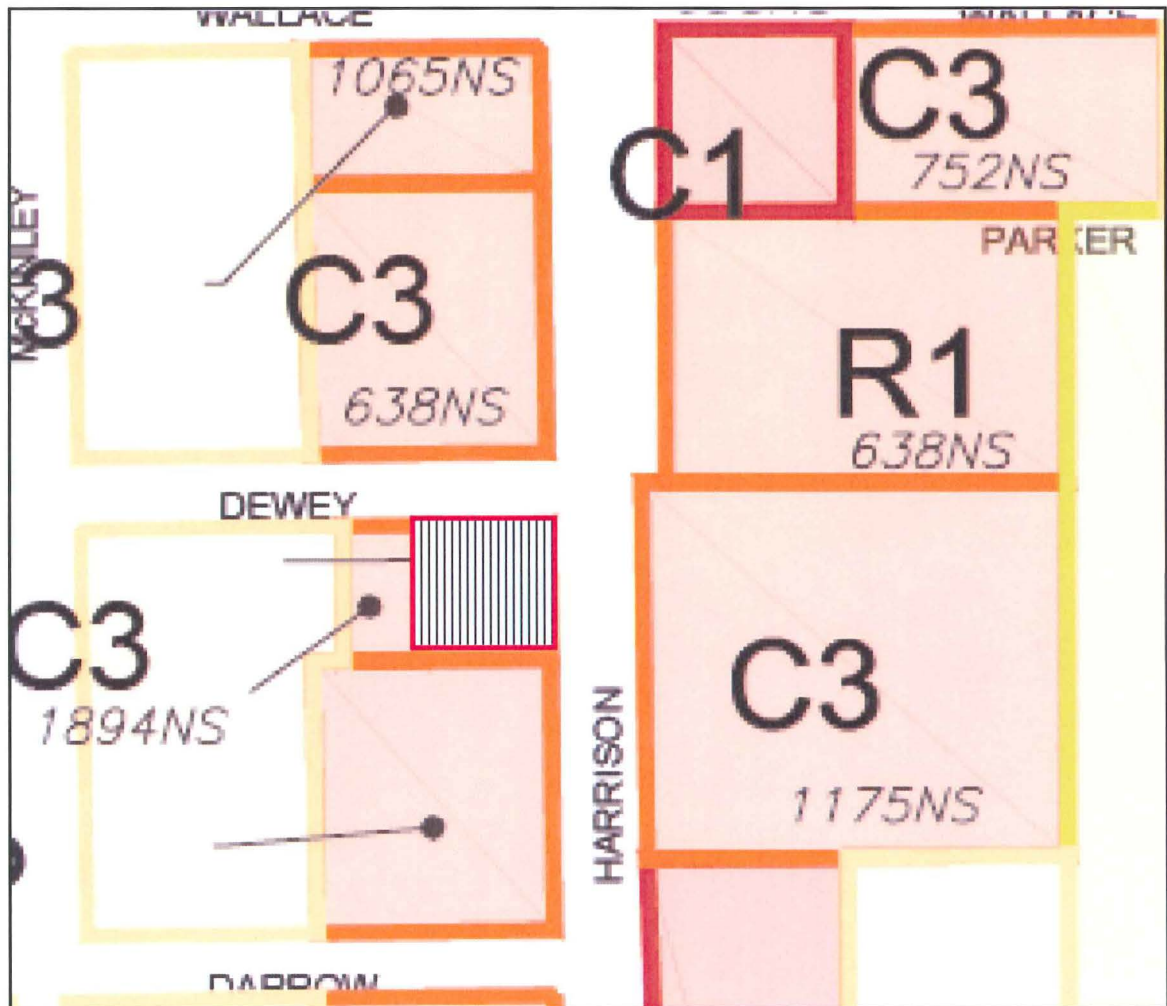


Figure 1: Zoning Map of site – approximate total area outlined in red.



Figure 2: Aerial view of the site – approximate total area outlined in red.

STAFF REVIEW AND ANALYSIS

The property in question was formerly a Boomerang Diner and has been converted to a Mexican restaurant, Don Ciro's Tacos, who is requesting the conditional use permit to allow for beer to be sold for on premise consumption. Section 1401.10.C of the Shawnee Zoning Code states the Planning Commission shall consider the “effect of such proposed building or use upon the character of the neighborhood, traffic congestion, public utilities and other matters pertaining to the general welfare.”

The restaurant site is the former site of another restaurant and meets all of the requirements to operate in such an area. The request to allow beer to be sold for on-premise consumption does not affect the character of the neighborhood, traffic congestion, or public utilities. Because the site has been used as a restaurant in the past, granting a permit to sell beer for on premise consumption would not change the general character of the neighborhood. Allowing the restaurant to serve alcohol is consistent with other conditional use permits that have been approved for restaurants throughout the City and within close proximity of the subject site.

STAFF RECOMMENDATION

Staff recommends **approval** of the requested Conditional Use Permit to allow for the on-premise consumption of beer within an existing commercial (restaurant) establishment located at 924 N. Harrison.

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P10-12

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

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

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.

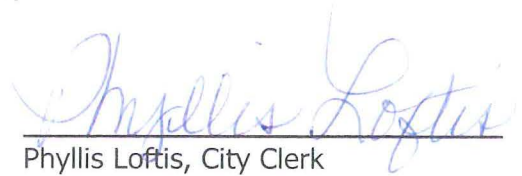
General Location Known As:	<u>924 N. Harrison</u>
Current Zoning Classification:	<u>C-3; Automotive, Commercial & Recreation</u>
Requested Zoning Classification:	<u>C-3P; Automotive, Commercial & Recreation with a</u> <u>Conditional Use Permit to allow for the sale of 3.2</u> <u>beer for on premise consumption.</u>
Proposed Use of Property:	<u>Restaurant</u>
Applicant:	<u>Don Ciros Tacos</u>

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

July 5, 2012	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
July 16, 2012	AT 6:30 P.M.:	CITY OF SHAWNEE CITY COMMISSION

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

Witness my hand this 13th day of June, 2012.



Phyllis Loftis, City Clerk



CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

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

PLANNING COMMISSION APPLICATION
PROJECT NO. 120544 **CASE NO.** P10-12

REQUEST:

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

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

PROPERTY LOCATION (STREET ADDRESS): 924 N. Harrison

LEGAL DESCRIPTION: _____

PROPERTY OWNER (S): Don Degraffenreid

PROPERTY AGENT (APPLICANT): Don Cirios Tacus

APPLICANT'S ADDRESS: 924 N. Harrison

CITY: Shawnee **STATE:** OK **ZIP:** 74801

EMAIL ADDRESS: _____

TELEPHONE NUMBER: (405) 273-0780 **CONTACT NUMBER:** (405) 826-4454

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

CURRENT ZONING: C-3 **CURRENT USE:** Restaurant

PROPOSED ZONING: C-3 P **PROPOSED USE:** Restaurant

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

ISRAEL Carrion

SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 16th day of May, 2012

Karen Quinn

PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 1335042

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

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

PLANNING COMMISSION ACTION: _____ **DATE:** _____

CITY COMMISSION ACTION: _____ **DATE:** _____

PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

-: AFFIDAVIT OF BONDED ABTRACTOR :-

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

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.

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

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

EXECUTED at Shawnee, Oklahoma, this 23rd day of April, 2012.

FIRST AMERICAN TITLE AND TRUST COMPANY

By 
Teresa Southard, Licensed Abstractor #264

Order No. 1692161-SH99

Ownership List

Order No. 1692161-SH99

Date April 23, 2012

Page No. 1

OWNER

BRIEF LEGAL:

Anthony Newton Wall – P.O. Box 1506, Shawnee, OK 74802-1506

½ Interest Lots 1 & 2, Block 3, HARRISON AVENUE ADDITION to Shawnee

K. G. Wall and K. E. Wall Revocable Family Trust – 9 Dustin Circle, Shawnee, OK 74804

½ Interest Lots 1 & 2, Block 3, HARRISON AVENUE ADDITION to Shawnee

Jeannie Fleeman Grat #1 – 803 SE Plaza Avenue, Suite 5, Bentonville, AR 72712

Lots 3 thru 5, Block 3, HARRISON AVENUE ADDITION to Shawnee & N/2 Vacated Parker Street

David J. Barrett and Connie J. Barrett – 18708 Gaddy Road, Shawnee, OK 74801

Lots 6 thru 14, Block 3, HARRISON AVENUE ADDITION to Shawnee & N/2 Vacated Parker Street

LLL Properties, LLC – 1901 N. Kickapoo, Shawnee, OK 74804

Lot 7, Block 6, DEXTER'S 2ND ADDITION to Shawnee

Sac & Fox Housing Authority – 201 N. Harrison, Shawnee, OK 74801

Lots 8 & 10, Block 6, DEXTER'S 2ND ADDITION to Shawnee

Heller-Haslam Enterprises, Inc. – 130 Kingsbury Lane, Shawnee, OK 74801

Lot 9, Block 6, DEXTER'S 2ND ADDITION to Shawnee

Edward L. Ball and Denise R. Ball – 3434 Anthem Way, Suite 118-173, Anthem, AZ 85086

Lot 11, Block 6, DEXTER'S 2ND ADDITION to Shawnee

Joe Mark Cowden and Cheryl Cowden – 1913 N. Oklahoma, Shawnee, OK 74804

Lot 12, Block 6, DEXTER'S 2ND ADDITION to Shawnee

2012 Beller Family Living Trust – 18912 SE 58th, Newalla, OK 74857

Lot 1, Block 7, DEXTER'S 2ND ADDITION to Shawnee

Sara Hood – 903 N. McKinley, Shawnee, OK 74801

Lot 2, Block 7, DEXTER'S 2ND ADDITION to Shawnee

Tammy L. Lapach – 211 E. Severn, Shawnee, OK 74801

Lot 3, Block 7, DEXTER'S 2ND ADDITION to Shawnee

Myrtle Davidson – 907 N. McKinley, Shawnee, OK 74801

Lot 4, Block 7, DEXTER'S 2ND ADDITION to Shawnee

Gary Hobbs – 40 Granada, Shawnee, OK 74804

N 46' Lot 5 & S 4' Lot 6, Block 7, DEXTER'S 2ND ADDITION to Shawnee

Antonio R. Olvera and Sarah N. Olvera – 911 N. McKinley, Shawnee, OK 74801

N 46' Lot 6, Block 7, DEXTER'S 2ND ADDITION to Shawnee

James Taylor and Rose Taylor – 817 E. Dewey, Shawnee, OK 74801

W 31.13' Lots 7 & 8, Block 7, DEXTER'S 2ND ADDITION to Shawnee

Ownership List

Order No. 1692161-SH99

Date April 23, 2012

Page No. 2

OWNER

BRIEF LEGAL:

Shawnee Boom #2 LLC – P.O. Box 3932, Shawnee, OK 74802-3932

E 150' Lots 7 & 8, Block 7, DEXTER'S 2ND ADDITION to Shawnee

Quality Used Cars, LLC – 914 N. Harrison, Shawnee, OK 74801

W 60' Lots 9 thru 12 & E 120' Lots 9 & 10 & E 30' W/2 & W 30' E/2 Lots 11 & 12, Block 7,
DEXTER'S 2ND ADDITION to Shawnee

Dan W. Austin and Thyra A. Austin – 7 Thyra Trail, McCloud, OK 74851

E 60' Lots 11 & 12, Block 7, DEXTER'S 2ND ADDITION to Shawnee...LESS Beg. SE/C Lot 12;
thence W 20'; thence N44°14'00"E 28.28'; thence S 20' to beg.

Charlotte Lane – c/o Ronnie & Melva York – 1715 Hardwood Grove, Tecumseh, OK 74873

Lots 1 & 2, Block 8, DEXTER'S 2ND ADDITION to Shawnee

Arthur C. Wells and Karen S. Wells – 1015 N. McKinley, Shawnee, OK 74801

Lots 3, 4 & W 115' Lot 5, Block 8 & Lot 11, Block 9, DEXTER'S 2ND ADDITION to
Shawnee...LESS 10' X 15' Lot 4

Oklahoma Natural Gas

10' X 15' Lot 4 & 3' X 10' Lots 5 & 6, Block 8, DEXTER'S 2ND ADDITION to Shawnee

Mary E. Addington and Linda Jo Addington – 204 S. Ruth, Shawnee, OK 74801

E 25' Lots 5 & 6 & W 61' Lots 7 & 8, Block 8, DEXTER'S 2ND ADDITION to Shawnee & E 15'
of Allen Adjacent...LESS 3' X 10' to ONG

Rickey Holland Crosby and Norma Katherine Crosby – 18 Imogene, McCloud, OK 74851

W 115' Lot 6, Block 8, DEXTER'S 2ND ADDITION to Shawnee

Dwane L. Walker Trust – 16203 Rock Creek Road, Shawnee, OK 74801

E 121.45' Lots 7 & 8, Block 8, DEXTER'S 2ND ADDITION to Shawnee

Leonard G. Cantrell – 2520 Bradford Court, Shawnee, OK 74804

Lots 9 thru 12, Block 8, DEXTER'S 2ND ADDITION to Shawnee...LESS Beg. NE/C Lot 11;
thence W 100'; thence S 100'; thence E 80'; thence N44°E 28.27'; thence N 80' to beg.

Michael E. Vorndran and Meg M. Vorndran – 1006 N. Harrison, Shawnee, OK 74801

Beg. NE/C Lot 11, Block 8, DEXTER'S 2ND ADDITION to Shawnee; thence W 100'; thence S
100'; thence E 80'; thence N44°E 28.27'; thence N 80' to beg.

Brandon O. Streng – 1006 N. McKinley, Shawnee, OK 74801

S 10' Lot 9 & All Lot 10, Block 9, DEXTER'S 2ND ADDITION to Shawnee

Rick Ponder and Becky Ponder – 1008 N. McKinley, Shawnee, OK 74801

N 40' Lot 9 & S 25' Lot 8, Block 9, DEXTER'S 2ND ADDITION to Shawnee

Kristina A. Bruno – 1002 N. McKinley, Shawnee, OK 74801

Lot 12, Block 9, DEXTER'S 2ND ADDITION to Shawnee

Ownership List

Order No. 1692161-SH99

Date April 23, 2012

Page No. 3

OWNER

BRIEF LEGAL:

Shawnee Board of Realtors – 813 E. Darrow, Shawnee, OK 74801

Beg. 150' W & 60' S SE/C Block 7, DEXTER'S 2ND ADDITION to Shawnee; thence S 109'; thence W 50'; thence N 109'; thence E 50' to beg.

Sparkman Bros., Inc. – HDKS #36, Box 218, Shawnee, OK 74802-0218

Beg. 60' S SE/C Block 7, DEXTER'S 2ND ADDITION to Shawnee; thence W 150'; thence S 109'; thence E 150'; thence N 109' to beg.

Ted Michael Smith and Rhonda Sue Smith – 508 S. Bryan, Shawnee, OK 74801

Beg. 30' N & 33' E SW/C SW/4 NW/4 SW/4 Section 17, Township 10 North, Range 4 East; thence E 330'; thence N 160'; thence W 330'; thence S 160' to beg. F/K/A Elmwood Addition to Shawnee

Jerry Roy Robbins, Angela Michelle Robbins and Michael Jody Robbins – 1001 N. Harrison, Shawnee, OK 74801

Beg. 662½' N SW/C NW/4 SW/4 Section 17, Township 10 North, Range 4 East; thence E 333'; thence S 200'; thence W 333'; thence N between Sections 17 & 18 200' etc.

Retail Buildings, Inc. – c/o Jacobi & Associates – 7030 S. Yale, Suite 107, Tulsa, OK 74136

Beg. SW/C NW/4 SW/4 Section 17, Township 10 North, Range 4 East; thence N 190'; thence E 33' to beg.; thence N 272.5'; thence E 300'; thence N 200'; thence E 30'; thence S 472.5'; thence W 330' to beg.

Skillern Properties, LLC – 1310 E. Independence, Shawnee, OK 74804

Beg. 60' S SW/C Block 7, DEXTER'S 2ND ADDITION to Shawnee; thence S 60'; thence E 150'; thence N 60'; thence W 150' to beg.

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: 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-1 ; NEIGHBORHOOD COMMERCIAL TO C-3P; AUTOMOTIVE, COMMERCIAL & RECREATION DISTRICT WITH CONDITIONAL USE PERMIT; AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing was conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 16th day of July, 2012, upon an application to grant a permissive use permit on property located in the City of Shawnee, Oklahoma to C-3P; Automotive, Commercial & Recreation District with a Conditional Use Permit.

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

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

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

Section 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: 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, be rezoned C-3P; Automotive, Commercial & Recreation District with a Conditional Use Permit, and the official zoning map heretofore adopted is hereby amended as to include said property C-3P; Automotive, Commercial & Recreation District with a Conditional Use Permit.

PASSED AND APPROVED this 16th day of July, 2012.

LINDA PETERSON, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

5.

Meeting Date: 07/16/2012

P11-12 1415 N Union

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

P11-12

RECOMMENDATION TO:

MAYOR

BOARD OF CITY COMMISSIONERS

CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE

PLANNING COMMISSION

SUBJECT:APPLICANT: Jennifer Pelletier-ArmadaFOR: Conditional Use PermitLOCATION: 1415 N UnionPROJECT#: 120579 Case# P11-12LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

R-1

REQUESTED CLASSIFICATION:

PROPOSED PROPERTY USE:

One Operator Beauty Parlor

PLANNING COMMISSION MEETING DATE:

July 5, 2012PLANNING COMMISSION RECOMMENDATION: Approval with 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 1pm 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.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 4

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

RESPECTFULLY SUBMITTED,

Linda Burg

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____

DENIED _____

ORDINANCE NO. _____



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

STAFF REPORT
The Pink Pompadour – 1415 N. Union Ave
Case #P11-12

TO: Shawnee Planning Commission

AGENDA: July 5, 2012

RE: The Pink Pompadour- Conditional Use Request

PROPOSAL

The applicant requests approval of a Conditional Use Permit to allow for a home-based beauty parlor. The subject property is located at 1415 N. Union Ave. and is zoned R-1. No modifications to the existing building are proposed.

GENERAL INFORMATION

Applicant	The Pink Pompadour- Jennifer Pelletier-Armanda
Owner	Jennifer Pelletier-Armanda
Site Location/Address	1415 N. Union Ave.
Current Site Zoning	R-1
Parcel Size	12,325 square feet (house: ~2,500 sq. ft.)
Proposed Use	Allow for a beauty parlor in a residential district as an Accessory Use (home occupation)
Comprehensive Plan Designation	Residential
Existing Land Use	Residential
Surrounding Zoning	North: R-1 South: R-1

	West: R-1 East: R-1
--	------------------------

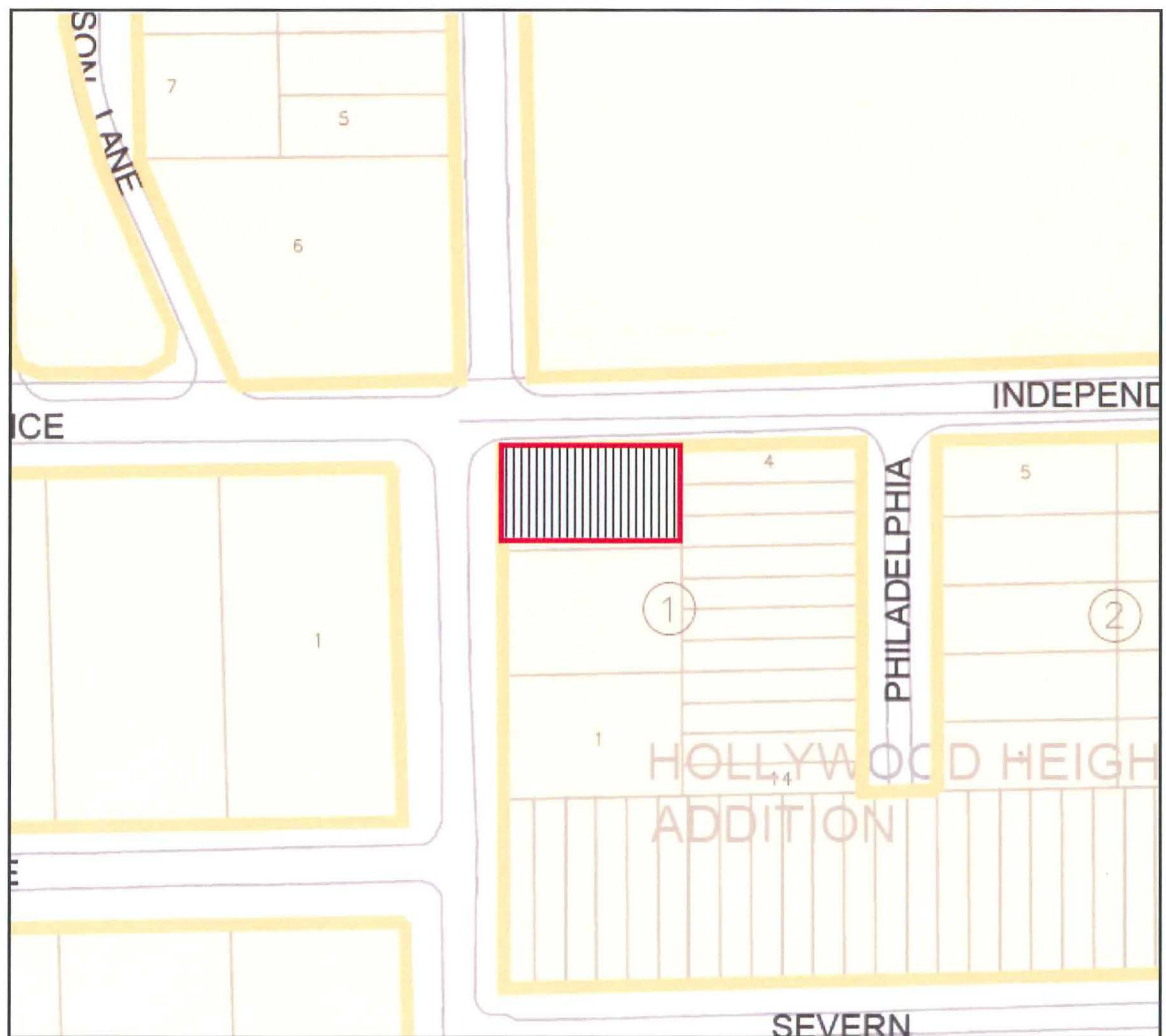


Figure 1: Zoning Map of site – approximate total area outlined in red.



Figure 2: Aerial view of the site- approximate total area outlined in red.

STAFF REVIEW AND ANALYSIS

Home based businesses such as a one chair beauty salon are permitted under the zoning code. The City of Shawnee Zoning codes states in 901.21 that “An accessory beauty salon shall be permitted as a home occupation only if it meets the conditions set forth in subsection 901.20 and the following conditions:

1. That application for such use shall be made to the Planning Commission of the City of Shawnee. That there shall be no more than one (1) operator in such beauty salon and such operator shall be an occupant of the premises.
2. That off-street parking space shall be provided on the premises for at least two (2) automobiles in addition to those of the occupant or occupants.
3. That application must be accompanied by a petition signed by all the owners of property which is situated within 200 of the location of said beauty salon, who consent to the establishing of said shop. Said petition must be signed by owners and premises fronting or butting on both sides of the same street, or streets, on which said shop premises is located and within 200 feet thereof.
4. Said beauty salon shall be incidental and secondary to the use of the dwelling purposes and shall be conducted entirely within a dwelling house.
5. There shall be no display sign other than one non-illuminated name plate not more than two (2) square feet in area attached to the residence building.
6. The City Planning Commission shall hold one (1) or more public hearings thereon.

7. The Planning Commission shall transmit to the City Commission its reports and the recommendation of the Planning commission concerning the matter. Thereupon the City Commission may authorize or deny the use of premises as a beauty salon, to be operated and conducted all as above set forth. That said permitted use of the premises as a beauty salon, if granted shall be a right granted solely to the applicant and said right shall not be transferable from the applicant to any other persons.

The applicant is aware that the code only permits one operator with one chair and that the operator must live on site. The applicant has described the sign that they wish to place on the site, and while the size of the sign is not an issue, the sign must be affixed to the residence building and be a non-illuminated sign.

The requirements for a beauty salon also state that the property owner must notify and obtain the signature of all property owners within 200 feet of the proposed site. The applicant does have several of the signatures, however, staff believes that some signatures within that 200 feet radius were not obtained and has received one call from a property owner within that radius who was not contacted and only received notice when they contacted our office. Staff has provided the Commission with a map showing the 200 foot radius as defined by City's Engineering department (Attachment 1).

In regards to parking, staff does have some major concerns with both the location of the driveways, the number of parking spaces and the location of those spaces. The existing driveways on the site are located near the intersection of heavily traveled Independence Street and Union Street. The photos below show the how close the driveways are to the four-way stop. While the location of the driveways may be sufficient to serve a single family residence, Staff feels they could become dangerous should a business operate out of the residence. With the high traffic counts on Independence, it could be difficult for clients to enter and exit the site without long wait times.

Staff notes, that while making a site visit and attempting to turn left on Independence from Philadelphia (roughly 200 feet to the East of the site) at 3:45 pm, it took approximately five minutes to reenter traffic due to traffic traveling from west Harrison Street. During peak traffic hours, it could be difficult for clients to enter or exit the site, especially if they are forced to back out of the drives since there are no areas to turn around on the property. According to the Engineering Department, average daily traffic counts between Harrison and Kickapoo on Independence average between 9,000 and 11,000 vehicles per day.

Staff also has concerns with the parking in general. Because of the location of the property, on-street parking is not permitted at the site and there is no on-street parking permitted within at least a 200' radius. The applicant has noted parking spaces on the current driveways and has parking between the current driveways. However, the delineated parking areas are located within the right of way and cannot be counted. Since parking is not permitted in the right of way, the applicant would not be permitted to utilized this area for parking as proposed. In addition, Staff feels the additional

construction of parking in a front yard would take away from the current residential character of the neighborhood.

According to the Zoning Regulations in 1401.10.c, the Planning Commission is tasked with considering the following in regards to Conditional Use Permits, “the effect of such proposed building or use upon the character of the neighborhood, traffic congestion, public utilities and other matters pertaining to the general welfare” of the community. By using this criteria, Staff does not recommend allowing a beauty salon at this location due to traffic congestion and other parking issues.

STAFF RECOMMENDATION

Staff recommends **denial** of the requested Conditional Use Permit to allow for a beauty salon to be operated on the property due to safety issues that would arise both to customers and the public in general. Currently, patrons would have to back out of the proposed parking areas into the street. In addition, proposed parking is within the right-of-way, which is not permitted and is especially a concern at intersections. The approval of said Conditional Use Permit would change the character of the neighborhood.

Should the Commission wish to approve the Conditional Use Permit, Staff recommends the following conditions be placed on the property.

1. The signage for the business must following 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 10am to 7pm.
3. The operator must be a resident of the home.
4. Only one chair is permitted.
5. Parking must be off street parking and a turnaround must be provided so vehicles are not backing into the public street(s).

Attachments

1. Photos
2. Map-1-Aerial of Site

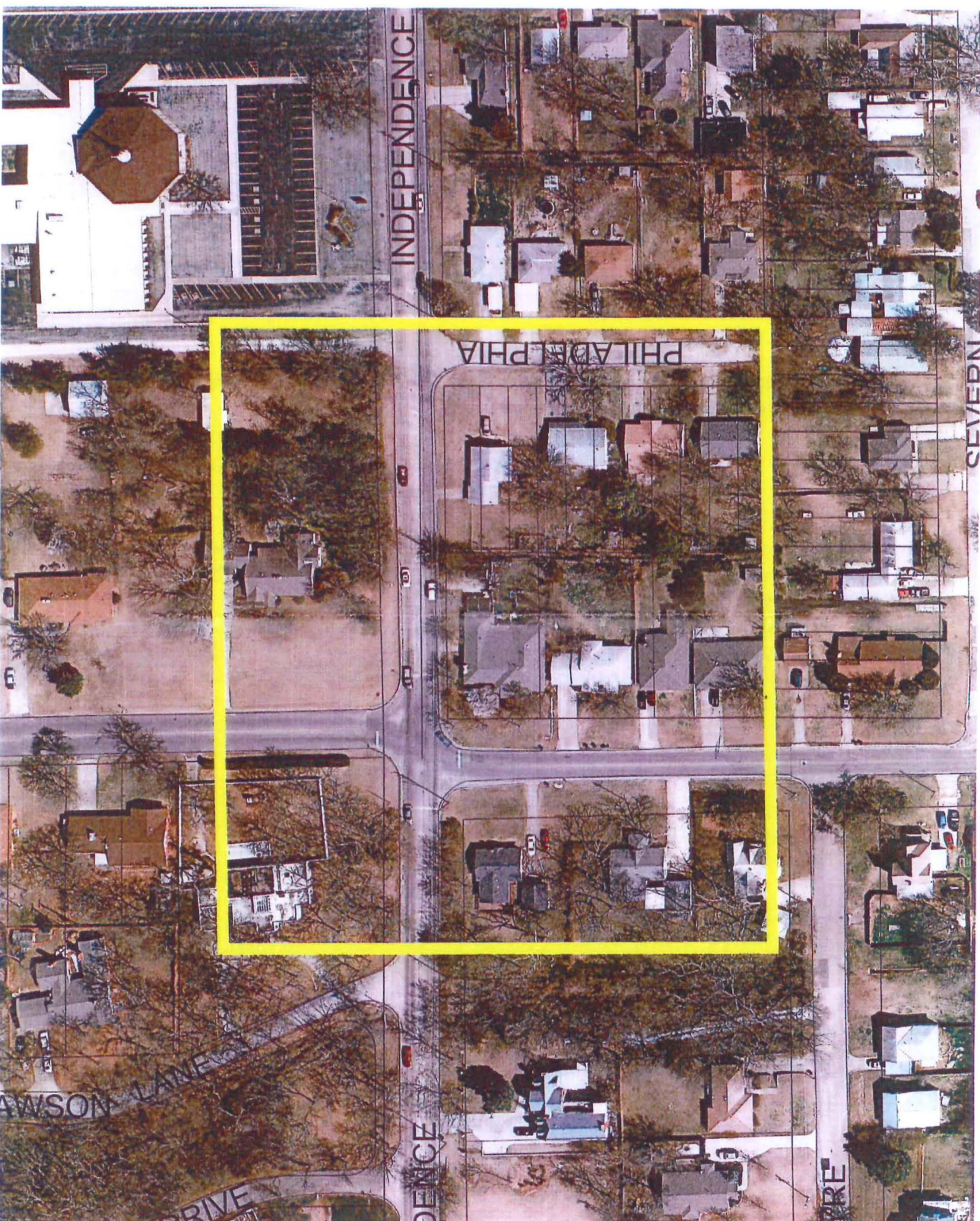




Photo 1: Corner of Independence and Union facing East



Photo 2: Corner of Independence and Union facing West.



Photo 3: Standing near the corner of Independence and North Union facing East.



Photo 4: Standing from second drive, looking East with Independence on the left.

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE # P11-12

Notice is hereby given that the Planning Commission of the City of Shawnee, Oklahoma, will conduct a public hearing on an application to operate a One-Operator Beauty Parlor within the City of Shawnee City Limits.

Lot Three (3), Block One (1), HOLLYWOOD HEIGHTS ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma according to the recorded plat thereof.

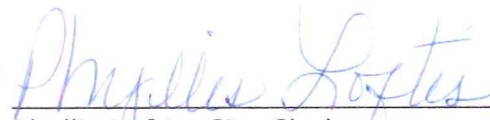
The public hearings will be held in the City Commission Chambers in City Hall, Shawnee, Oklahoma, on the following dates:

July 5, 2012	at 1:30 p.m.:	CITY OF SHAWNEE PLANNING COMMISSION
July 16, 2012	at 6:30 p.m.:	CITY OF SHAWNEE CITY COMMISSION

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

Witness my hand this 13th day of June, 2012.





Phyllis Loftis, City Clerk

Application of: Jennifer Pelletier
Location: 1415 N. Union

Jennifer Pelletier - Armada
dba The Pink Pompadour
P11-12 # 120579

TO: City Planning Commission
City of Shawnee, Oklahoma

I hereby make an application for permission to operate a **(One-Operator) Beauty Parlor** in my home at the address set out below in accordance with the provisions contained in City of Shawnee Ordinance No. 128NS and hereby certify that to the best of knowledge the information set out below is true and correct.

BEAUTY PARLOR APPLICATION

LOCATION (NUMBER & STREET): 1415 N. UNION AVE

LEGAL DESCRIPTION: LOT(S) _____ BLOCK _____ ADDITION _____

WILL OPERATOR RESIDE AT ABOVE ADDRESS?: (YES)/NO

DESCRIBE LOCATION OF PARLOR IN THE DWELLING: NORTHWEST CORNER

NUMBER OF OPERATORS: 1 **NUMBER OF OFF STREET PARKING SPACES:** UP TO 4

DESCRIBE DISPLAY SIGN TO BE ERECTED (TYPE, SIZE, LOCATION, ETC.): 11" x 14" movable

Do you have a petition consenting to the establishment of the beauty parlor containing the signatures of **ALL** the **HOMEOWNERS** (RENTERS ARE EXCLUDED) of each property that is within **200** feet of the location of said beauty parlor? (YES)/NO

Jeni Armada
APPLICANT'S SIGNATURE

(FOR OFFICE USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway this 25th day of May, 20 12. A.M./P.M.

Karen Drain
Planning Commission Secretary Signature

FEE: \$25.00
DATE: 5/25/12

PLANNING COMMISSION SCHEDULE:

HEARING DATE _____
NEWSPAPER NOTICE _____
PROPERTY POSTED _____

CITY COMMISSION SCHEDULE:

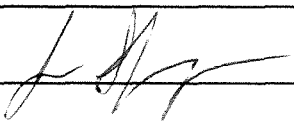
HEARING DATE _____
NEWSPAPER NOTICE _____
PROPERTY POSTED _____

4

**HOMEOWNERS OF PROPERTY
IN PROPOSED DISTRICT
DESCRIBED IN THIS PETITION**

PURPOSE OF PETITION: We, the undersigned owners of the property, set out opposite our name hereby consent to this establishment of a beauty parlor to be conducted in the residence located at 1415 N Union Street, Shawnee, Oklahoma.

DISTRICT EFFECTED: Property situated within 200 feet of the location of said beauty parlor including premises fronting on both sides of the same street on which said parlor premises is located and within 200 feet thereof.

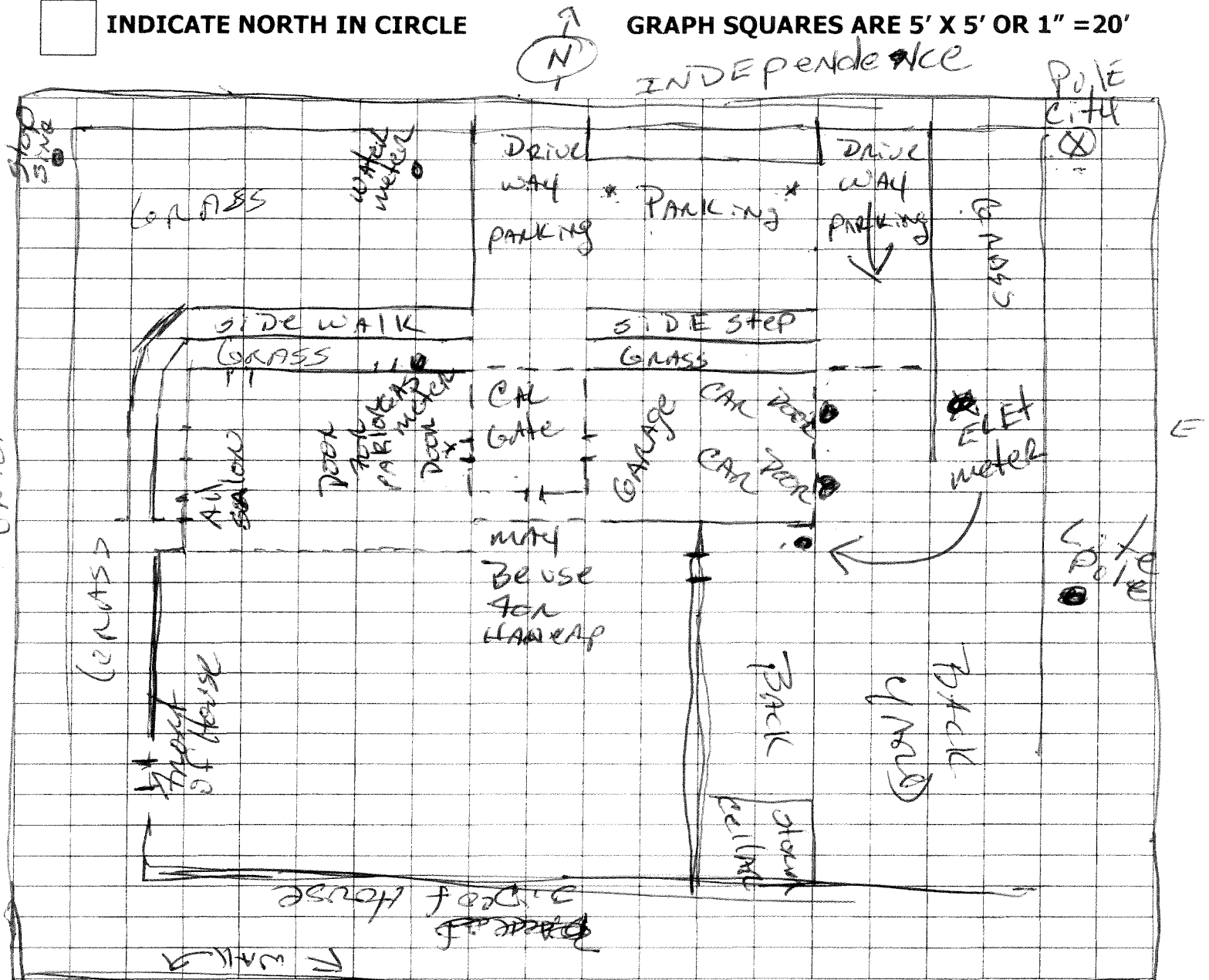
PROPERTY OWNER (Individuals Only) (PRINT)	PROPERTY OWNER SIGNATURE	MAILING ADDRESS	LEGAL DESCRIPTION
1. Kenneth L Anderson		111 E Independence	
2. Wylenea Anderson		111 E Independence	
3. FANNIE J. BLACKSTONE		1413 N Union	
4. Tom Claybrook	Tom Claybrook	1501 N Union	
5. Jason Sharp			
6. Jason Sharp		1414 N Philadelphia	
7.			
8.			
9. Michelle Martin		1428 Union	DID NOT
10. moved		1406 Union	not at home answer
		House empty	
11.			
12.			
13.			
14.			
15.			

THIS FORM NEED NOT BE USED WHEN PLOT PLANS DRAWN TO SCALE OF NOT LESS THAN 1"=20' ARE FILED WITH PERMIT APPLICATION. (EACH BUILDING SITE MUST HAVE A SEPARATE PLOT PLAN.)

FOR NEW BUILDINGS PROVIDE THE FOLLOWING INFORMATION IN THE SPACE BELOW: LOCATION OF PROPOSED CONSTRUCTION AND EXISTING IMPROVEMENTS. SHOW BUILDING SITE, SETBACK DIMENSIONS, EASEMENTS, AND LOCATION OF WATER, SEWER, GAS AND ELECTRICAL SERVICES.

INDICATE NORTH IN CIRCLE

GRAPH SQUARES ARE 5' X 5' OR 1" = 20'



I/We certify that the proposed construction will conform to the dimensions and uses shown above and that no changes will be made without first obtaining approval.

JOAN PELLEGRINI ARMADA
 PRINT NAME(S) OF OWNER(S) OF SITE & STURCTURE(S)
 Jennifer E. Pellegrini Armada

[Signature]
 SIGNATURE OF OWNER(S) OR AUTHORIZED AGENT
 Jennifer E. Pellegrini Armada

NO ADD ON'S to property

Regular Board of Commissioners

6.

Meeting Date: 07/16/2012

P12-12 4030 N Kickapoo

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

P12-12

Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: O'Reilly Automotive Stores, Inc.
FOR: Rezone
LOCATION: 4030 N Kickapoo
PROJECT#: 120632 Case# P12-12

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: R-1; Single Family Residential
REQUESTED CLASSIFICATION: C-3; Automotive, Commercial & Recreation
PROPOSED PROPERTY USE: Retail Auto Parts

PLANNING COMMISSION MEETING DATE: July 5, 2012

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 4

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

RESPECTFULLY SUBMITTED,

Linda Burg

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



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

STAFF REPORT
REZONE REQUEST
Case #P12-12

TO: Shawnee Planning Commission

AGENDA: July 5, 2012

RE: CASE #P12-12; 4030 N. Kickapoo – O'Reilly Automotive

PROPOSAL

The applicant is requesting to rezone property located at 4030 N. Kickapoo from R-1- Single Family Residential to C-3- Automotive, Commercial & Recreation. The applicant wishes to facilitate retail/commercial development on the property by building an O'Reilly Automotive Store. The size of the lot is 31,500 square feet and there is one existing residential structure on the lot which will be removed.

GENERAL INFORMATION

Applicant	O'Reilly Automotive Stores, Inc.
Owners	Jack Romine, Sr. and Tamara R. Romine
Site Location/Address	4030 N. Kickapoo <i>See Figure 1</i>
Current Site Zoning	R-1- Single Family Residential
Parcel Size	31,500 sq. ft.
Proposed Use	Commercial Use
Comprehensive Plan Designation	Commercial/Residential
Existing Land Use	Residential
Surrounding Proposed Land Use	<u>North</u> : Commercial <u>South</u> : Commercial/Residential <u>West</u> : Residential <u>East</u> : Residential

Surrounding Zoning	<u>North:</u> C-1 <u>South:</u> R-1 <u>West:</u> R-1 <u>East:</u> C3P and R-1
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STAFF ANALYSIS AND FINDINGS

This property at 4030 N. Kickapoo is currently zoned R-1. The request before the Commission is to change the zoning from R-1 to C-3. The future use of the site is commercial and the applicant proposes the construction of an O'Reilly's Automotive store. The applicant has submitted a preliminary site plan of the property showing the location of the building and the proposed parking.

The application meets all of the requirements for a zone change, and it is in Staff's opinion that the proposed change does conform to the Comprehensive Plan (Figure 2), which recommends that the area be used for Commercial uses.

Staff does have some concern as this area of Kickapoo transitions from residential in character to a commercial district. In particular, the close proximity of the store to residences highlights the need to ensure that the project design, lighting, screening and other considerations are taken into account. To address some of those concerns regarding the façade of the building, O'Reilly's has proposed not using full corrugated metal siding that is typical on the front of some structures and has proposed fiber cement blocks to be complimented by red siding for the center of the store (see Attachments). In addition, they will have to adhere to the code regarding the lighting, which will be oriented away from the residential structures in the West. This is per Section 603.8 of the Zoning Regulations which states, "In addition, the lighting, including any permitted illuminated sign, shall be arranged so that there will be no annoying glare directed ore reflected toward residential buildings in a residential district". The screening of the property is on the proposed site plan, which has the residential and the commercial uses separated with a six foot tall wooden fence on the rear of the property. This complies with Section 603.8 in regard to fencing which states, "Whenever any office district or parking or parking are is established so as to abut the side or rear line of a lot in a residential district, an opaque, ornamental fence, wall or sense evergreen hedge of not less than six (6') feet high shall be constructed and maintained in good condition along side and rear lot lines up to, but not beyond, the abutting residential setback building line".

RECOMMENDATION

Based on the analysis and findings above, Staff recommends **approval** of the applicant's request to rezone the subject property to C-3. The proposal conforms to the Shawnee Comprehensive Plan and the proposed uses are allowable under the proposed zoning. Staff recommends that the Planning Commission forward this recommendation to the City Commission.

Attachments

1. Figure 1-Zoning Map
2. Figure 2-Land Use Map
3. Attachment 1-Façade Drawing

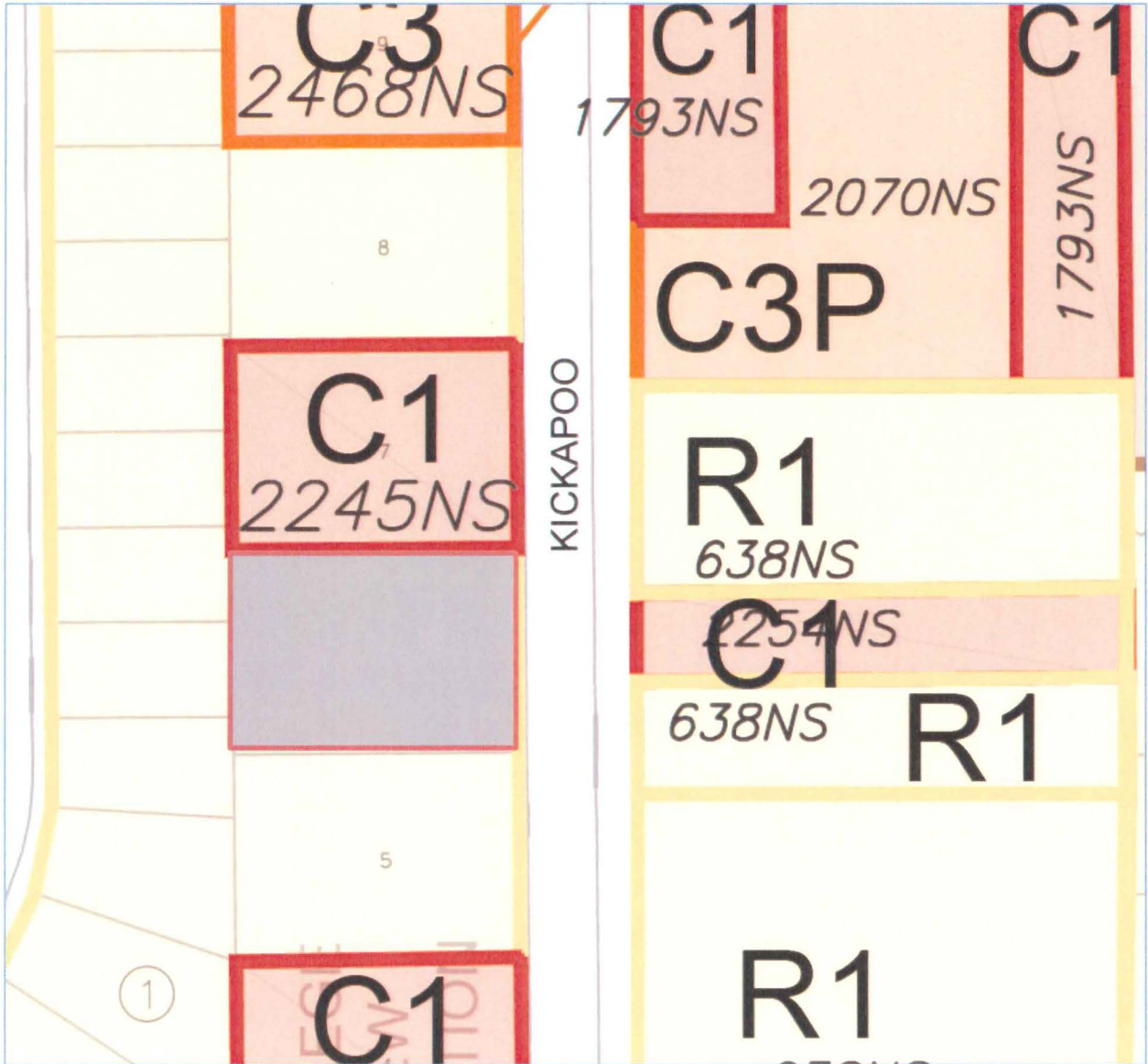


Figure 1: Zoning map, with site outlined in red and filled in gray

FUTURE LAND USE

- Rural Development/Agriculture
- Residential
- Commercial/Residential
- Commercial
- Residential/Public/Commercial
- Public/Commercial
- Public
- Residential/Public
- Industrial/Commercial
- Industrial
- Parks/Open Space
- Right of Way
- Lake
- Shawnee City Limits
- Planning Area

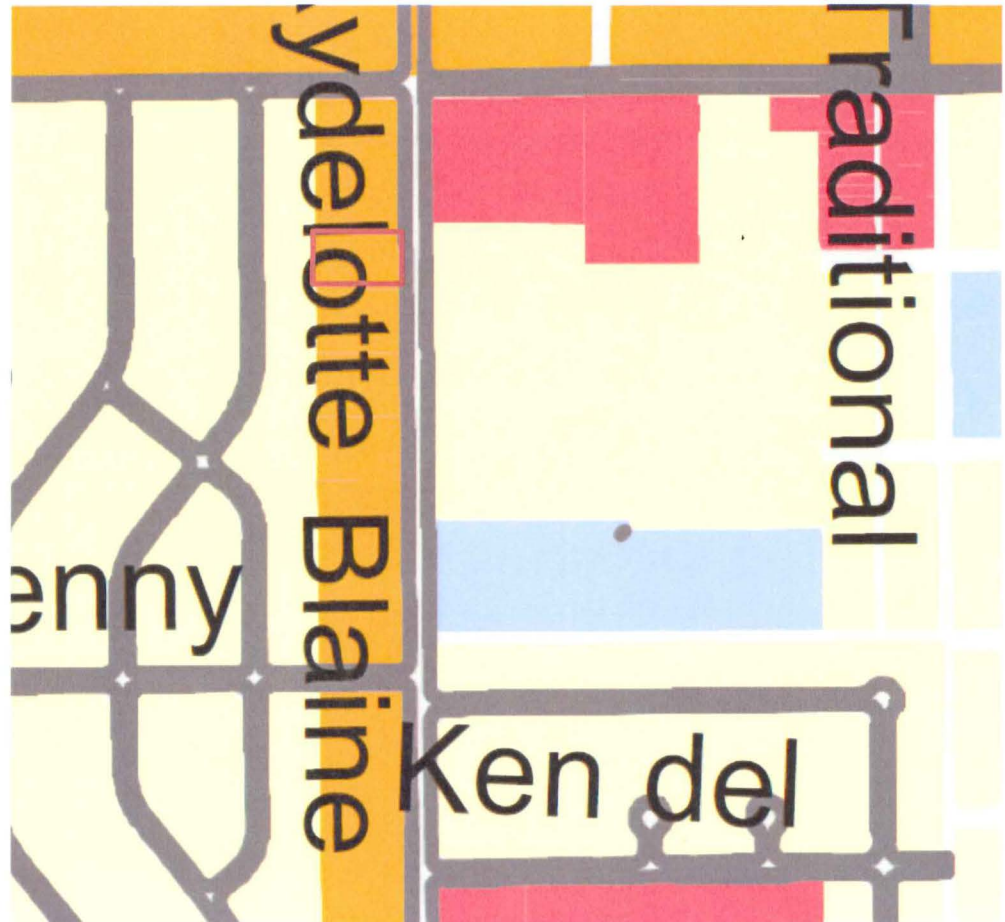
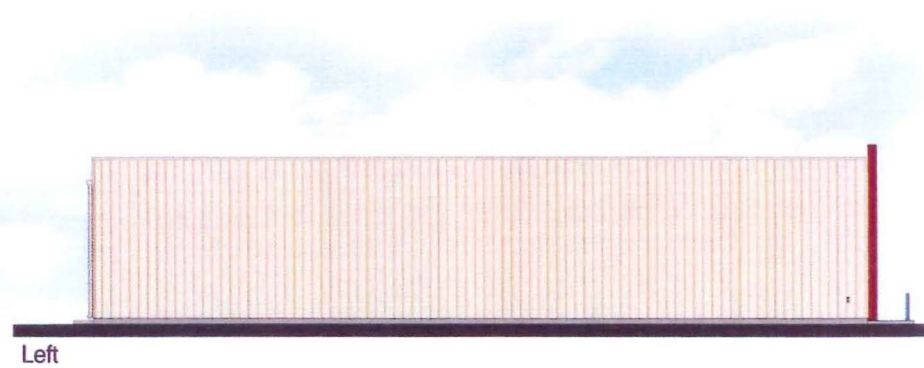
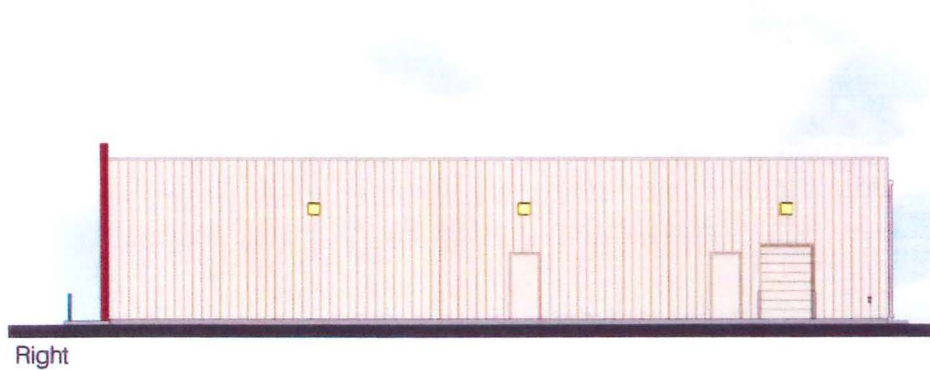
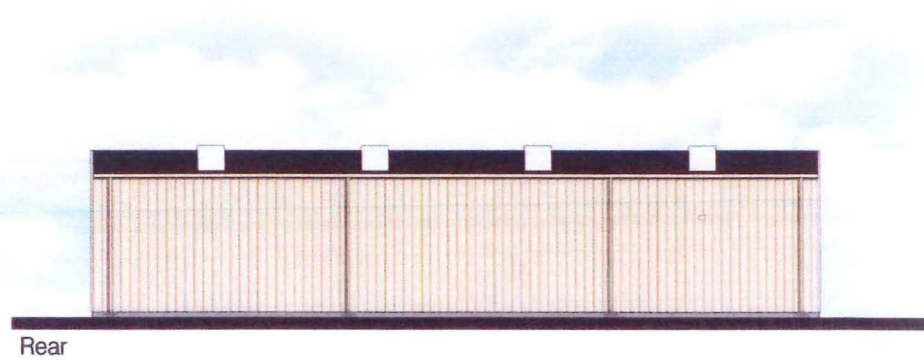


Figure 2: Future Land Use Map, with site outlined in red



-  Almond metal panels by Unaclad
-  SW Custom Mix "O'Reilly Red"
-  Nichiha Shale Brown Brick - Fiber Cement



4030 N. Kickapoo
Shawnee, OK

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P12-12

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

The property requesting rezoning is described as follows:

Lot Six (6), Block Two (2), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

General Location Known As:	<u>4030 N. Kickapoo</u>
Current Zoning Classification:	<u>R-1; Single Family Residential</u>
Requested Zoning Classification:	<u>C-3; Automotive, Commercial & Recreation</u>
Proposed Use of Property:	<u>Retail Auto Parts</u>
Applicant:	<u>O'Reilly Automotive Stores, Inc.</u>

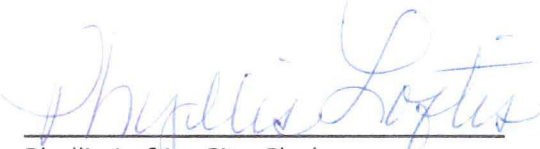
The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

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

July 5, 2012	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
July 16, 2012	AT 6:30 P.M.:	CITY OF SHAWNEE CITY COMMISSION

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

Witness my hand this 13th day of June, 2012.



Phyllis Loftis, City Clerk



CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

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

PLANNING COMMISSION APPLICATION
PROJECT NO. 120632 **CASE NO.** P12-12

REQUEST:

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

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

PROPERTY LOCATION (STREET ADDRESS): 4030 N. Kickapoo

LEGAL DESCRIPTION: Lot 6, Block 2, of College View Additon to Shawnee, OK

PROPERTY OWNER (S): Jack L. Romine, Sr. & Tamara R. Romine

PROPERTY AGENT (APPLICANT): O'Reilly Automotive Stores, Inc.

APPLICANT'S ADDRESS: 233 South Patterson

CITY: Springfield **STATE** MO **ZIP** 65802

EMAIL ADDRESS: dlewis16@oreillyauto.com

TELEPHONE NUMBER: (417) 862-2674 ext8374 **CONTACT NUMBER:** ()

DIMENSIONS OF PROPERTY: AREA 31,500 sq.ft. WIDTH _____
LENGTH 210' FRONTAGE 150'

CURRENT ZONING: R1 Residential **CURRENT USE:** Residential

PROPOSED ZONING: C-3 Commercial **PROPOSED USE:** Retail Auto Parts

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

O'Reilly Automotive Stores, Inc.

By: [Signature]
SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 7 day of, June 2012

[Signature]
PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 01343001

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

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

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

-: AFFIDAVIT OF BONDED ABTRACTOR :-

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

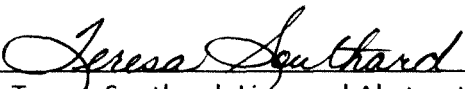
Lot Six (6), Block Two (2), COLLEGE VIEW ADDITION, to the City of Shawnee,
Pottawatomie County, Oklahoma, according to the recorded plat thereof.

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

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

EXECUTED at Shawnee, Oklahoma, this 3rd day of April, 2012.

FIRST AMERICAN TITLE AND TRUST COMPANY

By 
Teresa Southard, Licensed Abstractor #264

Order No. 1684913-SH99

Ownership List

Order No. 1684913-SH99

Date April 3, 2012

Page No. 1

OWNER

BRIEF LEGAL:

William E. Malone and Drexel W. Malone Trust – 4010 N. Kickapoo, Shawnee, OK 74804
Lot 3, Block 2, COLLEGE VIEW ADDITION to Shawnee

Randy D. Edmonson Separate Holdings Trust – 4016 N. Kickapoo, Shawnee, OK 74804
Lot 4, Block 2, COLLEGE VIEW ADDITION to Shawnee

Randy D. Edmonson – P.O. Box 3003, Shawnee, OK 74802-3003
Lot 5, Block 2, COLLEGE VIEW ADDITION to Shawnee

Jack L. Romine, Sr. and Tamara R. Romine – 4030 N. Kickapoo, Shawnee, OK 74804
Lot 6, Block 2, COLLEGE VIEW ADDITION to Shawnee

D & G Properties, LLC – 4400 N. Kickapoo, Shawnee, OK 74804
Lot 7, Block 2, COLLEGE VIEW ADDITION to Shawnee

Cynthia Nguyen, Tony Nguyen, Tuan Nguyen and Non Pham – 4404 Kent Rhoad, Shawnee, OK 74804
Lot 8, Block 2, COLLEGE VIEW ADDITION to Shawnee

Dao D. Nguyen, Cynthia N. Nguyen and Non Thi Pham – 4404 Kent Rhoad, Shawnee, OK 74804
Lot 9, Block 2, COLLEGE VIEW ADDITION to Shawnee...LESS N 40' of W 20'

Marion O. Pinson Trust – 4409 N. Aydelotte, Shawnee, OK 74804
Lot 2 & N 10' Lot 3, Block 1, BISON ADDITION to Shawnee

Lara N. Bailey – 4407 N. Aydelotte, Shawnee, OK 74804
S 60' Lot 3, Block 1, BISON ADDITION to Shawnee

Saundra K. Reed – 4405 N. Aydelotte, Shawnee, OK 74804
Lot 4, Block 1, BISON ADDITION to Shawnee

Bobby A. Brown – 4403 N. Aydelotte, Shawnee, OK 74804
Lot 5, Block 1, BISON ADDITION to Shawnee

Jason Hickox – 4401 N. Aydelotte, Shawnee, OK 74804
Lot 6, Block 1, BISON ADDITION to Shawnee

Bill J. Fleming – 4311 N. Aydelotte, Shawnee, OK 74804
Lot 7, Block 1, BISON ADDITION to Shawnee

Anna L. Bolerjack – P.O. Box 3922, Shawnee, OK 74802-3922
Lot 8, Block 1, BISON ADDITION to Shawnee

Roger B. McMahan and Cormal K. McMahan – 4307 N. Aydelotte, Shawnee, OK 74804
Lot 9, Block 1, BISON ADDITION to Shawnee

William R. Bliss, Rose M. Bliss and Barbara Bliss-Walck – 4305 N. Aydelotte, Shawnee, OK 74804
Lot 10, Block 1, BISON ADDITION to Shawnee

Ownership List

Order No. 1684913-SH99

Date April 3, 2012

Page No. 2

OWNER

BRIEF LEGAL:

Preston L. Adair – 4303 N. Aydelotte, Shawnee, OK 74804-1230

Lot 11, Block 1, BISON ADDITION to Shawnee

Amanda Miner and Hyrum Miner – 4301 N. Aydelotte, Shawnee, OK 74804

Lot 12, Block 1, BISON ADDITION to Shawnee

Kristin Burdine – 4207 Blaine Road, Shawnee, OK 74804

Lot 13, Block 1, BISON ADDITION to Shawnee

Russell Craig Gear and Dianna L. Gear – 4205 Blaine Road, Shawnee, OK 74804

Lot 14, Block 1, BISON ADDITION to Shawnee

Marilyn B. Symons – 4401 N. Chapman, Shawnee, OK 74804

Lot 7, Block 3, BISON ADDITION to Shawnee

Gerard Palmer and Patricia Palmer – 4307 N. Chapman, Shawnee, OK 74804

Lot 8, Block 3, BISON ADDITION to Shawnee

Leah Longest and Matt Longest – 4303 N. Chapman, Shawnee, OK 74804

Lot 9, Block 3, BISON ADDITION to Shawnee

L. L. Wilkins and Yvonna M. Wilkins Trust – 4301 N. Chapman, Shawnee, OK 74804

Lot 10, Block 3, BISON ADDITION to Shawnee

Kenneth G. Craig and Margaret Craig – 4302 N. Aydelotte, Shawnee, OK 74804

Lot 11, Block 3, BISON ADDITION to Shawnee

Mary Kathryn Melton – 4304 N. Aydelotte, Shawnee, OK 74804

Lot 12 & Part Lot 13, Block 3, BISON ADDITION to Shawnee

John T. Blanton and Jean L. Blanton – 5 Concord Boulevard, Shawnee, OK 74804

N 65' Lot 13, Block 3, BISON ADDITION to Shawnee

Norma J. Edgmon – 4308 N. Aydelotte, Shawnee, OK 74804

Lot 14, Block 3, BISON ADDITION to Shawnee

Charles Story and Geraldine Story – 4310 N. Aydelotte, Shawnee, OK 74804

Lot 15, Block 3, BISON ADDITION to Shawnee

Richard B. Garren and Robin R. Garren – 4402 N. Aydelotte, Shawnee, OK 74804

Lot 16, Block 3, BISON ADDITION to Shawnee

Lorene A. Fields – 2 Springbrook Road, Shawnee, OK 74804

Lot 17, Block 3, BISON ADDITION to Shawnee

Charles Greening and Mary Jo Greening – 4406 N. Aydelotte, Shawnee, OK 74804

Lot 18, Block 3, BISON ADDITION to Shawnee

C. Leroy Jones Revocable Trust – 15 Juel Drive, Shawnee, OK 74804

Lot 19, Block 3, BISON ADDITION to Shawnee

Ownership List

Order No. 1684913-SH99

Date April 3, 2012

Page No. 3

OWNER

BRIEF LEGAL:

First State Bank & Trust Co. – P.O. Box 130, Durant, OK 74702-0130

Beg. NW/C NW/4 Section 6, Township 10 North, Range 4 East; thence E 420'; thence S 333'; thence W 420'; thence N 333' to beg....LESS TRACT

Massey Investments Co. – P.O. Box 130, Durant, OK 74702-0130

Beg. 200' S NW/C Section 6, Township 10 North, Range 4 East; thence S 133'; thence E 420'; thence N 333'; thence W 200.54'; thence S 200'; thence W 219.46' to beg.

Charles E. Sales – 4331 N. Kickapoo, Shawnee, OK 74804

Beg. 612' S NW/C Lot 4 (NW/4 NW/4) Section 6, Township 10 North, Range 4 East; thence E 420'; thence N 75'; thence W 420'; thence S 75' to beg.

Jerry E. Ozeretny and Patricia R. Ozeretny, Trustees of Ozeretny Family Trust – 4325 N. Kickapoo, Shawnee, OK 74804

Beg. 690' S NW/C Lot 4 (NW/4 NW/4) of Section 6, Township 10 North, Range 4 East; thence E 420'; thence N 78'; thence W 420'; thence S 78' to beg.

Thomas Lowder and Chi Chi Lowder – P.O. Box 307, Shawnee, OK 74802-0307

Beg. 467' S NW/C Lot 4 (NW/4 NW/4) of Section 6, Township 10 North, Range 4 East; thence S 70'; thence E 420'; thence N 70'; thence W 420' to beg.

Elbert J. Benton and Bette D. Benton – 719 W. Dewey, Shawnee, OK 74801

Beg. 333' S NW/C Lot 4 (NW/4 NW/4) Section 6, Township 10 North, Range 4 East; thence S 134'; thence E 420'; thence N 134'; thence W 420' to beg.

Housing Authority of the Sac and Fox Nation – 201 N. Harrison, Shawnee, OK 74801

Beg. 690' S NW/C Section 6, Township 10 North, Range 4 East; thence E 420'; thence N 690'; thence E 570'; thence S 1056'; thence W 468.9'; thence N21°W 13.72'; thence N88°W 333.31'; thence N 100'; thence W 183'; thence N 244' to beg....LESS PART PLATTED INTO FOUR WINDS ESTATES

Charles Tracy Farley and Richard Frazier Farley – 13306 Musson Road, Shawnee, OK 74804

Beg. 289' N SW/C NW/4 NW/4 Section 6, Township 10 North, Range 4 East; thence E 183'; thence N 100'; thence W 183'; thence S 100' to beg.

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: 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.

WHEREAS, pursuant to notice duly given as required by law, a public hearing was conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 16th day of July, 2012, upon an application rezone property located in the City of Shawnee, Oklahoma to C-3; Automotive, Commercial & Recreation District.

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

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

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

Section 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: Lot Six (6), Block Two (2), COLLEGE VIEW ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, be rezoned C-3; Automotive, Commercial & Recreation District, and the official zoning map heretofore adopted is hereby amended as to include said property C-3; Automotive, Commercial & Recreation District.

PASSED AND APPROVED this 16th day of July, 2012.

LINDA PETERSON, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

7.

Meeting Date: 07/16/2012

Retirement Lump Sum Punneo

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Regular Board of Commissioners

8.

Meeting Date: 07/16/2012

Ordinance Water Rates

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider an ordinance relating to water and sanitary sewer rates.

Attachments

Water and 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	
<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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	
<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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	

July 1, 2011 to October 31, 2012	
<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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	
<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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	
<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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	
<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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	
<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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	
<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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

<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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

COMMERCIAL-INSIDE COMPOUND METER

November 1, 2009 to June 30, 2010

<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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

<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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

<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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	
<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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	
<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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	
<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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	
<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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

<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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

<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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

<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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

<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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

<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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

<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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

<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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

<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
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

<i>Number of Gallons</i>	<i>Monthly Rate Per Thousand Gallons</i>
0 – 1,000	\$ 9.95
1,001 – 4,000	2.75

	July 1, 2010 to June 30, 2011	
<i>Number of Gallons</i>		<i>Monthly Rate Per Thousand Gallons</i>
0 – 1,000		\$ 11.25
1,001 – 4,000		2.80

	July 1, 2011 to October 31, 2012	
<i>Number of Gallons</i>		<i>Monthly Rate Per Thousand Gallons</i>
0 – 1,000		\$ 11.60
1,001 – 4,000		2.75

	November 1, 2012 to October 31, 2013	
<i>Number of Gallons</i>		<i>Monthly Rate Per Thousand Gallons</i>
0 – 1,000		\$ 13.50
1,001 – 4,000		2.90

	July 1, 2013 to June 30, 2014	
<i>Number of Gallons</i>		<i>Monthly Rate Per Thousand Gallons</i>
0 – 1,000		\$ 13.50
1,001 – 4,000		2.90

COMMERCIAL

	November 1, 2009 to June 30, 2010	
<i>Number of Gallons</i>		<i>Monthly Rate Per Thousand Gallons</i>
0 – 1,000		\$ 12.44
1,001 – 4,000		2.75

	July 1, 2010 to June 30, 2011	
<i>Number of Gallons</i>		<i>Monthly Rate Per Thousand Gallons</i>
0 – 1,000		\$ 14.06
1,001 – 4,000		2.80

	July 1, 2011 to October 31, 2012	
<i>Number of Gallons</i>		<i>Monthly Rate Per Thousand Gallons</i>

0 – 1,000	\$	14.50
1,001 – 4,000		2.85

November 1, 2012 to October 31, 2013

<i>Number of Gallons</i>		<i>Monthly Rate Per Thousand Gallons</i>
0 – 1,000	\$	16.88
1,001 – 4,000		2.90

November 1, 2013 to October 31, 2014

<i>Number of Gallons</i>		<i>Monthly Rate Per Thousand Gallons</i>
0 – 1,000	\$	16.68
1,001 – 4,000		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

<i>Number of Gallons</i>		<i>Monthly Rate Per Thousand Gallons</i>
0 – 1,000	\$	14.93
1,001 – 4,000		4.13

July 1, 2010 to June 30, 2011

<i>Number of Gallons</i>		<i>Monthly Rate Per Thousand Gallons</i>
0 – 1,000	\$	16.88
1,001 – 4,000		4.20

July 1, 2011 to October 31, 2012

<i>Number of Gallons</i>		<i>Monthly Rate Per Thousand Gallons</i>
--------------------------	--	--

0 – 1,000	\$	17.40
1,001 – 4,000		4.28

November 1, 2012 to October 31, 2013

Number of Gallons *Monthly Rate Per
Thousand Gallons*

0 – 1,000	\$	20.25
1,001 – 4,000		4.35

November 1, 2013 to October 31, 2014

Number of Gallons *Monthly Rate Per
Thousand Gallons*

0 – 1,000	\$	20.25
1,001 – 4,000		4.35

COMMERCIAL

November 1, 2009 to June 30, 2010

Number of Gallons *Monthly Rate Per
Thousand Gallons*

0 – 1,000	\$	18.66
1,001 – 4,000		4.13

July 1, 2010 to June 30, 2011

Number of Gallons *Monthly Rate Per
Thousand Gallons*

0 – 1,000	\$	21.10
1,001 – 4,000		4.20

July 1, 2011 to October 31, 2012

Number of Gallons *Monthly Rate Per
Thousand Gallons*

0 – 1,000	\$	21.75
1,001 – 4,000		4.28

November 1, 2012 to June 30, 2013

Number of Gallons *Monthly Rate Per
Thousand Gallons*

0 – 1,000	\$	25.31
1,001 – 4,000		4.35

November 1, 2013 to June 30, 2014

Number of Gallons

*Monthly Rate Per
Thousand Gallons*

0 – 1,000
1,001 – 4,000

\$ 25.31
4.35

SECTION 5: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

SECTION 6: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code as Section(s) _____, unless a duplication of numbering would occur, in which case the codifier is authorized to set out the ordinance as it deems appropriate.

SECTION 7: 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 8: 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

(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

9.

Meeting Date: 07/16/2012

Sales Tax Report

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Sales Tax report received July, 2012.

Attachments

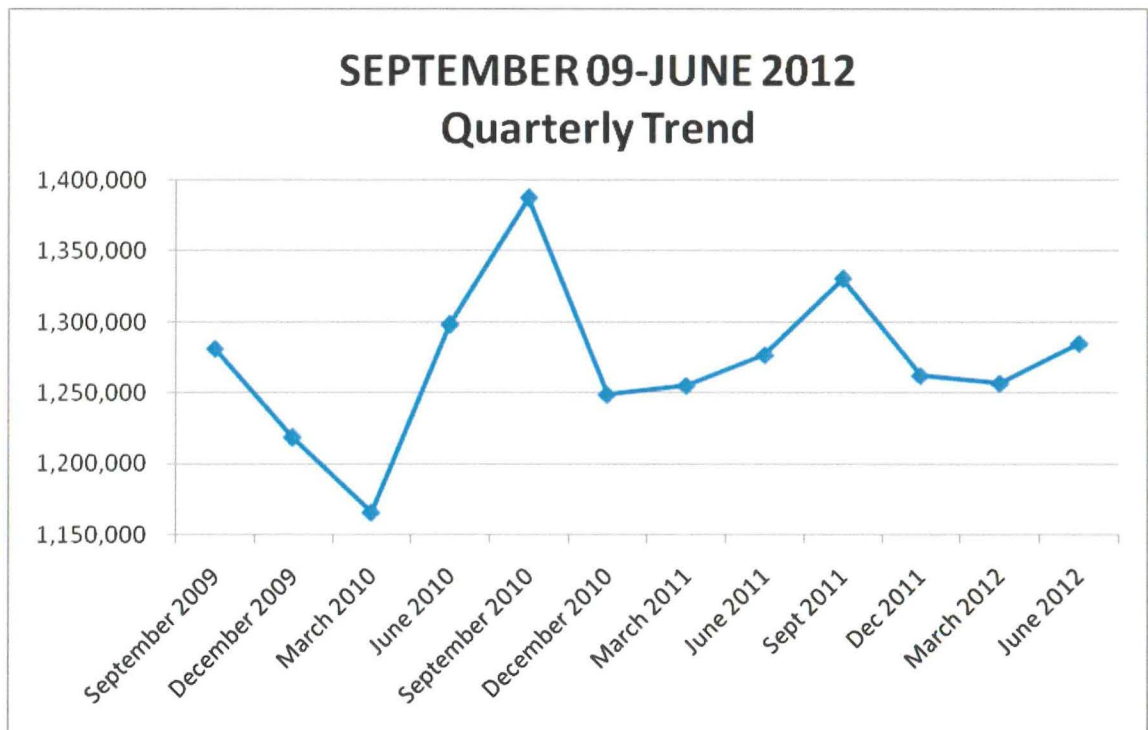
Sales Tax

City of Shawnee Memorandum

To: Mayor and City Commissioners
CC: Brian McDougal, City Manager
From: Cynthia R Sementelli, Finance Director
Date: July 11, 2012
Re: City Sales Tax Report



July Sales Tax receipts were up \$61,090 or 4.49% compared to last year receipts. The July Sales tax amount received plus interest was \$1,422,363 which is up over budget by 1.94% compared to the year to date budget amount. Compared to July figures we were up by \$85,765 or 6.41%.



**CITY OF SHAWNEE
SALES TAX COLLECTIONS
August 2009-July 2012**



—x— August 2009 through July 2010
 —□— August 2010 through July 2011
 —▲— August 2011 through July 2012

	August 2009	August 2010	August 2011	Increase (Decrease)	
	through	through	through	Over Prior Year	
Month	July 2010	July 2011	July 2012	Amount	Percentage
August	1,265,208	1,390,086	1,417,308	27,222	1.96%
Sept	1,281,234	1,389,702	1,330,420	(59,282)	(4.27%)
October	1,281,416	1,386,987	1,309,924	(77,063)	(5.56%)
November	1,130,651	1,235,390	1,289,143	53,754	4.35%
December	1,218,404	1,248,649	1,262,401	13,752	1.10%
January	1,341,370	1,476,824	1,491,647	14,824	1.00%
February	1,372,608	1,448,966	1,624,568	175,602	12.12%
March	1,165,927	1,256,430	1,256,806	376	0.03%
April	1,308,463	1,311,387	1,417,533	106,146	8.09%
May	1,317,167	1,337,029	1,452,759	115,731	8.66%
June	1,298,026	1,276,542	1,284,872	8,330	0.65%
July	1,336,599	1,361,273	1,422,363	61,090	4.49%
Total	13,980,475	14,757,989	15,137,382	379,393	2.57%

Period	Prior Year Actual	Current Year Actual	Increase (Decrease) Over Prior Year	
Fiscal Year to Date	1,361,273	1,422,363	\$61,090	4.49%

Fiscal Year to Date Budget based on last year actual plus 2.5%

Period	Current Year Budget	Current Year Actual	Budget Variance Favorable (Unfavorable)	
Fiscal Year to Date	1,395,305	1,422,363	\$27,058	1.94%

Regular Board of Commissioners

10.

Meeting Date: 07/16/2012

Kickapoo Widening Project Status

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Presentation on status of Kickapoo Street Widening Project.

Regular Board of Commissioners

11.

Meeting Date: 07/16/2012

Financing Projects

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discuss and consider directing staff to begin financing process for budgeted projects.

Regular Board of Commissioners

12.

Meeting Date: 07/16/2012

CVB Trust Indenture

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Presentation and discussion of documents prepared by staff concerning a trust indenture for the CVB.

Attachments

Memo CVB

Draft Trust Indenture



CITY OF SHAWNEE MEMORANDUM

TO: Mayor and City Commissioners
FROM: Mary Ann Karns, City Attorney
Date: July 12, 2012
RE: Convention & Visitor's Bureau Trust Indenture

The Committee asked me to draft a document that would transfer administration of the hotel/motel sales tax to another entity. The attached draft is for discussion purposes, and is neither a recommendation from staff nor has it been discussed by the Committee.

It is a trust authority, just like SMA or SCCDA. It has all the powers of a statutory trust. HOWEVER, that does not mean the dedicated tax could be used for all those purposes. **The dedicated tax would still be restricted to the items set forth in the ordinance adopted by vote of the people.**

There are sections, particularly in Article VII, where language/comments are in bold and underlined. On the whole, these sections have to do with governance, such as how many trustees, whether there would be ex-officio trustees (voting or non-voting), etc. I drafted that language to include some items mentioned by City Commissioners, and should be considered as only place holder language. Another alternative is for the Mayor and City Commission to act as the trustees, with or without some sort of advisory board.

This is the same document I sent to you on June 6, 2012. I received some comment from City Commissioner Harrod, but I have not heard from anyone else.

This is only one option. There are others that you may want to discuss.

MAK/cce

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, the State of Oklahoma, Governmental Agencies, municipalities and private entities, agencies and citizens in making the most efficient use of all of their economic resources and powers in accord with the needs and benefit of the State of Oklahoma and the Beneficiary in order to lessen the burdens on government and to stimulate economic growth and development, specifically including, but not limited to, the power to conduct studies and prepare comprehensive plans relating to the future economic growth and development of the Beneficiary; to inventory the services, facilities and resources of the Beneficiary; to promote, stimulate, encourage and finance the growth and development of the agricultural, commercial, health care and industrial resources of the Beneficiary, all to achieve maximum utilization of the Beneficiary’s human, economic and natural resources and tourist attractions; to otherwise promote the general economic welfare and prosperity of the Beneficiary and to finance any and all programs, utilities, facilities or resources promoting or intending to promote any of the foregoing and, without restriction, in furtherance of the foregoing general objectives, the following specific powers or purposes, to wit:
 - (a) To promote and develop any and all utility and public works projects or facilities of any type or description including, but not limited to, those for water, sewer, electric, solid waste, natural gas, stormwater, or other public utilities of any type or description.
 - (b) 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;
 - (c) To promote, finance, and develop recreational, sports, cultural, tourism, entertainment and communication media projects or facilities including, but not limited to, mass-media broadcasting facilities such as radio, television and cable television equipment and facilities.
 - (d) 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 foregoing 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 perform, on behalf of the Beneficiary, all functions, activities and powers authorized by industrial and economic development statutes as they from time to time exist.
- (6) 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.

- (7) 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 nine (9) 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**

(3) **The remaining Trustees shall be appointed by resolution of the City Commission of the Beneficiary (the “Appointed Trustees”).**

- i. **Two from hotel/motel**
- ii. **One from restaurant**
- iii. **One from attractions (museum, casino, whatever)**
- iv. **One from SCCDA or a horse industry person or Expo Director, or make Expo Director ex officio and still have a horse industry person on Board**
- v. **One appointed from list provided by Chamber**
- vi. **One from public or private education**
- vii. **One at large**
- viii. **Ex Officio: SEDF director, Chamber president, Expo Director, CM rep, maybe**

(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.

6

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]

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.

Notary Public

My commission expires: _____
My commission number: _____

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.

Notary Public

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

13.

Meeting Date: 07/16/2012

Easement to ODOT

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider and approve granting of Easement(s) to the Oklahoma Department of Transportation (ODOT) for the reconstruction and widening of SH102.

Attachments

Easement to ODOT SH102



GENERAL OFFICES

P.O. BOX 35666
TULSA, OKLAHOMA
918/494-7600 or 800/447-9191
FAX: 918/494-7650
WWW.UFSRW.COM

RECEIVED

JUN 22 2012

C. GIBSON

OFFER LETTER PACKAGE

Date: June 18, 2012

City of Shawnee
16 West 9th Street
Shawnee, OK 74801

RE: Job Piece 21788(05), Project SSP-163C(165)SS; Pottawatomie County
Parcel 51,51.1,51.2,52, 52.1,52.2,53

Dear Sirs

The above mentioned project represents improvements for the Oklahoma Department of Transportation (ODOT), highway widening, resurface & bridge work in Pottawatomie County, Oklahoma. Our company, Universal Field Services, is engaged in acquiring the right-of-way necessary for the completion of this project. Property of which you are the owner of record is being affected and therefore an offer letter packet is enclosed.

Enclosed please find documents defining the States offer as follows:

Property Rights Brochure giving general information regarding transactions in which the Oklahoma Department of Transportation (ODOT) is acquiring private property for public use. Please read and contact me with any questions.

Right-of-Way Plans Plan's which show your parcel 51, 52, 53 [highlighted in red]. The area highlighted in blue is depicting the present right-of-way and property line. The area's which shows your parcel 51.1,51.2,52.1,52.2 [highlighted in green] depicts the utility and temporary construction easements. There is one sheet covering your parcel (sheet no. 6&7) appropriately marked, dated & initialed; "Preliminary, Subject to Revision" and this Document Released "For Right-of-Way Negotiations Purposes Only".

Donation Certificate Should you decide to donate the property, please complete this form. If you do not wish to donate, please complete the box in the lower right corner.

Offer Letter signed by Robert Blackwell, Manager, Oklahoma Department of Transportation (ODOT) Acquisition Branch, stating that the offer to acquire land is \$13,300.00 of which \$7,975.00 is for damages.

Summary Statement of Just Compensation documenting land to be acquired by highway easement (0.71 acres) improvements purchased and any damages. There are NO improvements being acquired. Damages are as follows: Parcel 51.1 is a 0.21 acres utility easement Parcel 52.1 is a 0.04 acres utility easement and Parcel 52.2 is a 0.04 acre temporary construction easement and Parcel 53.2 is a 0.51 acre temporary construction easement. Owner paid to replace landscape feature, relocate sign any and all damages.

Highway Easements (51,52,53) conveying the required parcel of land to Oklahoma Department of Transportation (ODOT) of the State of Oklahoma. Once an agreement is made, I will prepare this document for signature.

COORDINATED LAND & RIGHT OF WAY SERVICES SINCE 1958



GENERAL OFFICES

P.O. BOX 35666
TULSA, OKLAHOMA
918/494-7600 or 800/447-9191
FAX: 918/494-7650
WWW.UFSRW.COM

Offer Package
Page 2

Utility Easement (P51.1, 52.1) is an easement which gives a utility the right to use and access a specific area of a property. The area covered by the easement is usually clearly defined in the text of the easement, and the easement is attached to the property deed so that it will persist even when the property is transferred or sold. Once an agreement is made, I will prepare the necessary correct documents for signature.

Temporary Construction Easement (P51.2, 52.2) conveying the required parcel for a work area. Once an agreement is made, I will prepare the necessary correct documents for signature.

Plot Plan [copy] (51,51.1,51.2,52,52.1,52.2,53) A Plot map which shows your parcel 51,52,53 [highlighted in red]. The area highlighted in blue is depicting the present right-of-way and property line. The area's which shows your parcel 51.1,51.2,52.1,52.2 [highlighted in green] depicts the utility and temporary construction easements.

Legal Right of Entry/Owner Consent Form Please sign this form if you agree to give the ODOT the right to proceed with the project during the negotiation period.

R/W REL-Form 5- Improvement Survey Questionnaire Please complete this form to the best of your knowledge and mail back in the envelope provided addressed to Universal Field Services, Inc.

R/W ACQ-Form 230- Hazardous Materials Disclosure Please complete this form to the best of your knowledge and mail back in the envelope provided addressed to Universal Field Services, Inc.

W-9 Form This form must be completed in order to receive payments.

Signatory Identification Form Please provide the necessary documents as they relate to your ownership or authority.

Receipt of Acknowledgment Form Please complete this form and mail back in the envelope provided addressed to Universal Field Services, Inc.

Business Reply Mail Envelope Provided for your convenience to mail back requested documents with no postage necessary.

Instructions for Title VI Compliance Form Please fill this form out and mail back to Oklahoma Department of Transportation with their provided envelope at your leisure.

As mentioned in the Property Rights brochure, should you decide to accept the offer, the process does not involve a formal closing.

Please contact me toll free at 1-800-447-9191 or 918-494-7600 to go over the offer and address any questions or concerns that you might have. I have also enclosed my business card for your convenience.

Again, thank you for your time and cooperation in this matter.

Sincerely,


Sasha Jbara, Acquisition Agent

COORDINATED LAND & RIGHT OF WAY SERVICES SINCE 1958



OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 N. E. 21st Street

Oklahoma City, OK 73105-3204

City Of Shawnee, Oklahoma, a Municipal Corporation

Project: 21788(05), SSP-163C(166)SS, SSP-163C(165)SS, Pottawatomie County,
Parcel 51, 51.1, 51.2, 52, 52.1, 52.2, 53, 53.1, 53.2

On January 6, 2018, the Department of Transportation made an offer to purchase your property. A review of the appraisal has been made and the offer to buy right-of-way from you in the name of the State of Oklahoma has been revised. Our revised offer is as follows:

To buy land, the offer is \$13,300.00.

Of the above amount, \$ 7,975.00 is for damages.

The above offer is the amount the Department arrived at after having your property appraised to find its fair market value and then considering damages, if any, which will result to the remaining land or to improvements. The agent making the revised offer is not authorized to change any of the amounts. If you do not wish to accept the revised offer, please read the brochure entitled "Property Rights" which describes condemnation proceedings and gives information about having the amount to be paid decided in a court of law.

Your consideration of our revised offer to buy your property will be appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Blackwell".

Robert Blackwell
Manager, Acquisition Branch

RB/rmg *rmg*

Attachment

Verbal and Written Notice Given:

By: Sasha Tharee Date: 6/18/18



OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 N. E. 21st Street

Oklahoma City, OK 73105-3204

City Of Shawnee, a Municipal Corporation

Project: 21788(05), SSP-163C(166)SS, SSP-163C(165)SS, Pottawatomie County,
Parcels 25, 25.1, 25.2

A highway project has been planned for construction in your area. The project will require that the Oklahoma Department of Transportation purchase property which you own or in which you have an interest. Our agent will show you the plans on this project which will depict the area needed for right-of-way purposes. Also attached to this letter, you will find a form showing what is to be acquired, and what is not to be acquired. The agent presenting this letter will explain the project and its effect upon you and your property and is making an offer to buy right-of-way from you in the name of the State of Oklahoma. Our offer is as follows:

To buy land and improvements, the offer is \$21,100.00.

Of the above amount, \$18,975.00 is for damages.

The above offer is the amount the Department arrived at after having your property appraised to find its fair market value and then considering damages, if any, which will result to the remaining land or to improvements. The agent making the offer is not authorized to change any of the amounts. If you do not wish to accept the offer, please read the brochure entitled "Property Rights" which describes condemnation proceedings and provides information about having the amount to be paid decided in a court of law.

If it is necessary for you to move any of your personal property, you will be given at least 90 days from the date shown below to clear the right-of-way. In the event you have a commercial business located within the proposed right-of-way to be acquired, you may be entitled to certain relocation benefits such as moving, re-establishment and search expenses.

Your consideration of our offer to buy your property will be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Blackwell", is written over a horizontal line.

Robert Blackwell
Manager, Acquisition Branch

RB/rmg

Attachment

Verbal and Written Notice Given:

By:

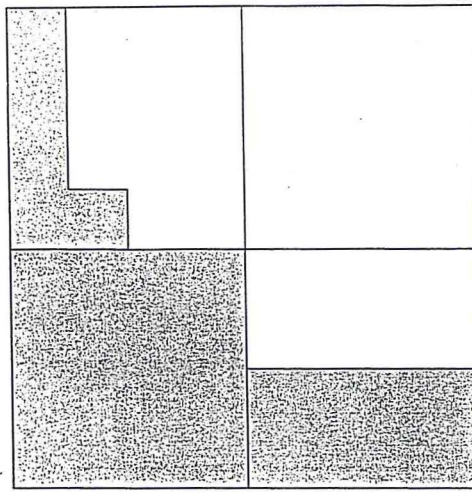
A handwritten signature in black ink, appearing to read "Kasha Ibarr", is written over a horizontal line.

Date:

10-14-11

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER



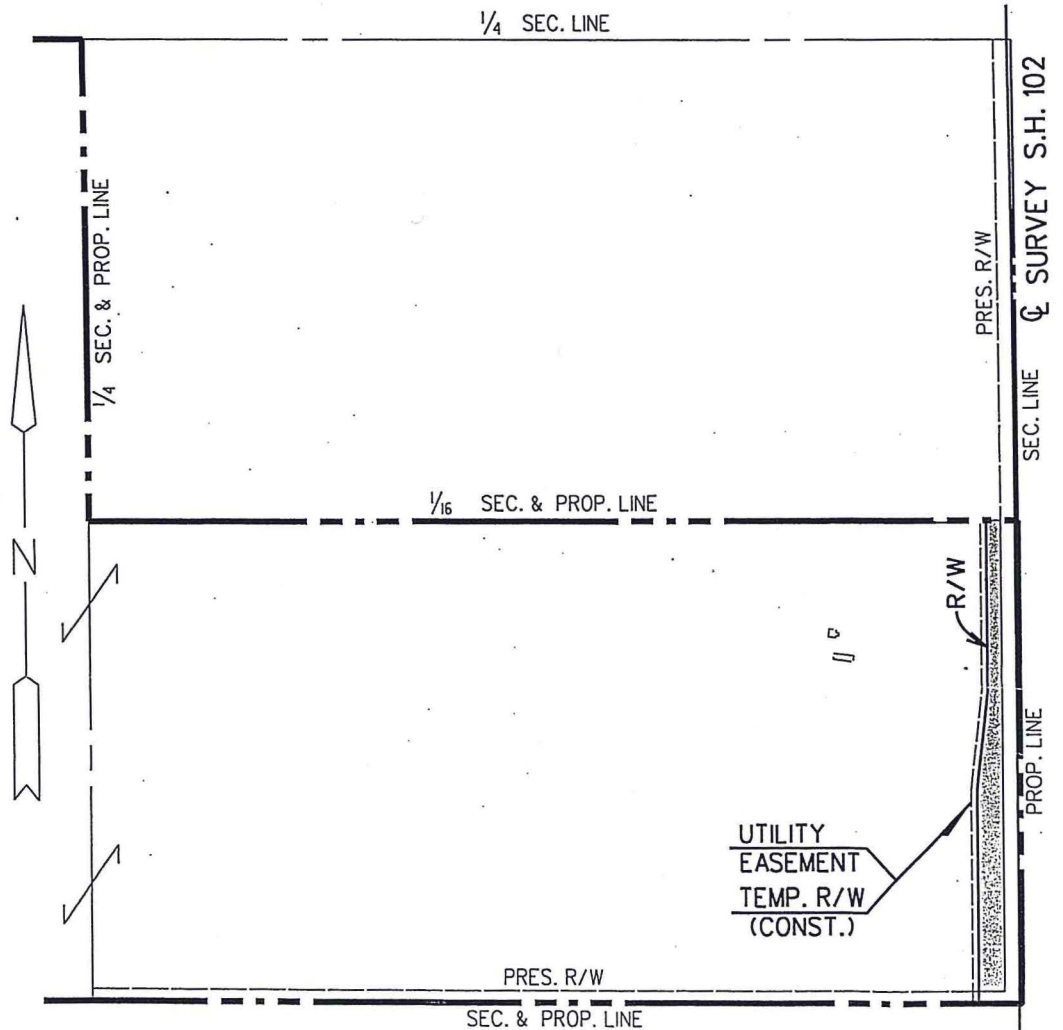
JOB 21788 PIECE (05)
 PARCEL NO. 25, 25.1 & 25.2
 COUNTY POTTAWATOMIE

LEGAL DESCRIPTION S $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$,
S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$
AND THE W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

 _____ SEC. 23 T. 10N R. 2E

SCALE 1" = 1,600' (TOTAL PROPERTY)

BEFORE GROSS			ACRES
EXISTING R/W	46,366	S.F.	1.06 ACRES
PERPETUAL R/W	90,212	S.F.	2.08 ACRES
REM IN QTR			ACRES
PERPETUAL EASEMENT (UTILITY)	20,549	S.F.	0.47 ACRES
TEMP R/W (CONST.)	20,549	S.F.	0.47 ACRES
TEMP R/W			ACRES



SCALE 1" = 400'

HIGHWAY EASEMENT

21788(05)

Parcel 25

KNOW ALL MEN BY THESE PRESENTS:

That _____

of _____ County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of _____ Dollars (\$ _____) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey to the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, a perpetual easement to the surfaces of the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, and including all right and interest in and to the airspace, light and view above the surface of the lands described herein, for the term of this agreement to-wit:

A strip, piece or parcel of land lying in the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 23, T 10N, R 2E, in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SE corner of said S $\frac{1}{2}$ SE $\frac{1}{4}$, thence S89°46'34"W along the South line of said S $\frac{1}{2}$ SE $\frac{1}{4}$ a distance of 120.58 feet, thence N00°16'10"W a distance of 578.30 feet, thence N06°22'04"E a distance of 276.86 feet, thence N00°16'10"W a distance of 464.03 feet to a point on the North line of said S $\frac{1}{2}$ SE $\frac{1}{4}$, thence N89°38'46"E along said North line a distance of 83.98 feet to the NE corner of said S $\frac{1}{2}$ SE $\frac{1}{4}$, thence S00°28'11"E along the East line of said S $\frac{1}{2}$ SE $\frac{1}{4}$ a distance of 1,317.56 feet to point of beginning.

Containing 2.08 acres, more or less of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

For the same consideration hereinbefore recited, said Grantors grant and convey to the State of Oklahoma, the right to use and remove any and all dirt, rock, gravel, sand and other road building materials from the realty described, but excepting unto said Grantors the mineral rights therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purpose herein granted;

To have and to hold said above described premises unto the said State of Oklahoma, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma, as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said State of Oklahoma, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners of the above described premises and that same are free and clear of all liens and claims whatsoever, except, _____

The undersigned Grantors hereby designate and appoint _____ as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set this hands and seals this the _____ day of _____, _____.

UTILITY EASEMENT

21788(05)
Parcel 25.1

KNOW ALL MEN BY THESE PRESENTS:

That _____

of _____ County, State of Oklahoma, hereinafter called the Grantor(s) for and in consideration of the sum of _____ DOLLARS (\$ _____) and other good, valuable and sufficient consideration, do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, a perpetual utility easement over, under, through, upon and across the following described lots or parcels of real property and premise, to-wit:

A strip, piece or parcel of land lying in the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 23, T 10N, R 2E, in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the South line of said S $\frac{1}{2}$ SE $\frac{1}{4}$, a distance of 120.58 feet S89°46'34"W of the SE corner of said S $\frac{1}{2}$ SE $\frac{1}{4}$, thence S89°46'34"W along said South line a distance of 16.00 feet, thence N00°16'10"W a distance of 578.29 feet, thence N06°22'04"E a distance of 276.86 feet, thence N00°16'10"W a distance of 464.01 feet to a point on the North line of said S $\frac{1}{2}$ SE $\frac{1}{4}$, thence N89°38'46"E along said North line a distance of 16.00 feet to a point on the permanent West right-of-way line of State Highway No. 102, thence S00°16'10"E along said right-of-way line a distance of 464.03 feet, thence S06°22'04"W along said right-of-way line a distance of 276.86 feet, thence S00°16'10"E along said right-of-way line a distance of 578.30 feet to point of beginning.

Containing 0.47 acres, more or less of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

This perpetual utility easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns to go upon, survey, locate, construct, reconstruct, build and maintain utility facilities and all necessary or convenient appurtenances thereto, and includes the permanent right of ingress and egress by the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns.

Grantor(s) and for its (their) heirs, successors and assigns covenants not to construct, or permit the construction of, any permanent structures (including signs and the planting of trees) over, upon or across the above described tract; however, pavement for parking and drive purposes may be placed on this easement, provided that in the event that pavement is damaged or otherwise disturbed either during the construction or maintenance of the utility facilities, no liability for damages or responsibility to restore or replace the pavement shall rest upon the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns.

Said Grantor(s) hereby covenant(s) and warrant that at the time of the delivery of this easement it (they) is (are) the owner(s) in fee simple of the above described property and that the same is free and clear of all liens and claims whatsoever, except _____

The undersigned Grantor(s) hereby designate(s) and appoint(s) _____
_____ as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantor(s) herein named has(have) hereunto set its(their) hands and seals this the _____ day of _____, _____.

TEMPORARY CONSTRUCTION EASEMENT

21788(05)
Parcel 25.2

KNOW ALL MEN BY THESE PRESENTS:

That _____
of _____ County, State of Oklahoma, for and in consideration
of the sum of _____ DOLLARS (\$ _____) and other
good, and valuable considerations, has/have granted, to the State of Oklahoma, a temporary easement over the
following described land, to-wit:

A strip, piece or parcel of land lying in the S½SE¼ of Section 23, T 10N, R 2E, in
Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds
as follows:

Beginning at a point on the South line of said S½SE¼, a distance of 120.58 feet
S89°46'34"W of the SE corner of said S½SE¼, thence S89°46'34"W along said South line a
distance of 16.00 feet, thence N00°16'10"W a distance of 578.29 feet, thence N06°22'04"E a
distance of 276.86 feet, thence N00°16'10"W a distance of 464.01 feet to a point on the North
line of said S½SE¼, thence N89°38'46"E along said North line a distance of 16.00 feet to a
point on the permanent West right-of-way line of State Highway No. 102, thence S00°16'10"E
along said right-of-way line a distance of 464.03 feet, thence S06°22'04"W along said right-of-
way line a distance of 276.86 feet, thence S00°16'10"E along said right-of-way line a distance
of 578.30 feet to point of beginning.

Containing 0.47 acres, more or less of new right-of-way, the remaining area included in the
above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate
System and are not astronomical bearings.

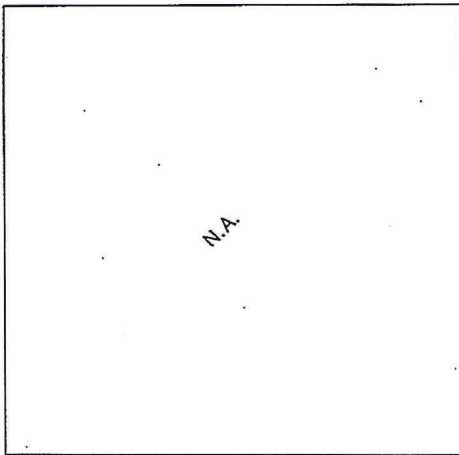
The sole purpose of this easement is to grant the State of Oklahoma, and the Transportation Commission the
right to construct utility lines and driveways on the above described tract of land, and
includes the right to use and remove any and all sand, rock, dirt, gravel and other road building materials from the
above described tract of land.

It is a condition of this easement that it shall not be filled for record and that all rights conveyed to the State of
Oklahoma and the Transportation Commission by this instrument shall terminate upon completion of construction
of the highway project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, _____
owner(s) in fee simple of the above described tract.

We the undersigned owner(s) hereby designate and appoint _____ as agent to
execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, THE Grantor(s) herein has/have hereunto set my/our hand(s) and seal(s) this the
_____ day of _____, _____.



JOB 21788

PIECE (05)

PARCEL NO. 51, 51.1 & 51.2

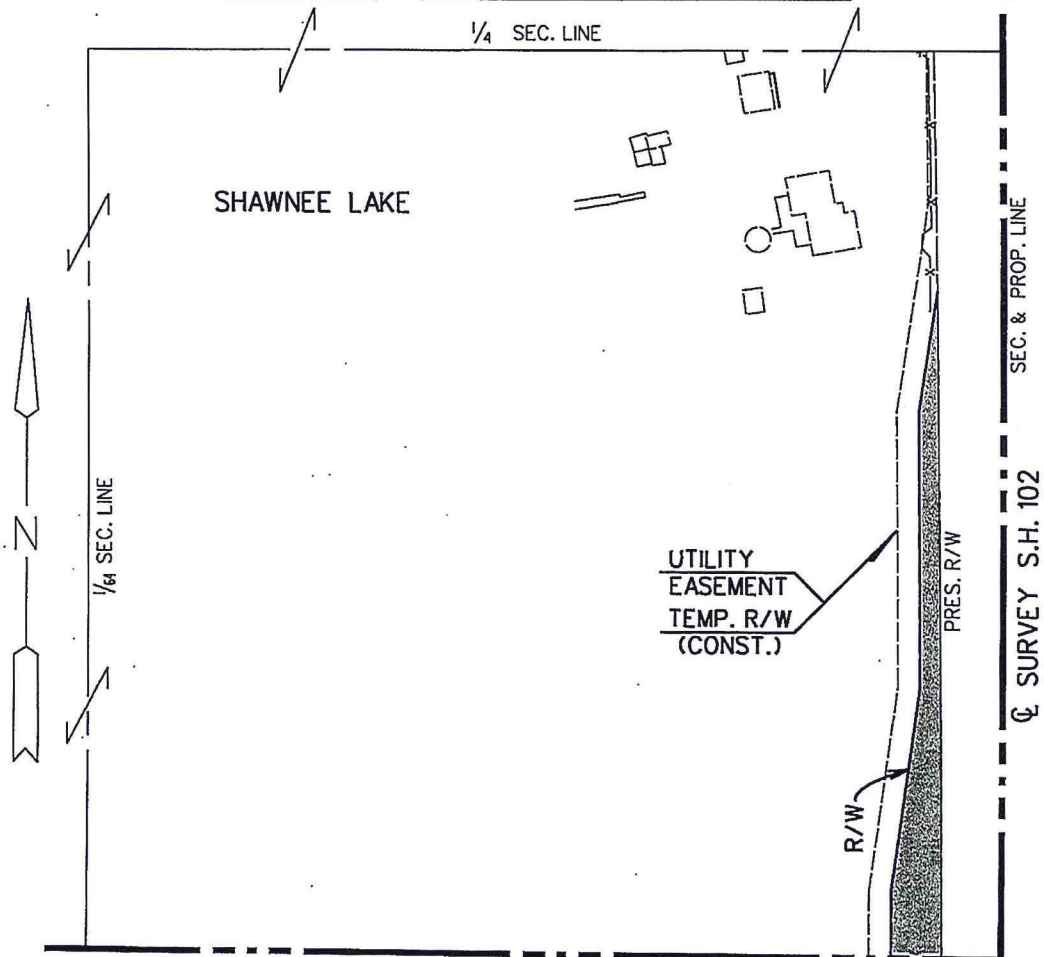
COUNTY POTTAWATOMIE

LEGAL DESCRIPTION PART OF THE SE $\frac{1}{4}$

SEC 14 T 10N R 2E

SCALE 1"=

BEFORE GROSS			ACRES
EXISTING R/W	32,767	S.F.	0.75 ACRES
PERPETUAL R/W	8,917	S.F.	0.21 ACRES
REM IN QTR			ACRES
PERPETUAL EASEMENT (UTILITY)	8,986	S.F.	0.21 ACRES
TEMP R/W (CONST.)	8,986	S.F.	0.21 ACRES
TEMP R/W			ACRES



SCALE 1"=100'

HIGHWAY EASEMENT

21788(05)
Parcel 51

KNOW ALL MEN BY THESE PRESENTS:

That _____

of _____ County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of _____ Dollars (\$ _____) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey to the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, a perpetual easement to the surfaces of the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, and including all right and interest in and to the airspace, light and view above the surface of the lands described herein, for the term of this agreement to-wit:

A strip, piece or parcel of land lying in the E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, T 10N, R 2E, in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NE corner of said E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence S00°51'24"E along the East line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 655.30 feet to the SE corner of said E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence S89°38'51"W along the South line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 86.48 feet, thence N00°40'36"W a distance of 42.27 feet, thence N07°17'35"E a distance of 151.46 feet, thence N00°40'36"W a distance of 200.00 feet, thence N08°24'49"E a distance of 88.41 feet to a point on the present West right-of-way line of State Highway No. 102, thence N00°51'24"W along said right-of-way line a distance of 175.58 feet to a point on the North line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence N89°42'42"E along said North line a distance of 50.00 feet to point of beginning.

Containing 0.21 acres, more or less of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

For the same consideration hereinbefore recited, said Grantors grant and convey to the State of Oklahoma, the right to use and remove any and all dirt, rock, gravel, sand and other road building materials from the realty described, but excepting unto said Grantors the mineral rights therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purpose herein granted;

To have and to hold said above described premises unto the said State of Oklahoma, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma, as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said State of Oklahoma, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners of the above described premises and that same are free and clear of all liens and claims whatsoever, except, _____

The undersigned Grantors hereby designate and appoint _____ as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set this hands and seals this the _____ day of _____, _____.

UTILITY EASEMENT

21788(05)
Parcel 51.1

KNOW ALL MEN BY THESE PRESENTS:

That _____

of _____ County, State of Oklahoma, hereinafter called the Grantor(s) for and in consideration of the sum of _____ DOLLARS (\$ _____) and other good, valuable and sufficient consideration, do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, a perpetual utility easement over, under, through, upon and across the following described lots or parcels of real property and premise, to-wit:

A strip, piece or parcel of land lying in the E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, T10N, R 2E, in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the point where the present West right-of-way line of State Highway No. 102 intersects the North line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 50.00 feet S89°42'42"W of the NE corner of said E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence S00°51'24"E along said right-of-way line a distance of 175.58 feet to a point on the permanent West right-of-way line of said highway, thence S08°24'49"W along said permanent West right-of-way line a distance of 88.41 feet, thence S00°40'36"E along said permanent West right-of-way line a distance of 200.00 feet, thence S07°17'35"W along said permanent West right-of-way line a distance of 151.46 feet, thence S00°40'36"E along said permanent West right-of-way line a distance of 42.27 feet to a point on the South line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence S89°38'51"W along said South line a distance of 16.00 feet, thence N00°40'36"W a distance of 42.18 feet, thence N07°17'36"E a distance of 151.46 feet, thence N00°40'36"W a distance of 200.00 feet, thence N08°24'49"E a distance of 151.91 feet, thence N00°40'36"W a distance of 112.92 feet to a point on the North line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence N89°42'42"E along said North line a distance of 5.42 feet to point of beginning.

Containing 0.21 acres, more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

This perpetual utility easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns to go upon, survey, locate, construct, reconstruct, build and maintain utility facilities and all necessary or convenient appurtenances thereto, and includes the permanent right of ingress and egress by the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns.

Grantor(s) and for its (their) heirs, successors and assigns covenants not to construct, or permit the construction of, any permanent structures (including signs and the planting of trees) over, upon or across the above described tract; however, pavement for parking and drive purposes may be placed on this easement, provided that in the event that pavement is damaged or otherwise disturbed either during the construction or maintenance of the utility facilities, no liability for damages or responsibility to restore or replace the pavement shall rest upon the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns.

Said Grantor(s) hereby covenant(s) and warrant that at the time of the delivery of this easement it (they) is (are) the owner(s) in fee simple of the above described property and that the same is free and clear of all liens and claims whatsoever, except _____

The undersigned Grantor(s) hereby designate(s) and appoint(s) _____
_____ as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantor(s) herein named has(have) hereunto set its(their) hands and seals this the _____ day of _____, _____.

TEMPORARY CONSTRUCTION EASEMENT

21788(05)
Parcel 51.2

KNOW ALL MEN BY THESE PRESENTS:

That _____

of _____ County, State of Oklahoma, for and in consideration of the sum of _____ DOLLARS (\$ _____) and other good, and valuable considerations, has/have granted, to the State of Oklahoma, a temporary easement over the following described land, to-wit:

A strip, piece or parcel of land lying in the E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, T10N, R 2E, in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the point where the present West right-of-way line of State Highway No. 102 intersects the North line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 50.00 feet S89°42'42"W of the NE corner of said E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence S00°51'24"E along said right-of-way line a distance of 175.58 feet to a point on the permanent West right-of-way line of said highway, thence S08°24'49"W along said permanent West right-of-way line a distance of 88.41 feet, thence S00°40'36"E along said permanent West right-of-way line a distance of 200.00 feet, thence S07°17'35"W along said permanent West right-of-way line a distance of 151.46 feet, thence S00°40'36"E along said permanent West right-of-way line a distance of 42.27 feet to a point on the South line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence S89°38'51"W along said South line a distance of 16.00 feet, thence N00°40'36"W a distance of 42.18 feet, thence N07°17'36"E a distance of 151.46 feet, thence N00°40'36"W a distance of 200.00 feet, thence N08°24'49"E a distance of 151.91 feet, thence N00°40'36"W a distance of 112.92 feet to a point on the North line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence N89°42'42"E along said North line a distance of 5.42 feet to point of beginning.

Containing 0.21 acres, more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

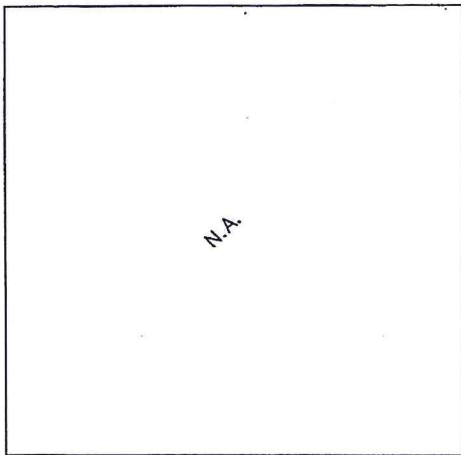
The sole purpose of this easement is to grant the State of Oklahoma, and the Transportation Commission the right to construct utility lines and driveways on the above described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel and other road building materials from the above described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the State of Oklahoma and the Transportation Commission by this instrument shall terminate upon completion of construction of the highway project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, _____ owner(s) in fee simple of the above described tract.

We the undersigned owner(s) hereby designate and appoint _____ as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, THE Grantor(s) herein has/have hereunto set my/our hand(s) and seal(s) this the _____ day of _____, _____.



JOB 21788

PIECE (05)

PARCEL NO. 52, 52.1 & 52.2

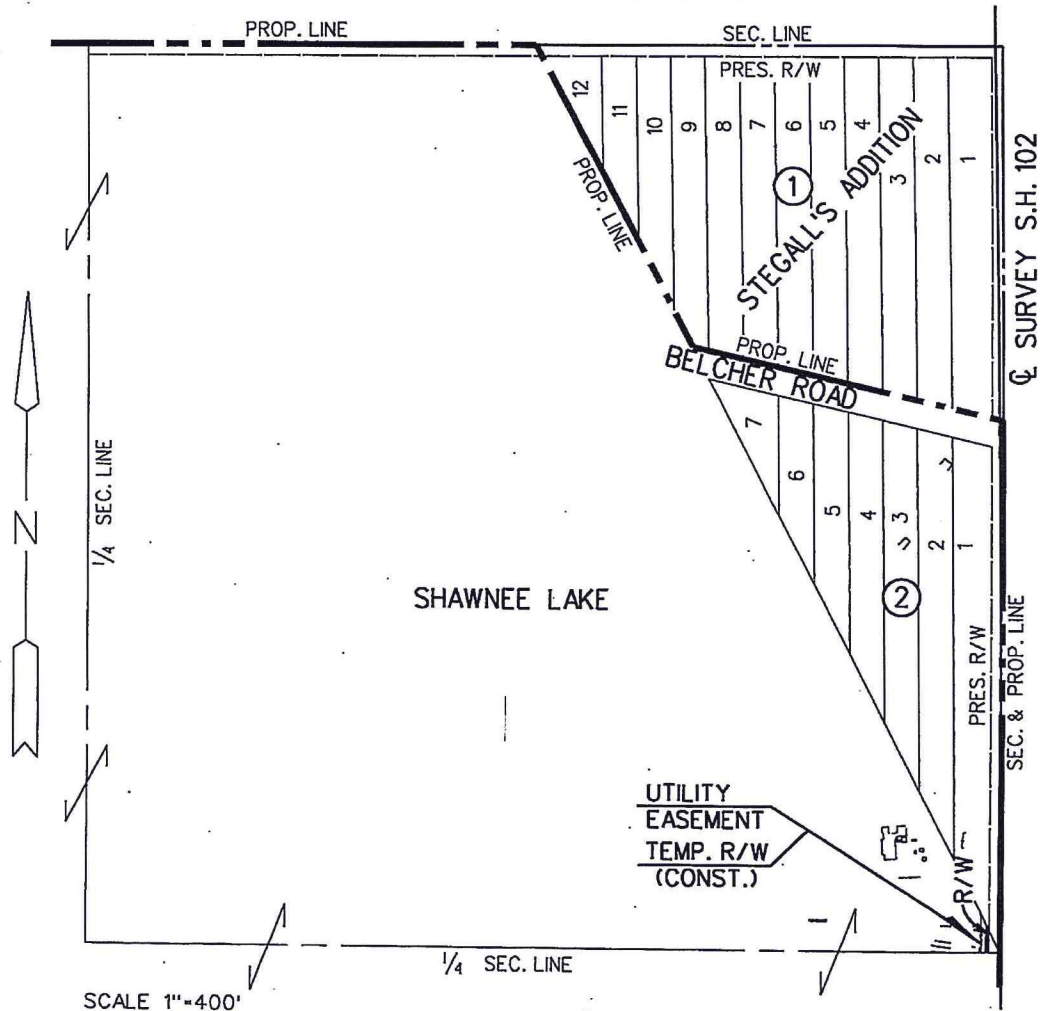
COUNTY POTTAWATOMIE

LEGAL DESCRIPTION PART OF THE NE 1/4

SEC 14 T 10N R 2E

SCALE 1"=

BEFORE GROSS			ACRES
EXISTING R/W	1,089	S.F.	0.02 ACRES
PERPETUAL R/W	455	S.F.	0.10 ACRES
REM IN QTR			ACRES
PERPETUAL EASEMENT (UTILITY)	1,526	S.F.	0.04 ACRES
TEMP R/W (CONST.)	1,526	S.F.	0.04 ACRES
TEMP R/W			ACRES



HIGHWAY EASEMENT

21788(05)
Parcel 52

KNOW ALL MEN BY THESE PRESENTS:

That _____

of _____ County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of _____ Dollars (\$ _____) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey to the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, a perpetual easement to the surfaces of the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, and including all right and interest in and to the airspace, light and view above the surface of the lands described herein, for the term of this agreement to-wit:

A strip, piece or parcel of land lying in part of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 14, T 10N, R 2E, in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SE corner of said E $\frac{1}{2}$ NE $\frac{1}{4}$, thence S89°42'42"W along the South line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ a distance of 39.42 feet, thence N00°40'36"W a distance of 78.33 feet to a point on the South line of Block Two (2) of STEGALL'S ADDITION to Lake Shawnee, thence S27°18'41"E along said South line a distance of 87.93 feet to point of beginning.

Containing 0.02 acres, more or less of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

For the same consideration hereinbefore recited, said Grantors grant and convey to the State of Oklahoma, the right to use and remove any and all dirt, rock, gravel, sand and other road building materials from the realty described, but excepting unto said Grantors the mineral rights therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purpose herein granted;

To have and to hold said above described premises unto the said State of Oklahoma, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma, as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said State of Oklahoma, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners of the above described premises and that same are free and clear of all liens and claims whatsoever, except, _____

The undersigned Grantors hereby designate and appoint _____ as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set this hands and seals this the _____ day of _____, _____.

UTILITY EASEMENT

21788(05)
Parcel 52.1

KNOW ALL MEN BY THESE PRESENTS:

That _____

of _____ County, State of Oklahoma, hereinafter called the Grantor(s) for and in consideration of the sum of _____ DOLLARS (\$ _____) and other good, valuable and sufficient consideration, do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, a perpetual utility easement over, under, through, upon and across the following described lots or parcels of real property and premise, to-wit:

A strip, piece or parcel of land lying in part of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 14, T 10N, R 2E, in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the South line of said E $\frac{1}{2}$ NE $\frac{1}{4}$, a distance of 39.42 feet S89°42'42"W of the SE corner of said E $\frac{1}{2}$ NE $\frac{1}{4}$, thence S89°42'42"W along said South line a distance of 16.00 feet, thence N00°40'36"W a distance of 87.08 feet, thence N04°06'37"W a distance of 26.22 feet to a point on the South line of Block Two (2) of STEGALL'S ADDITION to Lake Shawnee, thence S27°18'41"E along said South line a distance of 39.19 feet to a point on the permanent West right-of-way line of State Highway No. 102, thence S00°40'36"E along said right-of-way line a distance of 78.33 feet to point of beginning.

Containing 0.04 acres, more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings

This perpetual utility easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns to go upon, survey, locate, construct, reconstruct, build and maintain utility facilities and all necessary or convenient appurtenances thereto, and includes the permanent right of ingress and egress by the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns.

Grantor(s) and for its (their) heirs, successors and assigns covenants not to construct, or permit the construction of, any permanent structures (including signs and the planting of trees) over, upon or across the above described tract; however, pavement for parking and drive purposes may be placed on this easement, provided that in the event that pavement is damaged or otherwise disturbed either during the construction or maintenance of the utility facilities, no liability for damages or responsibility to restore or replace the pavement shall rest upon the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns.

Said Grantor(s) hereby covenant(s) and warrant that at the time of the delivery of this easement it (they) is (are) the owner(s) in fee simple of the above described property and that the same is free and clear of all liens and claims whatsoever, except _____

The undersigned Grantor(s) hereby designate(s) and appoint(s) _____
_____ as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantor(s) herein named has(have) hereunto set its(their) hands and seals this the _____ day of _____, _____.

TEMPORARY CONSTRUCTION EASEMENT

21788(05)
Parcel 52.2

KNOW ALL MEN BY THESE PRESENTS:

That _____

of _____ County, State of Oklahoma, for and in consideration of the sum of _____ DOLLARS (\$ _____) and other good, and valuable considerations, has/have granted, to the State of Oklahoma, a temporary easement over the following described land, to-wit:

A strip, piece or parcel of land lying in part of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 14, T 10N, R 2E, in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the South line of said E $\frac{1}{2}$ NE $\frac{1}{4}$, a distance of 39.42 feet S89°42'42"W of the SE corner of said E $\frac{1}{2}$ NE $\frac{1}{4}$, thence S89°42'42"W along said South line a distance of 16.00 feet, thence N00°40'36"W a distance of 87.08 feet, thence N04°06'37"W a distance of 26.22 feet to a point on the South line of Block Two (2) of STEGALL'S ADDITION to Lake Shawnee, thence S27°18'41"E along said South line a distance of 39.19 feet to a point on the permanent West right-of-way line of State Highway No. 102, thence S00°40'36"E along said right-of-way line a distance of 78.33 feet to point of beginning.

Containing 0.04 acres, more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

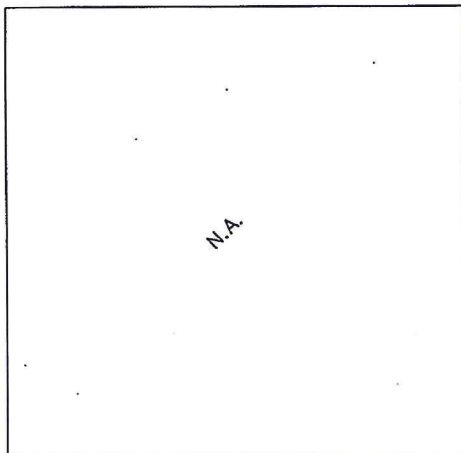
The sole purpose of this easement is to grant the State of Oklahoma, and the Transportation Commission the right to construct utility lines and driveways on the above described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel and other road building materials from the above described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the State of Oklahoma and the Transportation Commission by this instrument shall terminate upon completion of construction of the highway project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, _____ owner(s) in fee simple of the above described tract.

We the undersigned owner(s) hereby designate and appoint _____ as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, THE Grantor(s) herein has/have hereunto set my/our hand(s) and seal(s) this the _____ day of _____, _____.



JOB 21788

PIECE (05)

PARCEL NO. 53, 53.1 & 53.2

COUNTY POTTAWATOMIE

LEGAL DESCRIPTION PART OF THE NE¹/₄

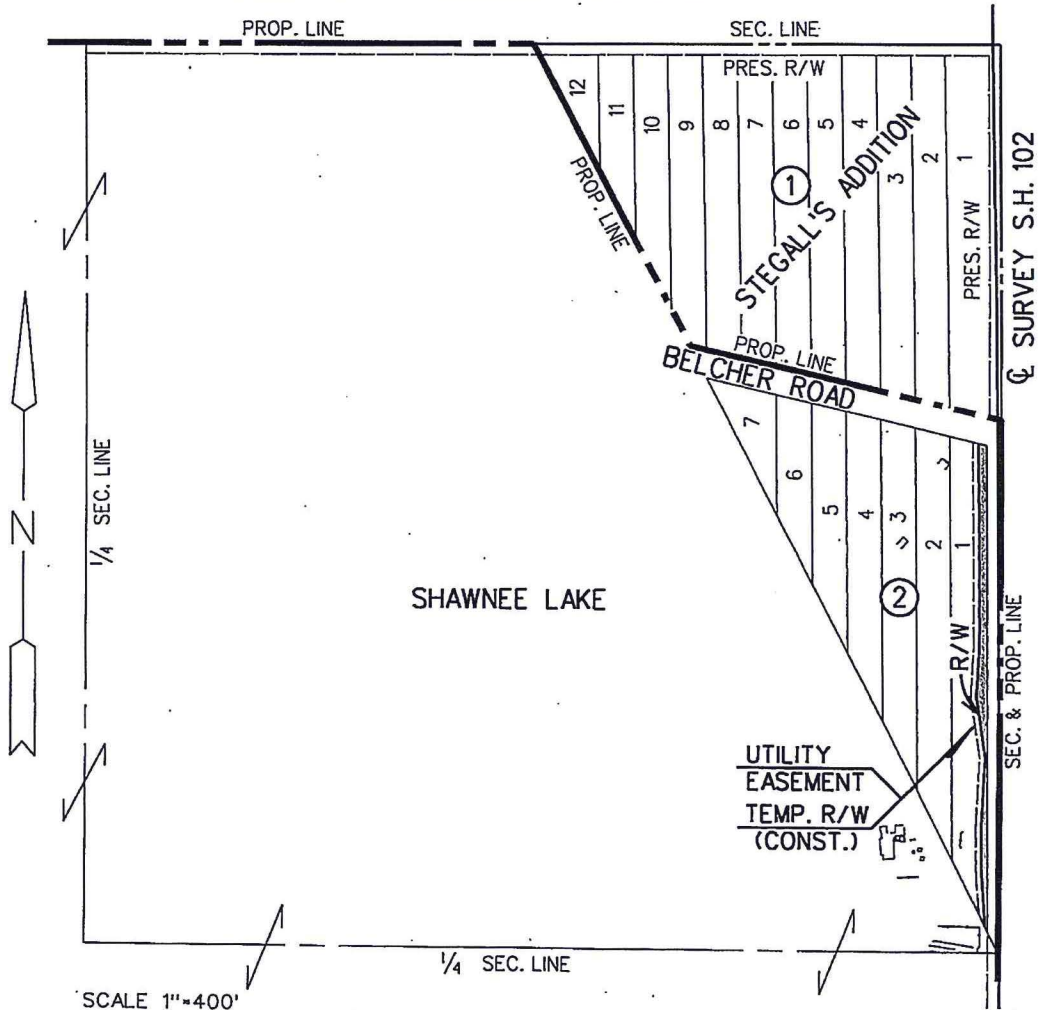
AND PART OF LOT 1, BLOCK 2 OF

STEGALL'S ADDITION TO LAKE SHAWNEE

SEC 14 T. 10N R. 2E

SCALE 1"=

BEFORE GROSS			ACRES
EXISTING R/W	47,467	S.F.	1.09 ACRES
PERPETUAL R/W	21,016	S.F.	0.48 ACRES
REM IN QTR			ACRES
PERPETUAL EASEMENT (UTILITY)	22,172	S.F.	0.51 ACRES
TEMP R/W (CONST.)	22,172	S.F.	0.51 ACRES
TEMP R/W			ACRES



HIGHWAY EASEMENT

21788(05)
Parcel 53

KNOW ALL MEN BY THESE PRESENTS:

That _____

of _____ County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of _____ Dollars (\$ _____) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey to the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, a perpetual easement to the surfaces of the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, and including all right and interest in and to the airspace, light and view above the surface of the lands described herein, for the term of this agreement to-wit:

A strip, piece or parcel of land lying in part of the E½NE¼ and part of Lot 1, Block 2 of STEGALL'S ADDITION to Lake Shawnee of Section 14, T 10N, R 2E, in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the East line of said E½NE¼, a distance of 1,153.69 feet S00°51'24"E of the NE corner of said E½NE¼, thence S00°51'24"E along said East line a distance of 1,467.52 feet to the SE corner of said E½NE¼, thence N27°18'41"W a distance of 87.93 feet to a point on the South line of Lot One (1), Block Two (2) of STEGALL'S ADDITION to Lake Shawnee, thence N00°40'36"W a distance of 8.86 feet, thence N04°06'37"W a distance of 150.27 feet, thence N00°40'36"W a distance of 125.00 feet, thence N02°28'17"E a distance of 200.30 feet, thence N08°48'24"W a distance of 176.78 feet, thence N02°45'25"E a distance of 150.27 feet, thence N00°40'36"W a distance of 416.53 feet, thence N00°50'54"W a distance of 175.49 feet to a point on the North line of said Lot One (1), Block Two (2), thence S77°02'05"E along said North line and said North line extended a distance of 50.77 feet to point of beginning.

Containing 0.48 acres, more or less of new right-of-way, the remaining area included in the above description being right-of-way occupied by the present highway.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

For the same consideration hereinbefore recited, said Grantors grant and convey to the State of Oklahoma, the right to use and remove any and all dirt, rock, gravel, sand and other road building materials from the realty described, but excepting unto said Grantors the mineral rights therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purpose herein granted;

To have and to hold said above described premises unto the said State of Oklahoma, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma, as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said State of Oklahoma, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners of the above described premises and that same are free and clear of all liens and claims whatsoever, except _____

The undersigned Grantors hereby designate and appoint _____ as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set this hands and seals this the _____ day of _____, _____.

UTILITY EASEMENT

21788(05)
Parcel 53.1

KNOW ALL MEN BY THESE PRESENTS:

That _____

of _____ County, State of Oklahoma, hereinafter called the Grantor(s) for and in consideration of the sum of _____ DOLLARS (\$ _____) and other good, valuable and sufficient consideration, do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, a perpetual utility easement over, under, through, upon and across the following described lots or parcels of real property and premise, to-wit:

A strip, piece or parcel of land lying in part of the E $\frac{1}{2}$ NE $\frac{1}{4}$ and part of Lot 1, Block 2 of STEGALL's ADDITION to Lake Shawnee of Section 14, 10N, R 2E, in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the NE corner of said E $\frac{1}{2}$ NE $\frac{1}{4}$, thence S00°51'24"E along the East line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ a distance of 1,153.69 feet to a point on the North line of said Lot One (1), Block Two (2), thence N77°02'05"W along said North line a distance of 50.77 feet to point of beginning, thence continuing N77°02'05"W along said North line a distance of 16.48 feet, thence S00°50'54"E a distance of 179.40 feet, thence S00°40'36"E a distance of 416.51 feet, thence S02°45'25"W a distance of 150.27 feet, thence S08°48'24"E a distance of 176.78 feet, thence S02°28'17"W a distance of 200.30 feet, thence S00°40'36"E a distance of 125.00 feet, thence S04°06'37"E a distance of 124.05 feet to a point on the South line of said Lot One (1), Block Two (2), thence S27°18'41"E along said South line a distance of 39.19 feet to a point on the permanent West right-of-way line of State Highway No. 102, thence N00°40'36"W along said right-of-way line a distance of 8.86 feet, thence N04°06'37"W along said right-of-way line a distance of 150.27 feet, thence N00°40'36"W along said right-of-way line a distance of 125.00 feet, thence N02°28'17"E along said right-of-way line a distance of 200.30 feet, thence N08°48'24"W along said right-of-way line a distance of 176.78 feet, thence N02°45'25"E along said right-of-way line a distance of 150.27 feet, thence N00°40'36"W along said right-of-way line a distance of 416.53 feet, thence N00°50'54"W along said right-of-way line a distance of 175.49 feet to point of beginning.

Containing 0.51 acres, more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

This perpetual utility easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns to go upon, survey, locate, construct, reconstruct, build and maintain utility facilities and all necessary or convenient appurtenances thereto, and includes the permanent right of ingress and egress by the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns.

Grantor(s) and for its (their) heirs, successors and assigns covenants not to construct, or permit the construction of, any permanent structures (including signs and the planting of trees) over, upon or across the above described tract; however, pavement for parking and drive purposes may be placed on this easement, provided that in the event that pavement is damaged or otherwise disturbed either during the construction or maintenance of the utility facilities, no liability for damages or responsibility to restore or replace the pavement shall rest upon the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns.

Said Grantor(s) hereby covenant(s) and warrant that at the time of the delivery of this easement it (they) is (are) the owner(s) in fee simple of the above described property and that the same is free and clear of all liens and claims whatsoever, except. _____

The undersigned Grantor(s) hereby designate(s) and appoint(s) _____
_____ as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantor(s) herein named has(have) hereunto set its(their) hands and seals this the _____ day of _____, _____.

TEMPORARY CONSTRUCTION EASEMENT

21788(05)
Parcel 53.2

KNOW ALL MEN BY THESE PRESENTS:

That _____

of _____ County, State of Oklahoma, for and in consideration of the sum of _____ DOLLARS (\$ _____) and other good, and valuable considerations, has/have granted, to the State of Oklahoma, a temporary easement over the following described land, to-wit:

A strip, piece or parcel of land lying in part of the E $\frac{1}{2}$ NE $\frac{1}{4}$ and part of Lot 1, Block 2 of STEGALL's ADDITION to Lake Shawnee of Section 14, 10N, R 2E, in Pottawatomie County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the NE corner of said E $\frac{1}{2}$ NE $\frac{1}{4}$, thence S00°51'24"E along the East line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ a distance of 1,153.69 feet to a point on the North line of said Lot One (1), Block Two (2), thence N77°02'05"W along said North line a distance of 50.77 feet to point of beginning, thence continuing N77°02'05"W along said North line a distance of 16.48 feet, thence S00°50'54"E a distance of 179.40 feet, thence S00°40'36"E a distance of 416.51 feet, thence S02°45'25"W a distance of 150.27 feet, thence S08°48'24"E a distance of 176.78 feet, thence S02°28'17"W a distance of 200.30 feet, thence S00°40'36"E a distance of 125.00 feet, thence S04°06'37"E a distance of 124.05 feet to a point on the South line of said Lot One (1), Block Two (2), thence S27°18'41"E along said South line a distance of 39.19 feet to a point on the permanent West right-of-way line of State Highway No. 102, thence N00°40'36"W along said right-of-way line a distance of 8.86 feet, thence N04°06'37"W along said right-of-way line a distance of 150.27 feet, thence N00°40'36"W along said right-of-way line a distance of 125.00 feet, thence N02°28'17"E along said right-of-way line a distance of 200.30 feet, thence N08°48'24"W along said right-of-way line a distance of 176.78 feet, thence N02°45'25"E along said right-of-way line a distance of 150.27 feet, thence N00°40'36"W along said right-of-way line a distance of 416.53 feet, thence N00°50'54"W along said right-of-way line a distance of 175.49 feet to point of beginning.

Containing 0.51 acres, more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

The sole purpose of this easement is to grant the State of Oklahoma, and the Transportation Commission the right to construct utility lines and driveways on the above described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel and other road building materials from the above described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the State of Oklahoma and the Transportation Commission by this instrument shall terminate upon completion of construction of the highway project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, _____ owner(s) in fee simple of the above described tract.

We the undersigned owner(s) hereby designate and appoint _____ as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, THE Grantor(s) herein has/have hereunto set my/our hand(s) and seal(s) this the _____ day of _____, _____.

Regular Board of Commissioners

14. a.

Meeting Date: 07/16/2012

Open Harrison Street Planer Project

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Harrison St Planters

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.

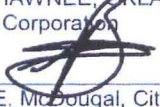
Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with 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.



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:

Regular Board of Commissioners

14. b.

Meeting Date: 07/16/2012

Award Library Reroof

Submitted By: Donna Mayo, Administration

Department: Administration

Information

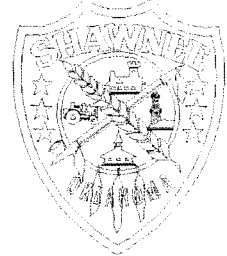
Title of Item for Agenda

Shawnee Library Re-roof (Award)

Attachments

Library reroof

City of Shawnee Memorandum



To: Mayor and City Commissioners
CC: Brian McDougal, City Manager
From: James Bryce, Director of Operations
Date: June 21, 2012
Re: Shawnee Library Reroof Project

After reviewing bid submittals Staff recommends Mid-America Roofing & Construction out of Oklahoma City for the Shawnee Library Reroof Project Alternate Bid amount of \$158,135.00. Funding for this project will come from the 3rd Penny short term note and bond refinance approved by the Commission on November 14, 2011.

Budget Amount \$250,000.00

The alternate bid amount will raise the hail warranty from 1" hail to 2" hail.

FYI:

- A twenty (20) year warranty on the roof
- Extra 1 1/2" insulation with cover board
- 60 ml PVC single ply, felt back, fully adhered roofing system
- 90 lb/sqft uplift from wind
- Replacement of skylights
- Safety railing around roof hatch
- Roof hatch access ladder
- Project to be completed within twenty (20) days after notice to proceed

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, 16 W. 9th or P. O. Box 1448, Shawnee, Oklahoma 74802-1448, up to 4:00 p.m., Monday, June 18, 2012, for:

Shawnee Library Re-roof

Project consists of re-roof of existing building of approximately 27,000 square feet, the replacement of two skylights, and the addition of a roof ladder and safety railing.

Bid Packets may be obtained by PRIME BIDDERS ONLY from:

Price Group Architects
1129 N. Kickapoo Ave.
Shawnee, OK 74801
405-273-2200

Bid Documents may be examined at:

The Fairview Cemetery Office
1400 N. Center St.
Shawnee, Oklahoma 74801

Southwest Construction News Service
2811 NW 36th
Oklahoma City, Oklahoma 73112

F. W. Dodge Division
605 NW 13th Street, Suite B
Oklahoma City, Oklahoma 73103

Bid News Construction reports
7701 N. Broadway, Suite A10
Oklahoma City, OK 73116

Each bidder must submit their bid on the Bid Form included in the Contract Documents. 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 – Shawnee Library Re-roof
June 18, 2012**

The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee, together with:

1. A sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

2. Business Relationship Affidavit

3. Contractor's Qualification Statement

4. Certified check or a cashier's check must accompany each Bid and be made payable to City of Shawnee, or a Bid Bond prepared on AIA Document A310, duly executed by the bidder as principal, and having as surety thereon a surety company listed in the U.S. Treasury Department Circular 570, in the amount of five percent (5%) of the bid for a 60 day period. Such cash, checks or Bid Bonds will be returned or retained by the City, in accordance with the Contract Documents.

A Pre-Bid meeting will be Tuesday, June 12, 2012 at 9:00 a.m. The meeting will be held at the Shawnee Public Library, Community Room 'A', 101 N. Philadelphia Ave., Shawnee, OK 74801. Attendance is mandatory.

Bidders' attention is directed to the Instructions to Bidders, Information for Bidders, and the Supplemental General Conditions (**special notice should be given to the limits and types of insurance**) contained in the Bid Documents.

Bids received more than 96 hours prior to the Bid deadline will not be considered.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9th St. Shawnee, Oklahoma 74801, at 6:30 p.m., Monday, June 18, 2012.

No Bidder may withdraw his bid within 45 days after the actual date of the opening thereof.

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



Donna Mayo, Deputy for
Phyllis Loftis, City Clerk

CITY OF SHAWNEE, A Municipal Corporation

By: [Signature]
Brian E. McDougal, City Manager

**Primary Plan Distribution Services
Advertisement of
Shawnee Library Reroof**

BID NEWS CONSTRUCTION REPORTS

PHONE: 405-415-2530
FAX: 405-415-2534
project@bidnews.com
7701 N. BROADWAY, SUITE A10
OKLAHOMA CITY, OK

REIDPROGRAPHICS

PHONE: 405-848-7274
FAX: 405-848-0086
asap@reidprographics.com
6800 N. SHARTEL
OKLAHOMA CITY, OK 73116

SOUTHWEST CONSTRUCTION NEWS SERVICE

PHONE: 405-948-7474
FAX: 405-948-8455
planroom@swcnews.com
2811 NW 36TH
OKLAHOMA CITY, OK 73112

Shawnee News-Star

City of Shawnee Web

Bid Tabulation for JAMES BRYCE
CITY OF SHAWNEE, OKLAHOMA LIBRARY REROOF

Bids received June 18, 2012 before 4:00 pm at City Clerk, City of Shawnee

Bidders	Addenda 1,2,3	Contractor Qualification	Non Segreg. Discrimin.	Bid Security	Kick Back Collususion	Business Relation.	Days Complete	BASE BID	ALTERNATE #1
Allwine Roofing								\$	\$
								BASE BID	ALTERNATE #1
Alva Roofing								\$	\$
								BASE BID	ALTERNATE #1
American Roofing								\$	\$
								BASE BID	ALTERNATE #1
Arrow Roofing	✓	✓		✓	✓	✓	18	\$ 125,400 138,200	\$ 138,200 N/A
								BASE BID	ALTERNATE #1
Coates Roofing								\$	\$
								BASE BID	ALTERNATE #1
Craig's Roofing								\$	\$
								BASE BID	ALTERNATE #1
Crawford Roofing	✓	✓	✓	✓	✓	✓	35	\$ 196,420	\$ N/A
								BASE BID	ALTERNATE #1
Mid-America Roofing	✓	✓		✓	✓	✓	20	\$ 139,793	\$ 18,342
								BASE BID	(158,135) ALTERNATE #1
Red Bison Roofing								\$	\$
								BASE BID	ALTERNATE #1
Saratoga Roofing								\$	\$
								BASE BID	ALTERNATE #1
Universal Roofing	✓	✓		✓	✓	✓	30	\$ 168,510	\$ 191,400.

(22,890)

Regular Board of Commissioners

14. c.

Meeting Date: 07/16/2012

Award Signal Project

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Signal Project

Notice and Bid List

BID TABULATION SHEET

BRYAN & INDEPENDENCE STREETS
SIGNALIZATION PROJECT

COS-PWA-11-08

JUNE 18, 2012

<u>BIDDER</u>	<u>AMOUNT</u>
<u>TRAFFIC & LIGHTING SYSTEMS LLC</u> Oklahoma City, OK	<u>\$198,562.60</u>
<u>MIDSTATE TRAFFIC CONTROL INC</u> Oklahoma City, OK	<u>\$222,849.00</u>
<u>SHELL CONSTRUCTION CO INC.</u> Oklahoma City, OK	<u>\$223,834.30</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

COS-PW-11-08
BRYAN INDEPENDENCE STREETS SIGNALIZATION PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY.		SHELL CONSTRUCTION		SHELL CONSTRUCTION		MIDSTATE TRAFFIC		MIDSTATE TRAFFIC		TRAFFIC & LIGHTING STM		TRAFFIC & LIGHTING STM	
			NO.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	202a	Unclassified Excavation	240.00	C.Y.	\$ 15.00	\$ 3,600.00	\$ 15.00	\$ 3,600.00	\$ 15.00	\$ 3,600.00	\$ 13.20	\$ 3,168.00				
2.	202F	Embankments	550.00	C.Y.	\$ 25.00	\$ 13,750.00	\$ 15.00	\$ 8,250.00	\$ 15.00	\$ 8,250.00	\$ 13.20	\$ 7,260.00				
3.	220	Erosion Control (R2)	1.00	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,100.00	\$ 1,100.00				
4.	407	Tack Coat	13.00	Gal.	\$ 5.00	\$ 65.00	\$ 2.50	\$ 32.50	\$ 2.50	\$ 32.50	\$ 2.20	\$ 28.60				
5.	411	Asphalt Paving (type s4) (PG 64-22 OK)	32.00	Ton	\$ 200.00	\$ 6,400.00	\$ 125.00	\$ 4,000.00	\$ 125.00	\$ 4,000.00	\$ 110.00	\$ 3,520.00				
6.	414	8" P.C. Concrete Pavement	160.00	S.Y.	\$ 75.00	\$ 12,000.00	\$ 65.00	\$ 10,400.00	\$ 65.00	\$ 10,400.00	\$ 55.00	\$ 8,800.00				
7.	414	6" P.C. Concrete Pavement	250.00	S.Y.	\$ 70.00	\$ 17,500.00	\$ 50.00	\$ 12,500.00	\$ 50.00	\$ 12,500.00	\$ 44.00	\$ 11,000.00				
8.	609	6" Integral Curb	510.00	L.F.	\$ 5.00	\$ 2,550.00	\$ 12.50	\$ 6,375.00	\$ 12.50	\$ 6,375.00	\$ 11.00	\$ 5,610.00				
9.	610	6" P.C. Concrete Driveway	30.00	S.Y.	\$ 75.00	\$ 2,250.00	\$ 65.00	\$ 1,950.00	\$ 65.00	\$ 1,950.00	\$ 55.00	\$ 1,650.00				
10.	619	Remove Paving (R1)	165.00	S.Y.	\$ 15.00	\$ 2,475.00	\$ 8.75	\$ 1,443.75	\$ 8.75	\$ 1,443.75	\$ 7.70	\$ 1,270.50				
11.	641	Mobilization	1.00	L.S.	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 11,500.00	\$ 11,500.00				
12.	642	Construction Staking	1.00	L.S.	\$ 1,200.00	\$ 1,200.00	\$ 3,125.00	\$ 3,125.00	\$ 3,125.00	\$ 3,125.00	\$ 3,000.00	\$ 3,000.00				
13.	703	12" Aggregate Base	470.00	S.Y.	\$ 35.00	\$ 16,450.00	\$ 22.50	\$ 10,575.00	\$ 22.50	\$ 10,575.00	\$ 19.80	\$ 9,306.00				
14.	802B	2" PVC SCH. 40 Pl. Conduit Trenched (TP-1)	50.00	L.F.	\$ 4.00	\$ 200.00	\$ 5.00	\$ 250.00	\$ 5.00	\$ 250.00	\$ 4.50	\$ 225.00				
15.	802B	3" PVC SCH.40 PL. Conduit Bored (TP-1)	300.00	L.F.	\$ 17.00	\$ 5,100.00	\$ 22.00	\$ 6,600.00	\$ 22.00	\$ 6,600.00	\$ 20.00	\$ 6,000.00				
16.	802B	3" PVC SCH.40 PL. Conduit Trenched (TP-1)	80.00	L.F.	\$ 8.00	\$ 640.00	\$ 8.00	\$ 640.00	\$ 8.00	\$ 640.00	\$ 9.00	\$ 720.00				
17.	803A	Pull Box (size I) (1)	3.00	Ea.	\$ 310.00	\$ 930.00	\$ 350.00	\$ 1,050.00	\$ 350.00	\$ 1,050.00	\$ 310.00	\$ 930.00				
18.	803A	Pull Box (size II) (1)	1.00	Ea.	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 365.00	\$ 365.00				
19.	804A	Structural Concrete (TP-1)	12.00	C.Y.	\$ 525.00	\$ 6,300.00	\$ 450.00	\$ 5,400.00	\$ 450.00	\$ 5,400.00	\$ 500.00	\$ 6,000.00				
20.	804B	Reinforcing Steel (TP-1)	1,750.00	LB.	\$ 1.40	\$ 2,450.00	\$ 1.25	\$ 2,187.50	\$ 1.25	\$ 2,187.50	\$ 1.55	\$ 2,712.50				
21.	805A	Removing of Existing Signs (TS-41)(2)	4.00	Ea.	\$ 25.00	\$ 100.00	\$ 25.00	\$ 100.00	\$ 25.00	\$ 100.00	\$ 70.00	\$ 280.00				
22.	806A	32' MH Pole 30' TS&10' LMA (G.STL.)(3)(4)(5)	1.00	Ea.	\$ 4,700.00	\$ 4,700.00	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00	\$ 4,010.00	\$ 4,010.00				
23.	806A	32' MH Pole 40' TS&10' LMA (G.STL.)(3)(4)(5)	1.00	Ea.	\$ 5,400.00	\$ 5,400.00	\$ 7,675.00	\$ 7,675.00	\$ 7,675.00	\$ 7,675.00	\$ 4,815.00	\$ 4,815.00				
24.	806A	32' MH Pole 45' TS&10' LMA (G.STL.)(3)(4)(5)	2.00	Ea.	\$ 6,400.00	\$ 12,800.00	\$ 8,992.00	\$ 17,984.00	\$ 8,992.00	\$ 17,984.00	\$ 5,475.00	\$ 10,950.00				
25.	809A	Roadway Luminaire (TL-24)	4.00	Ea.	\$ 350.00	\$ 1,400.00	\$ 325.00	\$ 1,300.00	\$ 325.00	\$ 1,300.00	\$ 405.00	\$ 1,620.00				
26.	810A	Service Pole (TL-35)	1.00	Ea.	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 600.00	\$ 600.00				
27.	811	1/C No. 6 Elect. Cond. (TP-1)(6)	200.00	L.F.	\$ 1.10	\$ 220.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 2.15	\$ 430.00				
28.	811	1/C No. 10 Elect. Cond. (TP-1)	1,120.00	L.F.	\$ 0.85	\$ 952.00	\$ 0.45	\$ 504.00	\$ 0.45	\$ 504.00	\$ 0.90	\$ 1,008.00				
29.	825	Traffic Controller Assembly (7)(8)(9)	1.00	Ea.	\$ 28,000.00	\$ 28,000.00	\$ 27,912.00	\$ 27,912.00	\$ 27,912.00	\$ 27,912.00	\$ 23,300.00	\$ 23,300.00				
30.	828	Detection System (video) (10)	1.00	LSUM	\$ 31,000.00	\$ 31,000.00	\$ 30,370.00	\$ 30,370.00	\$ 30,370.00	\$ 30,370.00	\$ 31,130.00	\$ 31,130.00				
31.	831	1Way3Sec.Adj.Sig.Hd.S-6(11)	8.00	Ea.	\$ 540.00	\$ 4,320.00	\$ 650.00	\$ 5,200.00	\$ 650.00	\$ 5,200.00	\$ 540.00	\$ 4,320.00				
32.	831	1Way4Sec.Adj.Sig.Hd.S-16(11)	4.00	Ea.	\$ 780.00	\$ 3,120.00	\$ 900.00	\$ 3,600.00	\$ 900.00	\$ 3,600.00	\$ 665.00	\$ 2,660.00				
33.	831	1Way2Sec.Adj.Ped.Hd.S-20(12)	8.00	Ea.	\$ 440.00	\$ 3,520.00	\$ 600.00	\$ 4,800.00	\$ 600.00	\$ 4,800.00	\$ 640.00	\$ 5,120.00				
34.	833	BackPlate	12.00	Ea.	\$ 80.00	\$ 960.00	\$ 70.00	\$ 840.00	\$ 70.00	\$ 840.00	\$ 94.00	\$ 1,128.00				
35.	834A	5/C Traffic Signal Electrical Cable (TP-1)	1,140.00	L.F.	\$ 1.40	\$ 1,596.00	\$ 1.30	\$ 1,482.00	\$ 1.30	\$ 1,482.00	\$ 1.30	\$ 1,482.00				
36.	834A	7/C Traffic Signal Electrical Cable (TP-1)	250.00	L.F.	\$ 1.50	\$ 375.00	\$ 1.60	\$ 400.00	\$ 1.60	\$ 400.00	\$ 1.54	\$ 385.00				
37.	834A	521/C Traffic Signal Electrical Cable (TP-1)	700.00	L.F.	\$ 3.70	\$ 2,590.00	\$ 3.00	\$ 2,100.00	\$ 3.00	\$ 2,100.00	\$ 4.20	\$ 2,940.00				
38.	834B	2/C Shielded Loop Det. Lead-in Cable (TP-1)(13)	50.00	L.F.	\$ 0.80	\$ 40.00	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00	\$ 1.40	\$ 70.00				
39.	840A	E.P.S. Optical Emitter (14)	1.00	Ea.	\$ 700.00	\$ 700.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 700.00	\$ 700.00				
40.	840B	E.P.S. Optical Dectector (14)	4.00	Ea.	\$ 400.00	\$ 1,600.00	\$ 950.00	\$ 3,800.00	\$ 950.00	\$ 3,800.00	\$ 400.00	\$ 1,600.00				
41.	840C	E.P.S. Optical Dectector Cable(TP-1)(14)	950.00	L.F.	\$ 1.20	\$ 1,140.00	\$ 1.00	\$ 950.00	\$ 1.00	\$ 950.00	\$ 1.40	\$ 1,330.00				
42.	840D	E.P.S. 2 Channel Phase Selector(14)	2.00	Ea.	\$ 1,200.00	\$ 2,400.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,420.00	\$ 2,840.00				
43.	850C	Mast Arm Mounted Signs (alum.)(15)	90.00	S.F.	\$ 33.00	\$ 2,970.00	\$ 40.00	\$ 3,600.00	\$ 40.00	\$ 3,600.00	\$ 35.00	\$ 3,150.00				
44.	855A	Traffic Stripe (Plastic)(4"Wide)(White)	303.00	L.F.	\$ 0.80	\$ 242.40	\$ 1.00	\$ 303.00	\$ 1.00	\$ 303.00	\$ 0.75	\$ 227.25				
45.	855A	Traffic Stripe (Plastic)(24"Wide)(White)	65.00	L.F.	\$ 4.70	\$ 305.50	\$ 11.25	\$ 731.25	\$ 11.25	\$ 731.25	\$ 4.50	\$ 292.50				
46.	855A	Traffic Stripe (Plastic)(4"Wide)(Yellow)	1,275.00	Ea.	\$ 0.80	\$ 1,020.00	\$ 1.00	\$ 1,275.00	\$ 1.00	\$ 1,275.00	\$ 0.75	\$ 956.25				
47.	855A	Traffic Stripe (Plastic)(8"Wide)(Yellow)	102.00	L.F.	\$ 1.70	\$ 173.40	\$ 2.00	\$ 204.00	\$ 2.00	\$ 204.00	\$ 1.50	\$ 153.00				
48.	855B	Traffic Stripe (Plastic)(Arrows)(White)	13.00	Ea.	\$ 90.00	\$ 1,170.00	\$ 120.00	\$ 1,560.00	\$ 120.00	\$ 1,560.00	\$ 85.00	\$ 1,105.00				
49.	855B	Traffic Stripe (Plastic)(Words)(White)	3.00	L.F.	\$ 220.00	\$ 660.00	\$ 180.00	\$ 540.00	\$ 180.00	\$ 540.00	\$ 195.00	\$ 585.00				
50.	857F	Pavement Mrking. Removal(Traf.Strp)(TS-32)	600.00	L.F.	\$ 0.50	\$ 300.00	\$ 0.65	\$ 390.00	\$ 0.65	\$ 390.00	\$ 0.35	\$ 210.00				
51.	880J	Traffic Control (TC-25)	1.00	L.S.	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00				
TOTAL AMOUNT OF BASE BID						\$ 223,834.30	\$ 222,849.00	\$ 198,562.60								

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, June 18, 2012**, for:

BID: CONTRACT NO. COS-PW-11-08
BRYAN & INDEPENDENCE STREETS SIGNALIZATION 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 \$25.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$5.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, June 6, 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-11-08
BRYAN & INDEPENDENCE STREETS
SIGNALIZATION PROJECT
June 18, 2012

This project shall include approximately **the installation of intersection signalization and street widening with turn lanes**. 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 7:30 p.m., **Monday, June 18, 2012**. The City of Shawnee reserves the right to reject any and all bids.



Phyllis Loftis, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: _____

Brian McDougal, City Manager

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-11-08
BRYAN & INDEPENDENCE STREETS SIGNALIZATION PROJECT

Business Name: All Roads Paving
Contact: Dave Barnett
Address: 10200 NW 10th OKC, OK 73127

Telephone: 405-577-2944
Fax: 405-577-2742
Cell: 405-990-5255
E-Mail: allroadspaving@coxinet.net
Paid for & Picked Up Specs: 6/6/12

Business Name: Shell Construction Company Inc.
Contact: Donny Neibrugge
Address: 336 N. Falcon Drive OKC. Ok 73127

Telephone: 405-495-2063
Fax: 405-495-2446
Cell:
E-Mail: drn1021@coxinet.net
Paid for & Picked Up Specs: 5/25/12

Business Name: C-P Integrated
Contact: Steve Conley
Address: 3800 Beacon Rd. Okc,Ok 73179

Telephone: 405-732-0532
Fax: 405-732-0502
Cell: 405-823-2147
E-Mail: sconley@theshop.net
Paid for & Picked Up Specs: 5/30/12

Business Name: Rudy Construction
Contact: Phil Pratt
Address: Box 14575 Okc, OK 73113

Telephone: 405-478-9900
Fax: 405-478-9901
Cell: _____
E-Mail: ppratt@rudyconstruction.com
Paid for & Picked Up Specs: 5/30/12

Business Name: Nash Construction
Contact: Bobbie Woodrow
Address: 700 S. Irving Dr. Okc, OK 73129

Telephone: 405-672-2792
Fax: 405-672-1022
Cell: _____
E-Mail: nashcom-bcw@cox.net
Paid for & Picked Up Specs: 5/30/12

Business Name: Midstate Traffic Control
Contact: Len Scantling
Address: 12501 N. Sante Fe Okc, Ok. 73114

Telephone: 405-751-6227
Fax: 405-751-8338
Cell: 405-255-0004
E-Mail: Len@midstatetraffic.com
Paid for & Picked Up Specs: 6/1/12

Business Name: SAC Services Inc.

Contact: Joe Martinez

Address: 3600 S. Ross Ave.

Telephone: 405-682-4948

Fax: _____

Cell: 405-834-9092

E-Mail: sacservicemtz@yahoo.com

Paid for & Picked Up Specs: 5/29/12

Business Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Cell: _____

E-Mail: _____

Paid for & Picked Up Specs: _____

Business Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Cell: _____

E-Mail: _____

Paid for & Picked Up Specs: _____

Regular Board of Commissioners

14. d.

Meeting Date: 07/16/2012

Award Kulhbird Lane

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Kulbird Lane

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

MEMORANDUM

Date: June 27, 2012

To: Brian McDougal, City Manager

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

A handwritten signature in blue ink, appearing to be "JK", written over the name John Krywicki.

Re: Recommendation of Award for Street Contracts Opened at the
June 18, 2012 City Commission Meeting

At the June 18, 2012 City Commission meeting we opened bids received for four (4) street improvement contracts 1) Bryan & Independence Signalization Project, 2) Kickapoo & Kulhbird Lane Safety Improvements, 3) FY11-12 Rehab Asphalt Streets Project, and 4) FY11-12 Rehab Concrete Streets Project. Bid tabs (attached) have been prepared and reviewed for adequacy, and Staff would make the following recommendations.

1. **Contract COS-PW-11-08;** The Bryan & Independence Signalization Project will also include minimal widening on Independence east of Bryan to allow for a left turn bay to match the configuration of Independence on the west side of Bryan. We received three bids with the lowest and best bid being from Traffic & Lighting Systems in the amount of \$198,562.60, and staff would recommend awarding project to Traffic & Lighting Systems.
2. **Contract COS-PW-11-09;** The Kickapoo & Kulhbird Lane Safety Improvements: Kulhbird Lane is the street between Burger King and Phillips 66 out on north Kickapoo. This project will cause the wall along Kickapoo Street to be terraced back so that adequate sight distance can be achieved, providing for a safer situation for vehicles exiting Kulhbird Lane onto Kickapoo. We received three bids with the lowest and best bid being from C-P Integrated in the amount of

\$54,211.30, and staff would recommend awarding project to C-P Integrated.

3. **Contract COS-PW-11-10;** The FY11-12 Rehab Asphalt Streets Project is our annual maintenance type project whereby asphalt streets are milled down 1 ½ inches to provide for an even and smooth base in order to install a new asphalt surfacing course. Streets identified for maintenance are MacArthur Street (Leo to Acme), Independence (Kickapoo to Airport Drive), Independence (Park to Broadway), 45th Street (Kickapoo to Leo), and Bradley (Bryan to Center). We received four bids with the lowest and best bid being from Nash Construction in the amount of **\$589,090.00**, and would recommend awarding project to Nash Construction.
4. **Contract COS-PW-11-11;** The FY11-12 Rehab Concrete Streets Project is our annual maintenance project whereby cracked and badly broken concrete paving panels are removed and replaced at various locations throughout town. The major focus of this maintenance repair project will be on Independence from Center to Sequoyah. We received six bids with the lowest and best bid being from All Roads Paving in the amount of **\$387,409.00**, and would recommend awarding project to All Roads Paving.

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

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	NASH CONSTRUCTION		NASH CONSTRUCTION		C-P INTEGRATED		C-P INTEGRATED		RUDY CONSTRUCTION		RUDY CONSTRUCTION	
					UNIT PRICE		TOTAL		UNIT PRICE		TOTAL		UNIT PRICE		TOTAL	
1.	202(a)	Unclassified Excavation	230.00	C.Y.	\$ 15.00		\$ 3,450.00		\$ 15.58		\$ 3,583.40		\$ 15.00		\$ 3,450.00	
2.	230(a)	Solid Slab Sodding Operation	260.00	S.Y.	\$ 5.00		\$ 1,300.00		\$ 5.00		\$ 1,300.00		\$ 3.00		\$ 780.00	
3.	510(a)	Retaining Wall Rebuild/Setback	120.00	S.Y.	\$ 100.00		\$ 12,000.00		\$ 128.23		\$ 15,387.60		\$ 255.00		\$ 30,600.00	
4.	501(f)	Granular Backfill	100.00	C.Y.	\$ 80.00		\$ 8,000.00		\$ 25.97		\$ 2,597.00		\$ 60.00		\$ 6,000.00	
5.	609(a)	Concrete Curb	5.00	L.F.	\$ 35.00		\$ 175.00		\$ 25.97		\$ 129.85		\$ 20.00		\$ 100.00	
6.	610(a)	4" Concrete Sidewalk	40.00	S.Y.	\$ 70.00		\$ 2,800.00		\$ 38.96		\$ 1,558.40		\$ 40.00		\$ 1,600.00	
7.	610	Concrete Sidewalk Ramp	3.00	EA.	\$ 1,200.00		\$ 3,600.00		\$ 1,947.81		\$ 5,843.43		\$ 500.00		\$ 1,500.00	
8.	611(I)	Tactical Warning Device	16.00	S.F.	\$ 20.00		\$ 320.00		\$ 22.08		\$ 353.28		\$ 30.00		\$ 480.00	
9.	612(a)	Manhole Adjusted To Grade	1.00	EA.	\$ 300.00		\$ 300.00		\$ 4,544.88		\$ 4,544.88		\$ 500.00		\$ 500.00	
10.	850(D)	Remove and Reset (Horse)	1.00	EA.	\$ 500.00		\$ 500.00		\$ 3,246.35		\$ 3,246.35		\$ 2,000.00		\$ 2,000.00	
11.	202(C)	Remove Existing Bricks	115.00	C.Y.	\$ 100.00		\$ 11,500.00		\$ 19.48		\$ 2,240.20		\$ 15.00		\$ 1,725.00	
12.	619	Remove Concrete Curb	8.00	L.F.	\$ 20.00		\$ 160.00		\$ 6.49		\$ 51.92		\$ 10.00		\$ 80.00	
13.	619	Remove Concrete Ramps	20.00	S.Y.	\$ 20.00		\$ 400.00		\$ 19.48		\$ 389.60		\$ 10.00		\$ 200.00	
14.	880(J)	Construction Trsffic Control	1.00	L.S.	\$ 6,000.00		\$ 6,000.00		\$ 3,246.35		\$ 3,246.35		\$ 3,000.00		\$ 3,000.00	
15.	641	Mobilization	1.00	L.S.	\$ 6,000.00		\$ 6,000.00		\$ 9,739.04		\$ 9,739.04		\$ 5,000.00		\$ 5,000.00	
TOTAL AMOUNT OF BASE BID							\$ 56,505.00				\$ 54,211.30				\$ 57,015.00	

BID TABULATION SHEET

KULHBIRD LANE HAZARD MITIATION PROJECT

COS-PWA-11-09

JUNE 18, 2012

BIDDER

AMOUNT

C-P INTEGRATED SERVICES, INC

Oklahoma City, OK

\$54,211.30

NASH CONSTRUCTION COMPANY

Oklahoma City, OK

\$56,505.00

RUDY CONSTRUCTION CO

Oklahoma City. OK

\$57,015.00

ITEM NO.	Spec No.	DESCRIPTION	QNTY.		NASH CONSTRUCTION		NASH CONSTRUCTION		C-P INTEGRATED		C-P INTEGRATED		RUDY CONSTRUCTION		RUDY CONSTRUCTION	
			NO.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	202(a)	Unclassified Excavation	230.00	C.Y.	\$ 15.00	\$ 3,450.00	\$ 15.58	\$ 3,583.40	\$ 15.00	\$ 3,450.00	\$ 15.00	\$ 3,450.00	\$ 15.00	\$ 3,450.00	\$ 15.00	\$ 3,450.00
2.	230(a)	Solid Slab Sodding Operation	260.00	S.Y.	\$ 5.00	\$ 1,300.00	\$ 5.00	\$ 1,300.00	\$ 5.00	\$ 1,300.00	\$ 5.00	\$ 1,300.00	\$ 5.00	\$ 1,300.00	\$ 5.00	\$ 1,300.00
3.	510(a)	Retaining Wall Rebuild/Setback	120.00	S.Y.	\$ 100.00	\$ 12,000.00	\$ 128.23	\$ 15,387.60	\$ 128.23	\$ 15,387.60	\$ 128.23	\$ 15,387.60	\$ 128.23	\$ 15,387.60	\$ 128.23	\$ 15,387.60
4.	501(f)	Granular Backfill	100.00	C.Y.	\$ 80.00	\$ 8,000.00	\$ 25.97	\$ 2,597.00	\$ 25.97	\$ 2,597.00	\$ 25.97	\$ 2,597.00	\$ 25.97	\$ 2,597.00	\$ 25.97	\$ 2,597.00
5.	609(a)	Concrete Curb	5.00	L.F.	\$ 35.00	\$ 175.00	\$ 25.97	\$ 129.85	\$ 25.97	\$ 129.85	\$ 25.97	\$ 129.85	\$ 25.97	\$ 129.85	\$ 25.97	\$ 129.85
6.	610(a)	4" Concrete Sidewalk	40.00	S.Y.	\$ 70.00	\$ 2,800.00	\$ 38.96	\$ 1,558.40	\$ 38.96	\$ 1,558.40	\$ 38.96	\$ 1,558.40	\$ 38.96	\$ 1,558.40	\$ 38.96	\$ 1,558.40
7.	610	Concrete Sidewalk Ramp	3.00	E.A.	\$ 1,200.00	\$ 3,600.00	\$ 1,947.81	\$ 5,843.43	\$ 1,947.81	\$ 5,843.43	\$ 1,947.81	\$ 5,843.43	\$ 1,947.81	\$ 5,843.43	\$ 1,947.81	\$ 5,843.43
8.	611(I)	Tactacal Warning Device	16.00	S.F.	\$ 20.00	\$ 320.00	\$ 22.08	\$ 353.28	\$ 22.08	\$ 353.28	\$ 22.08	\$ 353.28	\$ 22.08	\$ 353.28	\$ 22.08	\$ 353.28
9.	612(a)	Manhole Adjusted To Grade	1.00	E.A.	\$ 300.00	\$ 300.00	\$ 4,544.88	\$ 4,544.88	\$ 4,544.88	\$ 4,544.88	\$ 4,544.88	\$ 4,544.88	\$ 4,544.88	\$ 4,544.88	\$ 4,544.88	\$ 4,544.88
10.	850(D)	Remove and Reset (Horse)	1.00	E.A.	\$ 500.00	\$ 500.00	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35
11.	202(C)	Remove Existing Bricks	115.00	C.Y.	\$ 100.00	\$ 11,500.00	\$ 19.48	\$ 2,240.20	\$ 19.48	\$ 2,240.20	\$ 19.48	\$ 2,240.20	\$ 19.48	\$ 2,240.20	\$ 19.48	\$ 2,240.20
12.	619	Remove Concrete Curb	8.00	L.F.	\$ 20.00	\$ 160.00	\$ 6.49	\$ 51.92	\$ 6.49	\$ 51.92	\$ 6.49	\$ 51.92	\$ 6.49	\$ 51.92	\$ 6.49	\$ 51.92
13.	619	Remove Concrete Ramps	20.00	S.Y.	\$ 20.00	\$ 400.00	\$ 19.48	\$ 389.60	\$ 19.48	\$ 389.60	\$ 19.48	\$ 389.60	\$ 19.48	\$ 389.60	\$ 19.48	\$ 389.60
14.	880(J)	Construction Trsfic Control	1.00	L.S.	\$ 6,000.00	\$ 6,000.00	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35	\$ 3,246.35
15.	641	Mobilization	1.00	L.S.	\$ 6,000.00	\$ 6,000.00	\$ 9,739.04	\$ 9,739.04	\$ 9,739.04	\$ 9,739.04	\$ 9,739.04	\$ 9,739.04	\$ 9,739.04	\$ 9,739.04	\$ 9,739.04	\$ 9,739.04
TOTAL AMOUNT OF BASE BID						\$ 56,505.00		\$ 54,211.30		\$ 54,211.30		\$ 57,015.00		\$ 57,015.00		\$ 57,015.00

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, June 18, 2012**, for:

BID: CONTRACT NO. COS-PW-11-09
KULBIRD LANE HAZARD MITIGATION 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 \$25.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$5.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, May 30, 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-11-09
KULBIRD LANE HAZARD MITIGATION PROJECT
JUNE 18, 2012

This project shall include approximately **removal and rebuilding a retaining wall, installing sidewalk and ADA ramps, and adjusting items to grade.** 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.

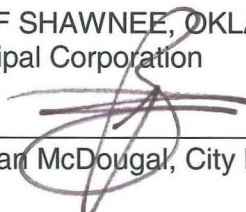
Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with 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 7:30 p.m., **Monday, June 18, 2012.** The City of Shawnee reserves the right to reject any and all bids.



Phyllis Loftis
Phyllis Loftis, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 
Brian McDougal, City Manager

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-11-09
KULHBIRD LANE HAZARD MITIGATION PROJECT

Business Name: Shell Construction Company Inc.
Contact: Donny Neibrugge
Address: 336 N. Falcon Drive OKC. Ok 73127

Telephone: 405-495-2063
Fax: 405-495-2446
Cell: _____
E-Mail: drn1021@coxinet.net
Paid for & Picked Up Specs: 5/25/12

Business Name: C-P Integrated
Contact: Steve Conley
Address: 3800 Beacon Rd. Okc,Ok 73179

Telephone: 405-732-0532
Fax: 405-732-0502
Cell: 405-823-2147
E-Mail: sconley@theshop.net
Paid for & Picked Up Specs: 5/30/12

Business Name: Rudy Construction
Contact: Phil Pratt
Address: Box 14575 Okc, OK 73113

Telephone: 405-478-9900
Fax: 405-478-9901
Cell: _____
E-Mail: ppratt@rudyconstruction.com
Paid for & Picked Up Specs: 5/30/12

Business Name: Nash Construction
Contact: Bobbie Woodrow
Address: 700 S. Irving Dr. Okc, OK 73129

Telephone: 405-672-2792
Fax: 405-672-1022
Cell: _____
E-Mail: nashcom-bcw@cox.net
Paid for & Picked Up Specs: 5/30/12

Business Name: SAC Services Inc.
Contact: Joe Martinez
Address: 3600 S. Ross Ave.

Telephone: 405-682-4948
Fax: _____
Cell: 405-834-9092
E-Mail: sacservicemt看@yahoo.com
Paid for & Picked Up Specs: 5/29/12

Business Name: Parathon Construction
Contact: Jimmy Smith
Address: 3700 NE 140th Street Edmond Ok 73013

Telephone: 405-202-0643
Fax: 1-866-391-1572
Cell: 405-202-0643
E-Mail: Jimmysmith@coxinet.net
Paid for & Picked Up Specs: 5/30/12

Regular Board of Commissioners

14. e.

Meeting Date: 07/16/2012

Award Asphalt Streets Projects

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Asphalt Streets

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

MEMORANDUM

Date: June 27, 2012

To: Brian McDougal, City Manager

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

A handwritten signature in blue ink, likely belonging to John Krywicki, is placed next to the "From:" line.

Re: Recommendation of Award for Street Contracts Opened at the
June 18, 2012 City Commission Meeting

At the June 18, 2012 City Commission meeting we opened bids received for four (4) street improvement contracts 1) Bryan & Independence Signalization Project, 2) Kickapoo & Kulhbird Lane Safety Improvements, 3) FY11-12 Rehab Asphalt Streets Project, and 4) FY11-12 Rehab Concrete Streets Project. Bid tabs (attached) have been prepared and reviewed for adequacy, and Staff would make the following recommendations.

1. **Contract COS-PW-11-08;** The Bryan & Independence Signalization Project will also include minimal widening on Independence east of Bryan to allow for a left turn bay to match the configuration of Independence on the west side of Bryan. We received three bids with the lowest and best bid being from Traffic & Lighting Systems in the amount of \$198,562.60, and staff would recommend awarding project to Traffic & Lighting Systems.
2. **Contract COS-PW-11-09;** The Kickapoo & Kulhbird Lane Safety Improvements: Kulhbird Lane is the street between Burger King and Phillips 66 out on north Kickapoo. This project will cause the wall along Kickapoo Street to be terraced back so that adequate sight distance can be achieved, providing for a safer situation for vehicles exiting Kulhbird Lane onto Kickapoo. We received three bids with the lowest and best bid being from C-P Integrated in the amount of

\$54,211.30, and staff would recommend awarding project to C-P Integrated.

3. **Contract COS-PW-11-10;** The FY11-12 Rehab Asphalt Streets Project is our annual maintenance type project whereby asphalt streets are milled down 1 ½ inches to provide for an even and smooth base in order to install a new asphalt surfacing course. Streets identified for maintenance are MacArthur Street (Leo to Acme), Independence (Kickapoo to Airport Drive), Independence (Park to Broadway), 45th Street (Kickapoo to Leo), and Bradley (Bryan to Center). We received four bids with the lowest and best bid being from Nash Construction in the amount of \$589,090.00, and would recommend awarding project to Nash Construction.
4. **Contract COS-PW-11-11;** The FY11-12 Rehab Concrete Streets Project is our annual maintenance project whereby cracked and badly broken concrete paving panels are removed and replaced at various locations throughout town. The major focus of this maintenance repair project will be on Independence from Center to Sequoyah. We received six bids with the lowest and best bid being from All Roads Paving in the amount of \$387,409.00, and would recommend awarding project to All Roads Paving.

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

COS-PW-11-10
REHAB ASPHALT STREET PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	ALL ROADS PAVING UNIT PRICE	ALL ROADS PAVING TOTAL	T.J.CAMPBELL CONSTRUCTION UNIT PRICE	TJ Campbell Construction TOTAL	NASH CONSTRUCTION UNIT PRICE	NASH CONSTRUCTION TOTAL	RUDY CONSTRUCTION UNIT PRICE	RUDY CONSTRUCTION TOTAL
1.	411 (B)	Asphalt Concrete Type B	6,800.00	TONS	\$ 77.00	\$ 523,600.00	\$ 75.50	\$ 513,400.00	\$ 60.00	\$ 408,000.00	\$ 71.00	\$ 482,800.00
2.	417	Col Milling Pavement	58,000.00	S.Y.	\$ 1.20	\$ 69,600.00	\$ 0.95	\$ 55,100.00	\$ 0.80	\$ 46,400.00	\$ 1.65	\$ 95,700.00
3.	420 (a)	Frabric Reinforcement	58,000.00	S.Y.	\$ 0.88	\$ 51,040.00	\$ 3.00	\$ 174,000.00	\$ 1.25	\$ 72,500.00	\$ 1.20	\$ 69,600.00
4.	420 (b)	Bituminous Binder	4,500.00	Gal.	\$ 3.38	\$ 15,210.00	\$ 3.25	\$ 14,625.00	\$ 5.50	\$ 24,750.00	\$ 5.75	\$ 25,875.00
5.	612 (a)	Manhole Adjust to Grade	10.00	EA.	\$ 125.00	\$ 1,250.00	\$ 450.00	\$ 4,500.00	\$ 215.00	\$ 2,150.00	\$ 400.00	\$ 4,000.00
6.	612 (a)	Inlets Adjust To Grade	11.00	EA.	\$ 110.00	\$ 1,210.00	\$ 475.00	\$ 5,225.00	\$ 195.00	\$ 2,145.00	\$ 500.00	\$ 5,500.00
7.	612 (a)	Valve Boxes Adjust To Grade	14.00	EA.	\$ 50.00	\$ 700.00	\$ 250.00	\$ 3,500.00	\$ 95.00	\$ 1,330.00	\$ 150.00	\$ 2,100.00
8.	800	Traffic Control	1.00	L.S.	\$ 6,004.80	\$ 6,004.80	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00
9.	855 (a)	Traffic Stripe (4" Yellow)(Plastic)	27,600.00	L.F.	\$ 0.56	\$ 15,456.00	\$ 0.58	\$ 16,008.00	\$ 0.60	\$ 16,560.00	\$ 0.58	\$ 16,008.00
10.	855 (a)	Traffic Stripe (Plastic) (8" Yellow)	500.00	L.F.	\$ 1.12	\$ 560.00	\$ 1.15	\$ 575.00	\$ 1.25	\$ 625.00	\$ 1.20	\$ 600.00
11.	855 (a)	Traffic Stripe (Plastic) (4" White)	10,500.00	L.F.	\$ 0.56	\$ 5,880.00	\$ 0.58	\$ 6,090.00	\$ 0.60	\$ 6,300.00	\$ 0.58	\$ 6,090.00
12.	855 (a)	Traffic Stripe (Plastic)(24" White)	450.00	L.F.	\$ 3.37	\$ 1,516.50	\$ 3.45	\$ 1,552.50	\$ 3.40	\$ 1,530.00	\$ 3.75	\$ 1,687.50
13.	855 (b)	Traffic Stripe (Plastic) (Arrows)	14.00	EA.	\$ 75.60	\$ 1,058.40	\$ 96.00	\$ 1,344.00	\$ 90.00	\$ 1,260.00	\$ 80.00	\$ 1,120.00
14.	855 (b)	Plastic Stripe (Plastic) (Words)	4.00	EA.	\$ 75.60	\$ 302.40	\$ 141.00	\$ 564.00	\$ 135.00	\$ 540.00	\$ 205.00	\$ 820.00
TOTAL AMOUNT OF BASE BID						\$ 693,388.10		\$ 803,983.50		\$ 589,090.00		\$ 718,900.50

BID TABULATION SHEET

FY11-12 REHAB ASPHALT STREETS PROJECT

COS-PWA-11-10

JUNE 18, 2012

BIDDER

AMOUNT

NASH CONSTRUCTION

Oklahoma City, OK

\$589,090.00

ALL ROADS PAVING INC

Oklahoma City, OK

\$693,388.10

RUDY CONSRUCTION CO

Oklahoma City, OK

\$718,900.50

T.J. CAMPBELL CONSTRUCTION CO

Oklahoma City, OK

\$803,983.50

COS-PW-11-10
REHAB ASPHALT STREET PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY.		ALL ROADS PAVING		ALL ROADS PAVING		T.J.CAMPBELL CONSTRUCTION		TJ Campbell Construction		NASH CONSTRUCTION		NASH CONSTRUCTION		RUDY CONSTRUCTION		RUDY CONSTRUCTION	
			NO.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1.	411 (B)	Asphalt Concrete Type B	6,800.00	TONS	\$ 77.00	\$ 523,600.00	\$ 75.50	\$ 513,400.00	\$ 60.00	\$ 408,000.00	\$ 71.00	\$ 482,800.00								
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TOTAL AMOUNT OF BASE BID						\$ 693,388.10	\$ 803,983.50	\$ 589,090.00	\$ 718,900.50											

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, June 18, 2012, for:

**BID: CONTRACT NO. COS-PW-11-10
FY 11-12 REHAB ASPHALT STREETS 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 \$25.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$5.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, June 6, 2012, at 10:00 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:

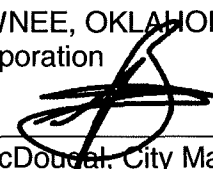
**BID: CONTRACT NO. COS-PW-11-10
FY 11-12 REHAB ASPHALT STREETS PROJECT
June 18, 2012**

This project shall include approximately a milling and overlay of the roadway. 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.

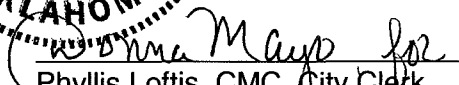
Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with 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, June 18, 2012. The City of Shawnee reserves the right to reject any and all bids.

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 
Brian E. McDougal, City Manager




Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE
PLAN HOLDER'S LIST

CONTRACT NO. COS-PW-11-10
FY 11-12 REHAB ASPHALT STREETS PROJECT

Business Name: C-P Intergrated
Contact: Steve Conley
Address: 3800 Beacon Drive Okc, Ok. 73179

Telephone: 405-732-0532
Fax: 405-732-0502
Cell: 405-823-2147
E-Mail: sconley@theshop.net
Paid for & Picked Up Specs: 5/30/12

Business Name: All roads Paving
Contact: Dave Barnett
Address: 10200 NW 10th Okc, Ok 73127

Telephone: 405-577-2944
Fax: 405-577-2942
Cell: 405-990-5255
E-Mail: allroadspaving@coxinet.net
Paid for & Picked Up Specs: 6/6/12

Business Name: Rudy Construction
Contact: Tim Brill
Address: PO Box 14575 Okc, Ok 73113

Telephone: 405-417-5229
Fax:
Cell:
E-Mail: tbrill@rudyconstruction.com
Paid for & Picked Up Specs: 6/6/12

Business Name: Nash Construction
Contact: Bobbie Woodrow
Address: 700 S. Irving Okc, Ok 73129

Telephone: 405-672-2792
Fax: 405-672-1022
Cell: _____
E-Mail: nashcon-bcw@cox.net
Paid for & Picked Up Specs: 6/11/12

Business Name: T.J. Campbell Construction
Contact: Ray Bates
Address: P.O. Box 15129 Okc,Ok 73115

Telephone: 405-672-6768
Fax: 405-672-9890
Cell: 405-552-2209
E-Mail: rbates@tjcampbell.com
Paid for & Picked Up Specs: 6/13/12

Business Name: _____
Contact: _____
Address: _____

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

Regular Board of Commissioners

14. f.

Meeting Date: 07/16/2012

Award Concrete Streets Project

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Concrete Streets

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

MEMORANDUM

Date: June 27, 2012

To: Brian McDougal, City Manager

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

A handwritten signature in blue ink, appearing to be "JK", is written over the name "John Krywicki" in the "From:" line.

Re: Recommendation of Award for Street Contracts Opened at the
June 18, 2012 City Commission Meeting

At the June 18, 2012 City Commission meeting we opened bids received for four (4) street improvement contracts 1) Bryan & Independence Signalization Project, 2) Kickapoo & Kulhbird Lane Safety Improvements, 3) FY11-12 Rehab Asphalt Streets Project, and 4) FY11-12 Rehab Concrete Streets Project. Bid tabs (attached) have been prepared and reviewed for adequacy, and Staff would make the following recommendations.

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2. **Contract COS-PW-11-09;** The Kickapoo & Kulhbird Lane Safety Improvements: Kulhbird Lane is the street between Burger King and Phillips 66 out on north Kickapoo. This project will cause the wall along Kickapoo Street to be terraced back so that adequate sight distance can be achieved, providing for a safer situation for vehicles exiting Kulhbird Lane onto Kickapoo. We received three bids with the lowest and best bid being from C-P Integrated in the amount of

\$54,211.30, and staff would recommend awarding project to C-P Integrated.

3. **Contract COS-PW-11-10;** The FY11-12 Rehab Asphalt Streets Project is our annual maintenance type project whereby asphalt streets are milled down 1 ½ inches to provide for an even and smooth base in order to install a new asphalt surfacing course. Streets identified for maintenance are MacArthur Street (Leo to Acme), Independence (Kickapoo to Airport Drive), Independence (Park to Broadway), 45th Street (Kickapoo to Leo), and Bradley (Bryan to Center). We received four bids with the lowest and best bid being from Nash Construction in the amount of \$589,090.00, and would recommend awarding project to Nash Construction.
4. **Contract COS-PW-11-11;** The FY11-12 Rehab Concrete Streets Project is our annual maintenance project whereby cracked and badly broken concrete paving panels are removed and replaced at various locations throughout town. The major focus of this maintenance repair project will be on Independence from Center to Sequoyah. We received six bids with the lowest and best bid being from All Roads Paving in the amount of \$387,409.00, and would recommend awarding project to All Roads Paving.

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

COS-PW-11-11
REHAB CONCRETE STREET PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY.		C-P INTEGRATED UNIT PRICE	C-P INTEGRATED TOTAL	A-TEC PAVING UNIT PRICE	A-TEC PAVING TOTAL	NASH CONSTRUCTION UNIT PRICE	NASH CONSTRUCTION TOTAL	All Roads Paving UNIT PRICE	All Roads Paving TOTAL
			NO.	UNIT								
1.	202 ©	Unclassified Excavation	1,000.00	C.Y.	\$ 4.71	\$ 4,710.00	\$ 8.00	\$ 8,000.00	\$ 6.00	\$ 6,000.00	\$ 6.64	\$ 6,640.00
2.	230 (a)	Solid Slab Sodding	500.00	S.Y.	\$ 5.88	\$ 2,940.00	\$ 6.00	\$ 3,000.00	\$ 4.00	\$ 2,000.00	\$ 2.00	\$ 1,000.00
3.	303	Aggregate Base	1,500.00	TONS	\$ 17.95	\$ 26,925.00	\$ 45.00	\$ 67,500.00	\$ 30.00	\$ 45,000.00	\$ 28.44	\$ 42,660.00
4.	414 (b)	6" Concrete Paving {H.E.S.}	7,500.00	S.Y.	\$ 50.59	\$ 379,425.00	\$ 36.00	\$ 270,000.00	\$ 40.00	\$ 300,000.00	\$ 34.88	\$ 261,600.00
5.	619 (b)	Concrete Pavement Removal	7,500.00	S.Y.	\$ 26.31	\$ 197,325.00	\$ 8.00	\$ 60,000.00	\$ 5.00	\$ 37,500.00	\$ 7.25	\$ 54,375.00
6.	619 (c)	Saw Cutting Exist. Paving	500.00	L.F.	\$ 4.71	\$ 2,355.00	\$ 1.50	\$ 750.00	\$ 3.00	\$ 1,500.00	\$ 3.45	\$ 1,725.00
7.	800	Traffic Control	1.00	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 12,500.00	\$ 12,500.00	\$ 5,600.00	\$ 5,600.00	\$ 8,844.00	\$ 8,844.00
8.	609 (a)	6" Integral Curb	750.00	L.F.	\$ 14.12	\$ 10,590.00	\$ 9.00	\$ 6,750.00	\$ 8.00	\$ 6,000.00	\$ 3.71	\$ 2,782.50
9.	855 (a)	Traffic Stripe (4" Yellow)(Plastic)	5,800.00	L.F.	\$ 1.22	\$ 7,076.00	\$ 1.00	\$ 5,800.00	\$ 0.85	\$ 4,930.00	\$ 0.87	\$ 5,046.00
10.	855 (a)	Traffic Stripe (Plastic) (8" Yellow)	100.00	L.F.	\$ 1.86	\$ 186.00	\$ 2.00	\$ 200.00	\$ 1.70	\$ 170.00	\$ 1.74	\$ 174.00
11.	855 (a)	Traffic Stripe (Plastic) (4" White)	100.00	L.F.	\$ 0.93	\$ 93.00	\$ 1.00	\$ 100.00	\$ 0.85	\$ 85.00	\$ 0.87	\$ 87.00
12.	855 (a)	Traffic Stripe (Plastic) (24" White)	150.00	L.F.	\$ 5.58	\$ 837.00	\$ 6.00	\$ 900.00	\$ 5.00	\$ 750.00	\$ 5.21	\$ 781.50
13.	855 (b)	Traffic Stripe (Plastic) (Arrows)	22.00	EA.	\$ 82.37	\$ 1,812.14	\$ 100.00	\$ 2,200.00	\$ 135.00	\$ 2,970.00	\$ 77.00	\$ 1,694.00
TOTAL AMOUNT OF BASE BID						\$ 637,274.14		\$ 437,700.00		\$ 412,505.00		\$ 387,409.00

COS-PW-11-11
REHAB CONCRETE STREET PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY.			CONTINENTAL CONSTRUCTION		CONTINENTAL CONSTRUCTION		RUDY Construction	
			NO.	UNIT		UNIT PRICE		TOTAL		UNIT PRICE	TOTAL
1.	202 @	Unclassified Excavation	1,000.00	C.Y.	\$	14.92	\$	14,920.00	\$	10.00	\$ 10,000.00
2.	230 (a)	Solid Slab Sodding	500.00	S.Y.	\$	3.67	\$	1,835.00	\$	2.70	\$ 1,350.00
3.	303	Aggregate Base	1,500.00	TONS	\$	40.45	\$	60,675.00	\$	31.00	\$ 46,500.00
4.	414 (b)	6" Concrete Paving {H.E.S.}	7,500.00	S.Y.	\$	45.24	\$	339,300.00	\$	36.00	\$ 270,000.00
5.	619 (b)	Concrete Pavement Removal	7,500.00	S.Y.	\$	8.63	\$	64,725.00	\$	7.00	\$ 52,500.00
6.	619 (c)	Saw Cutting Exist. Paving	500.00	L.F.	\$	8.70	\$	4,350.00	\$	4.00	\$ 2,000.00
7.	800	Traffic Control	1.00	L.S.	\$	1,090.40	\$	1,090.40	\$	4,900.00	\$ 4,900.00
8.	609 (a)	6" Integral Curb	750.00	L.F.	\$	9.45	\$	7,087.50	\$	6.00	\$ 4,500.00
9.	855 (a)	Traffic Stripe (4" Yellow)(Plastic)	5,800.00	L.F.	\$	0.88	\$	5,104.00	\$	0.90	\$ 5,220.00
10.	855 (a)	Traffic Stripe (Plastic) (8" Yellow)	100.00	L.F.	\$	1.77	\$	177.00	\$	2.00	\$ 200.00
11.	855 (a)	Traffic Stripe (Plastic) (4" White)	100.00	L.F.	\$	0.88	\$	88.00	\$	0.90	\$ 90.00
12.	855 (a)	Traffic Stripe (Plastic) (24" White)	150.00	L.F.	\$	5.30	\$	795.00	\$	6.00	\$ 900.00
13.	855 (b)	Traffic Stripe (Plastic) (Arrows)	22.00	EA.	\$	78.00	\$	1,716.00	\$	80.00	\$ 1,760.00
TOTAL AMOUNT OF BASE BID								\$ 501,862.90		\$ 399,920.00	

BID TABULATION SHEET

FY11-12 REHAB CONCRETE STREETS PROJECT

COS-PWA-11-11

JUNE 18, 2012

<u>BIDDER</u>	<u>AMOUNT</u>
<u>C-P INTEGRATED SERVICES INC.</u> Oklahoma City, OK	<u>\$637,274.14</u>
<u>A-TECH PAVING</u> Edmond, OK	<u>\$437,700.00</u>
<u>NASH CONSTRUCTION</u> Oklahoma City, OK	<u>\$412,505.00</u>
<u>ALL ROADS PAVING INC.</u> Oklahoma City, OK	<u>\$387,409.00</u>
<u>RUDY CONSTRUCTION CO</u> Oklahoma City, OK	<u>\$399,920.00</u>
<u>CONTINENTAL CONSTRUCTION CORPORATION</u> Edmond, OK	<u>\$501,862.90</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

COS-PW-11-11
REHAB CONCRETE STREET PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY. NO.	UNIT	C-P INTEGRATED UNIT PRICE	C-P INTEGRATED TOTAL	A-TEC PAVING UNIT PRICE	A-TEC PAVING TOTAL	RASH CONSTRUCTION UNIT PRICE	RASH CONSTRUCTION TOTAL	All Roads Paving UNIT PRICE	All Roads Paving TOTAL
1.	202 (c)	Unclassified Excavation	1,000.00	C.Y.	\$ 4.71	\$ 4,710.00	\$ 8.00	\$ 8,000.00	\$ 6.00	\$ 6,000.00	\$ 6.64	\$ 6,640.00
2.	230 (a)	Solid Slab Sodding	500.00	S.Y.	\$ 5.88	\$ 2,940.00	\$ 6.00	\$ 3,000.00	\$ 4.00	\$ 2,000.00	\$ 2.00	\$ 1,000.00
3.	303	Aggregate Base	1,500.00	TONS	\$ 17.95	\$ 26,925.00	\$ 45.00	\$ 67,500.00	\$ 30.00	\$ 45,000.00	\$ 28.44	\$ 42,660.00
4.	414 (b)	6" Concrete Paving (H.E.S.)	7,500.00	S.Y.	\$ 50.59	\$ 379,425.00	\$ 36.00	\$ 270,000.00	\$ 40.00	\$ 300,000.00	\$ 34.88	\$ 261,600.00
5.	619 (b)	Concrete Pavement Removal	7,500.00	S.Y.	\$ 26.31	\$ 197,325.00	\$ 8.00	\$ 60,000.00	\$ 5.00	\$ 37,500.00	\$ 7.25	\$ 54,375.00
6.	619 (c)	Saw Cutting Exist. Paving	500.00	L.F.	\$ 4.71	\$ 2,355.00	\$ 1.50	\$ 750.00	\$ 3.00	\$ 1,500.00	\$ 3.45	\$ 1,725.00
7.	800	Traffic Control	1.00	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 12,500.00	\$ 12,500.00	\$ 5,600.00	\$ 5,600.00	\$ 8,844.00	\$ 8,844.00
8.	609 (a)	6" Integral Curb	750.00	L.F.	\$ 14.12	\$ 10,590.00	\$ 9.00	\$ 6,750.00	\$ 8.00	\$ 6,000.00	\$ 3.71	\$ 2,782.50
9.	855 (a)	Traffic Stripe (4" Yellow)(Plastic)	5,800.00	L.F.	\$ 1.22	\$ 7,076.00	\$ 1.00	\$ 5,800.00	\$ 0.85	\$ 4,930.00	\$ 0.87	\$ 5,046.00
10.	855 (a)	Traffic Stripe (Plastic) (8" Yellow)	100.00	L.F.	\$ 1.86	\$ 186.00	\$ 2.00	\$ 200.00	\$ 1.70	\$ 170.00	\$ 1.74	\$ 174.00
11.	855 (a)	Traffic Stripe (Plastic) (4" White)	100.00	L.F.	\$ 0.93	\$ 93.00	\$ 1.00	\$ 100.00	\$ 0.85	\$ 85.00	\$ 0.87	\$ 87.00
12.	855 (a)	Traffic Stripe (Plastic) (24" White)	150.00	L.F.	\$ 5.58	\$ 837.00	\$ 6.00	\$ 900.00	\$ 5.00	\$ 750.00	\$ 5.21	\$ 781.50
13.	855 (b)	Traffic Stripe (Plastic) (Arrows)	22.00	EA.	\$ 82.37	\$ 1,812.14	\$ 100.00	\$ 2,200.00	\$ 135.00	\$ 2,970.00	\$ 77.00	\$ 1,694.00
TOTAL AMOUNT OF BASE BID						\$ 637,274.14		\$ 437,700.00		\$ 412,505.00		\$ 387,409.00

COS-PW-11-11
REHAB CONCRETE STREET PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY.			CONTINENTAL CONSTRUCTION		CONTINENTAL CONSTRUCTION		RUDY Construction	
			NO.	UNIT		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	202 (c)	Unclassified Excavation	1,000.00	C.Y.	\$	14.92	\$ 14,920.00	\$	10.00	\$	10,000.00
2.	230 (a)	Solid Slab Sodding	500.00	S.Y.	\$	3.67	\$ 1,835.00	\$	2.70	\$	1,350.00
3.	303	Aggregate Base	1,500.00	TONS	\$	40.45	\$ 60,675.00	\$	31.00	\$	46,500.00
4.	414 (b)	6" Concrete Paving (H.E.S.)	7,500.00	S.Y.	\$	45.24	\$ 339,300.00	\$	36.00	\$	270,000.00
5.	619 (b)	Concrete Pavement Removal	7,500.00	S.Y.	\$	8.63	\$ 64,725.00	\$	7.00	\$	52,500.00
6.	619 (c)	Saw Cutting Exist. Paving	500.00	L.F.	\$	8.70	\$ 4,350.00	\$	4.00	\$	2,000.00
7.	800	Traffic Control	1.00	L.S.	\$	1,090.40	\$ 1,090.40	\$	4,900.00	\$	4,900.00
8.	609 (a)	6" Integral Curb	750.00	L.F.	\$	9.45	\$ 7,087.50	\$	6.00	\$	4,500.00
9.	855 (a)	Traffic Stripe (4" Yellow)(Plastic)	5,800.00	L.F.	\$	0.88	\$ 5,104.00	\$	0.90	\$	5,220.00
10.	855 (a)	Traffic Stripe (Plastic) (8" Yellow)	100.00	L.F.	\$	1.77	\$ 177.00	\$	2.00	\$	200.00
11.	855 (a)	Traffic Stripe (Plastic) (4" White)	100.00	L.F.	\$	0.88	\$ 88.00	\$	0.90	\$	90.00
12.	855 (a)	Traffic Stripe (Plastic) (24" White)	150.00	L.F.	\$	5.30	\$ 795.00	\$	6.00	\$	900.00
13.	855 (b)	Traffic Stripe (Plastic) (Arrows)	22.00	EA.	\$	78.00	\$ 1,716.00	\$	80.00	\$	1,760.00
TOTAL AMOUNT OF BASE BID							\$ 501,862.90			\$ 399,920.00	

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, June 18, 2012**, for:

**BID: CONTRACT NO. COS-PW-11-11
FY 11-12 REHAB CONCRETE STREETS 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 \$25.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$5.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, June 6, 2012, at 10:00 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:

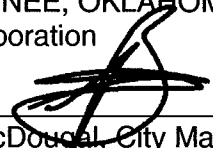
**BID: CONTRACT NO. COS-PW-11-11
FY 11-12 REHAB CONCRETE STREETS PROJECT
June 18, 2012**

This project shall include approximately removal and replacement of concrete roadway. 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, June 18, 2012**. The City of Shawnee reserves the right to reject any and all bids.

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 
Brian E. McDougal, City Manager




Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE
PLAN HOLDER'S LIST

CONTRACT NO. COS-PW-11-11
FY 11-12 REHAB CONCRETE STREETS PROJECT

Business Name: Rudy Construction
Contact: Tim Brill
Address: PO Box 14575 Okc, Ok 73113

Telephone:
Fax:
Cell: 405-417-5229
E-Mail: tbrill@rudyconstruction.com
Paid for & Picked Up Specs: 6/6/12

Business Name: A-Tec Paving
Contact: Joy Doyle
Address: PO Box 2865 Edmond Ok.73083

Telephone: 405-418-4741
Fax: 405-418-4743
Cell: 405-209-9251
E-Mail: a-tecpaving@yahoo.com
Paid for & Picked Up Specs: 6/6/12

Business Name: Continental Construction Corporation
Contact: Katy Watson
Address: 10900 Hefner Pointe Drive Suite 202 Okc, Ok 73120

Telephone: 405-286-5588
Fax: 405-286-5589
Cell:
E-Mail: kwatson@mlyoung.com
Paid for & Picked Up Specs: 6/11/12 Mailed

Business Name: C-P Intergrated
Contact: Steve Conley
Address: 3800 Beacon Dr. Okc, Ok 73179

Telephone: 405-732-0532
Fax: 405-732-052
Cell: 405-823-2147
E-Mail: sconley@theshop.net
Paid for & Picked Up Specs: 5/30/12

Business Name: SAC Services Inc.
Contact: Joe Martinez
Address: 3600 S. Ross Ave. Okc, Ok 73119

Telephone: 405-682-4948
Fax: 405-686-0880
Cell: 405-834-9092
E-Mail: sacservicemt@yahoo.com
Paid for & Picked Up Specs: 5/30/12

Business Name: All Roads Paving
Contact: Dave Barnett
Address: 10200 NW10th Okc, Ok 73127

Telephone: 405-577-2944
Fax: 405-577-2942
Cell: 405-990-5255
E-Mail: allroadspaving@coxinet.net
Paid for & Picked Up Specs: 6/6/12

Business Name: Nash Construction
Contact: Bobbie Woodrow
Address: 700 S. Irving Okc,Ok 73129

Telephone: 405-672-2792
Fax: 405-672-1022
Cell:
E-Mail: nashcon-bcw@cox.net
Paid for & Picked Up Specs: 6/11/12

Business Name:
Contact:
Address:

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

Business Name:
Contact:
Address:

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

Regular Board of Commissioners

14. g.

Meeting Date: 07/16/2012

Award Demo 217 N Beard

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Demolition of 217 N. Beard (Award)

Attachments

Demo 217 N Beard



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

MEMORANDUM

AGENDA: July 2, 2012

TO: Shawnee City Commission

FROM: Justin Erickson, Planning Director 

RE: Bid Award – 217 N. Beard (Al & James Building)

Upon review of the bids, I recommend that the City Commission award the bid to M&M Wrecking, Inc. of Blanchard, Oklahoma in the amount of **\$43,723**. This is the lowest and best bid. The bid includes both demolition of the structure and the abatement of asbestos in accordance with State and Federal requirements.

M&M Wrecking routinely does demolition work for the City of Shawnee and I am confident in their ability to complete the job in a professional and timely manner.

Once the building is removed, the City will make site improvements to create additional off-street parking, which will improve the overall parking situation along Broadway, Beard and 9th Street.

BID TABULATION SHEET

THE DEMOLITION OF STRUCTURE LOCATED AT 217 N. BEARD

JUNE 18, 2012

<u>BIDDER</u>	<u>AMOUNT</u>
<u>MIDWEST WRECKING CO</u> Edmond, OK	<u>\$ 83,485</u>
<u>A-1 DOZER</u> Shawnee, OK	<u>\$ 59,400</u>
<u>K & M WRECKING LLC</u> Oklahoma City, OK	<u>\$ 52,300</u>
<u>M & M WRECKING INC.</u> Blanchard, OK	<u>\$ 43,723</u>
<u>SOUTHERN ROCK EQUIPMENT</u> Davis, OK	<u>\$ 87,700</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

CITY OF SHAWNEE NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Shawnee, City Clerk, 16 W. 9th Street, P.O. Box 1448, Shawnee, Oklahoma 74802-1448, up to 4:00 p.m., Monday, June 18, 2012, for:

THE DEMOLITION OF STRUCTURE LOCATED AT 217 N. BEARD

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the bid item and date.

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

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9th St. Shawnee, Oklahoma 74801, at 6:30 p.m., Monday, June 18, 2012.

Bid packets are available at the Planning Department located at 222 N. Broadway, Shawnee, OK 74801. Please contact Randy Wesley at 878-1602 for more information.

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

Publication – Shawnee News-Star:

May 27

June 3

BIDDER'S LIST FOR

217 N. BEARD

DATE TO BE OPENED: 6-18-12

Business Name: ROBERT WINROW

Contact:

Address: P O BOX 81

EARLSBORO OK 74840

Telephone: 405 997 5443

E-Mail:

Business Name: A-DOZER

Contact: JIM MARTIN

Address: 38107 45TH STREET

SHAWNEE OK 74804

Telephone: 405 275 4048

E-Mail:

Business Name: RAY'S TRUCKING

Contact:

Address: P O BOX 82803

OKLA CITY OK 73148

Telephone: 405 381 4117

E-Mail:

Business Name: K & M DIRT SERVICE

Contact: DUANE ALLEN

Address: P O BOX 891920

OKLA CITY OK 73189

Telephone: 405 691 5100

E-Mail: _____

Business Name: M & M WRECKING

Contact: _____

Address: 860 COUNTY STREET 2990

BLANCHARD OK 73010

Telephone: 405 392 4362

E-Mail: _____

Business Name: MIDWEST WRECKING

Contact: _____

Address: P O BOX 14668

OKLA CITY OK 73113

Telephone: 405 478 8833

E-Mail: _____