

AGENDA
BOARD OF CITY COMMISSIONERS
May 16, 2017 AT 6:30 P.M.
RESCHEDULED FROM MAY 15, 2017
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

1. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 7.
 - b. Minutes from the May 1, 2017 regular meeting.
 - c. Acknowledge the following reports and minutes:
 - License Payment Report for April 2017
 - Project Payment Report for April 2017
 - Shawnee Urban Renewal Authority Minutes from February 7, 2017 meeting
 - Planning Commission Minutes from April 5, 2017 meeting
 - d. Acknowledge resignation of Michael Affentranger from the Planning Commission effective May 15, 2017.
 - e. Mayor's Appointments

Shawnee Planning Commission

David Bergsten	2 nd Full Term	Expires 6/1/2020
<i>Reappointment</i>		

Tom Rowell	1 st Full Term	Expires 6/1/2021
<i>Replaces Dell Kerbs - Resigned</i>		

Zoning Board of Adjustment

William Kirkland	1 st Full Term	Expires 6/1/2020
<i>Reappointment</i>		

f. Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 4 Seck Tract, 33712 Post Office Neck

From: Dana Burton

To: Tod and Lori Harrison

(Deferred from April 3, 2017 City Commission Meeting)

Lot 10 Hart Tract, 16309 Hart Road

From: Steve and Sheila Walker

To: Daniel and Marie Haderer

Lot 11 Hart Tract, 16315 Hart Road

From: Steve and Sheila Walker

To: Daniel and Marie Haderer

Lot 12 Hart Tract, 16319 Hart Road

From: Steve and Sheila Walker

To: Daniel and Marie Haderer

- g. Acceptance of the Library Cooling Tower & Heat Pump Rehab Project and placing the bonds and warranties into effect.
- h. Accept public improvements, i.e. sanitary sewer, water line, and paving/drainage for the Shawnee Auto Mall Addition, placing maintenance bonds into effect, authorizing obtainment of signatures and recording of the final plat.
- i. Accept public water line for the Life Church property located at 5113 N. Harrison Ave. and placing maintenance bonds into effect.

2. Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

- 3. Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Jeremy Brown.
- 4. Public hearing and consideration of an ordinance to rezone property located at 4720 North Harrison Street from A-1; Rural Agricultural District to C-3; Highway Commercial District. Case No. P05-17. Applicant: Nelmon Brauning.
- 5. Acknowledge Sales Tax Report received May 2017.
- 6. City Manager Report
- 7. Consider Bids:
 - a. FY 16-17 Rehab Concrete Streets Project, Contract No. COS-PW-16-04 (Open)
 - b. Gateway & Park Signage Project, Contract No. COS-PW-16-05 (Open)

8. New Business

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

9. Commissioners Comments

10. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

1.a.

Meeting Date: 05/16/2017

Opening of bids

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 7.

Attachments

No file(s) attached.

Regular Board of Commissioners

1.b.

Meeting Date: 05/16/2017

CC Minutes

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 1, 2017 regular meeting.

Attachments

CC Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
MAY 1, 2017 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, May 1, 2017 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Vice Mayor Harrod presided and called the meeting to order. Upon roll call, the following members were in attendance.

Richard Finley
Mayor

Dub Bushong
Commissioner Ward 1

Ron Gillham
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Darren Rutherford
Commissioner Ward 4

Lesa Shaw
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

The Lord's Prayer

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the April 17, 2017 regular meeting.
- b. Mayor's Appointments

Shawnee Planning Commission

Susie Clinard 2nd Full Term Expires 6/1/2020
Reappointment

Robbie Kienzle 2nd Full Term Expires 6/1/2020
Reappointment

Link Cowen	2 nd Full Term	Expires 6/1/2020
<i>Reappointment</i>		

Shawnee Housing Authority
Paul Pounds 1st Full Term Expires 2/4/2020
Replaces Rebecca Carter – Termed Out

c. Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 15 Magnino Tract, 16700 Clearpond Lane

From: Robby and Deborah Parson

To: Donald Lovelace and Shawn Smothers

A motion was made by Commissioner Shaw, seconded by Commissioner Gillham, to approve Consent Agenda Item Nos. 1(a-c). Motion carried 7-0.

AYE: Shaw, Gillham, Harrod, Finley, Rutherford, Salter, Bushong

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

Mayor Finley announced that he would allow limited commission dialogue with citizens during this item.

Shawnee Public Library Branch Manager Karen Bays-Winslow thanked Director of Operations James Bryce, Deputy Director of Operations Geoff Garner, City Manager Justin Erickson, and the City Commissioners for the new heating and air conditioning units installed at the Shawnee Public Library.

AGENDA ITEM NO. 3:

Mayor' Proclamations:

“Better Hearing Month”

May 2017

Dr. Kurt Kalies accepted the Mayor's Proclamation for "Better Hearing Month" presented by Mayor Finley.

“Community Action Month”
May 2017

Ms. Tracy Meeuwsen and other representatives of Central Oklahoma Community Action Association (COCAA) accepted the Mayor’s Proclamation for “Community Action Month” presented by Mayor Finley.

“National Travel and Tourism Week”
May 7-13, 2017

Ms. Emily Lutz with Visit Shawnee, Inc. accepted the Mayor’s Proclamation for “National Travel and Tourism Week” presented by Mayor Finley.

“National Law Enforcement Week”
May 14-20, 2017

Police Chief Mason Wilson accepted the Mayor’s Proclamation for “National Law Enforcement Week” presented by Mayor Finley.

AGENDA ITEM NO. 4:

Presentation by Vyve Communications regarding customer service and technical enhancements.

City Manager Justin Erickson introduced the General Manager of Vyve Broadband Dave Harwood. Mr. Harwood stated that Vyve employs almost one hundred people in the Shawnee area and currently provides services to nine states. Mr. Harwood introduced Charlie Hembree and Ken Jameson of Vyve Broadband to further explain the enhancements their company has made. Mr. Jameson explained that Vyve Broadband has greatly improved their customer satisfaction ratings. He stated that Vyve had recruited experienced field staff technicians to help provide a high quality of customer service. A series of questions were asked by Commissioner Shaw and responded to by Vyve staff.

AGENDA ITEM NO. 5:

Consider approval of Insurance Work Group recommendation to award the FY 2017-2018 insurance policies to Blue Cross/Blue Shield, Delta Dental and Vision Service Plan (VSP).

Finance Director Cindy Arnold introduced Mr. Dustin Brand with Insurica. Mr. Brand explained the current insurance provider, Blue Cross and Blue Shield, originally quoted an 11.6 percent increase in rates. Insurica was able to negotiate that increase down to 5 percent. Mr. Brand stated that the Insurance Work Group had chosen to add a Preferred Pharmacy Program and maintain the three current plan options. Commissioner Shaw asked if this included union and non-union employees. Staff advised that this would be negotiated with the unions once it has been approved. Mr. Brand also noted there are no changes to the city's dental plan with Delta Dental or vision plan with VSP.

Cindy Arnold requested the Commission approve the City of Shawnee paying one-half of the cost of the five percent insurance rate increase. The remaining one-half will be paid by the employee. A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to accept BlueCross BlueShield's insurance proposal, approve the City to pay one-half of the five-percent health insurance increase and accept staff's recommendation on Delta Dental and VSP. Motion carried 7-0.

AYE: Harrod, Shaw, Salter, Bushong, Gillham, Finley, Rutherford

NAY: None

AGENDA ITEM NO. 6:

Consider Bids:

a. Fire Station No. 2 Rehab Project (Award)

Fire Chief Dru Tischer announced that five (5) bids were received and after review and consideration it is staff's recommendation to award the bid to Jim Cooley Construction of Oklahoma City, Oklahoma. This includes acceptance of the base bid price of \$974,000.00 and alternates No. 2 (Entry Tower), No. 4A (Painted Steel Casework), No. 5 (Exterior Brick Veneer), No. 6 (Concrete Slab Finish), no. 8 (Glass Overhead Doors), and No. 9 (Site Work) totaling \$1,280,620.00; with the possibility of reexamining alternates No. 3A (Steel Trellis), No. 3B (Wood Trellis), and No. 7 (Brick Screen Wall). Chief Tischer also asked for acceptance of the unit pricing of \$400.00 per 10 linear foot of any needed additional brick ledge that may be required. It was noted that the estimated

completion time would be 275 days.

Chief Tischer then responded to questions from Commissioners.

A motion was made by Commissioner Rutherford, seconded by Commissioner Gillham, to approve Jim Cooley Construction's base bid of \$974,000.00 with alternates 2, 4A, 5, 6, 8, and 9 totaling \$1,280,620.00, and the acceptance of the unit pricing of \$400.00 per 10 linear foot of any needed additional brick ledge; with the possibility of reexamining alternates 3A, 3B, and 7, if acceptable value of engineering options become available at a later date. Motion carried 7-0.

AYE: Rutherford, Gillham, Harrod, Finley, Shaw, Salter, Bushong

NAY: None

AGENDA ITEM NO. 7:

Administrative Reports

a. Upcoming Public Meetings – Justin Erickson, City Manager

City Manager Justin Erickson stated that four strategic planning meetings would be held this month. Mr. Erickson explained that the meetings would be held in an open house format at varying times and locations to encourage more citizen participation.

Mr. Erickson said that a public meeting will be held to discuss park planning efforts on Thursday, May 18, 2017, at 6:30 p.m. at the Heart of Oklahoma Exposition Center.

AGENDA ITEM NO. 8:

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

There was no New Business.

AGENDA ITEM NO. 9:

Commissioners Comments

Commissioner Gillham commented on the insurance and pharmacy plan prices.

Commissioner Gillham spoke about the bulk trash pickup taking place during the first full week of each month. He is concerned that this is too confusing and is causing items to be left out in the area too long. Mr. Gillham also mentioned the polycarts being left out at the curb for prolonged periods of time.

Commissioner Gillham stated he had recently visited the Shawnee Middle School tennis courts and wants the City to look into putting up windscreens at all tennis courts.

Vice Mayor Harrod said he appreciates the time City Manager Justin Erickson and Fire Chief Dru Tischer have dedicated to the design and planning of the new fire station.

Commissioner Rutherford thanked staff for their work on the new fire station.

Commissioner Shaw echoed sentiments of appreciation to all parties regarding Fire Station No. 2.

Commissioner Shaw encouraged Oklahoma State Legislators to think of the state's teachers in their budget deliberations.

Commissioner Shaw asked citizens to have pride in their neighborhood by taking care of lawns and emphasizing landscaping. She reiterated not leaving polycarts at the curb after garbage has been collected.

Commissioner Shaw thanked all Law Enforcement Officers and Police Chief Mason Wilson for everything they do. She thanked the Shawnee Public Library for their community involvement. Commissioner Shaw also thanked Safe Events for Families (SEFF) and Visit Shawnee, Inc. (VSI) for keeping Shawnee moving forward.

Commissioner Salter said Vyve Broadband has extended their office hours to now be open five days a week. He said this is a positive step in customer service.

Mayor Finley thanked law enforcement for their very serious and dangerous job. He also thanked the City's Insurance Work Group.

Mayor Finley said that a budget session has been scheduled for May 31, 2017 at the Heart of Oklahoma Exposition Center.

Mayor Finley announced that Greg Gallman had recently acquired Wolverine Tube, Inc., and stated that over 500 jobs would be secured by this acquisition.

AGENDA ITEM NO. 10:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:30 p.m.)

RICHARD FINLEY, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners**1.c.**

Meeting Date: 05/16/2017

Rpts and Mins

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for April 2017
- Project Payment Report for April 2017
- Shawnee Urban Renewal Authority Minutes from February 7, 2017 meeting
- Planning Commission Minutes from April 5, 2017 meeting

Attachments

License Pymt Rpt

Project Pymt Rpt

SURA Minutes

Planning Minutes

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION		FEE	===== PAYMENT DISTRIBUTION =====			TOTAL PAI
				PENALTY	TAX	INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	3	75.00CR				75.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	21	315.00CR				315.00
AUCD	AUCTION LICENSE FEE ONE DAY	1	10.00CR				10.00
BOATREG	BOAT REGULAR PERMIT	60	1,560.00CR				1,560.00
CONCD	CONCESSION STAND DAILY LICENSE	1	2.50CR				2.50
DEMOL	DEMOLITION LICENSE FEE	1	75.00CR				75.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	8	800.00CR				800.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	8	600.00CR				600.00
EXT	EXTERMINATOR LICENSE FEE	1	25.00CR				25.00
FISHANNUAL	FISHING ANNUAL FEE	50	750.00CR				750.00
IMERC	ITINERANT MERCHANT FEE	2	100.00CR				100.00
LAKEINSP	LAKE LEASE INSPECTION	2	150.00CR				150.00
LAKELEASE	LAKE LEASE	10	6,890.00CR				6,890.00
LAKEXFER	LAKE LEASE TRANFER FEE	1	1,000.00CR				1,000.00
MECH1	MECHANICAL CONTRACTOR INTIAL	3	300.00CR				300.00
MECH2	MECHANICAL CONTRACTOR RENEW	13	975.00CR				975.00
MIXER	MIXED BEVERAGE RENEWAL	1	900.00CR				900.00
PLUM1	PLUMBING CONTRACTOR INITIAL	6	600.00CR				600.00
PLUM2	PLUMBING CONTRACTOR RENEW	11	825.00CR				825.00
RESAL	RESIDENTIAL SALE	39	390.00CR				390.00
SIGN	SIGN HANGERS LICENSE FEE	3	225.00CR				225.00
SNOWC	SNOW CONE STAND LICENSE FEE	1	25.00CR				25.00
STORM	STORM CELLAR LICENSE FEE	1	75.00CR				75.00
TREE	TREE TRIMMING LICENSE FEE	2	50.00CR				50.00
TOTAL			16,717.50CR				16,717.50

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	2,425.93CR
B2-ADD	BUILDING CONSTRUCTION ADD	3,871.15CR
B3-REMODEL	BUILDING CONSTRUCTION REM	3,891.80CR
B4-SHELTER	BUILDING SHELTER	59.00CR
B4-STORAGE	BUILDING STORAGE SHED	214.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	152.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,056.50CR
P2-ADD	PLUMBING ADDITION	154.50CR
P3-REMODEL	PLUMBING REMODEL	527.50CR
P4-WELL	WELL PERMIT	100.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	120.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	75.00CR
X-DEMO	DEMOLITION PERMIT	50.00CR
X-SIGN	SIGN PERMIT	175.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	69.00CR
Z-BOAAPP	BOA APPLICATION	90.00CR
Z-OCCUP	OCCUPANCY PERMIT	200.00CR
Z-REZONING	REZONING REQUEST	280.00CR
TOTAL		13,512.38CR

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	236.00CR
001-4202	BUILDING PERMITS	9,876.88CR
001-4203	PLUMBING PERMITS	760.00CR
001-4204	ELECTRICAL PERMITS	130.00CR
001-4205	ZONING PERMITS & APPLICATIONS	370.00CR
001-4206	HEATING & A/C PERMITS	980.00CR
001-4249	OTHER PERMITS	485.00CR
001-4822	OTHER MISC. REVENUE	29.50CR
101-4249	OTHER PERMITS	195.00CR
501-4510	WATER TAPS	450.00CR
799-1023	BANCFIRST GENERAL	13,512.38

SHAWNEE URBAN RENEWAL AUTHORITY MINUTES OF FEBUARY 7, 2017

The Board of Commissioners of the ***Shawnee Urban Renewal Authority*** met for a regular meeting Tuesday, February 7, 2017 at 9:00 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

Chairman Tiffany Barrett called the meeting to order at 9:05 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

Chairman	Tiffany Barrett
Commissioner	Larry Gill
Commissioner	Renee' Wortham

Absent: Commissioner Stephen Rice

Guest: Johnie Maxwell

Also present:

Justin Debruin, Planning Director
Bryan Logan, CDBG Program Manager, SURA
Karen Drain, Secretary, SURA
Elaine Shrum, Administrative Specialist, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of October 4, 2016 was made by ***Commissioner Gill***, seconded by ***Commissioner Wortham***. Motion carried with no abstentions.

VOTING YES: Barrett, Gill and Wortham
VOTING NO: None

**AGENDA ITEM NO. 4
APPROVAL OF CLAIMS:**

A motion to approve claims totaling \$ 103,200.35 was made by ***Commissioner Gill***, seconded by ***Commissioner Wortham***. Motion carried with no abstentions.

VOTING YES: Barrett, Gill and Wortham
VOTING NO: None

**AGENDA ITEM NO. 5
SWEAR IN NEW BOARD MEMBER**

Bryan Logan, CDBG Program Manager swore in Johnie Maxwell as the new SURA Board Commissioner.

**AGENDA ITEM NO. 6
ELECT NEW VICE-CHAIRMAN**

A motion to elect ***Commissioner Rice*** as Vice Chairman was made by ***Commissioner Gill***, seconded by ***Commissioner Wortham***. Motion carried with no abstentions.

VOTING YES: Barrett, Gill, Maxwell and Wortham
VOTING NO: None

**AGENDA ITEM NO. 7
REQUEST FOR ASSISTANCE:**

Bryan Logan, CDBG Program Manager reported on the following requests for assistance:

a) Home Repair: Aaron & Elizabeth Keffer, 920 E. 7th

A motion to approve the request for assistance was made by ***Commissioner Gill***, seconded by ***Commissioner Wortham***. Motion carried with no abstentions.

VOTING YES: Barrett, Gill, Maxwell and Wortham
VOTING NO: None

b) Home Repair: Anita JoAnn Johnson, 820 S. Union

A motion to approve the request for assistance was made by ***Commissioner Gill***, seconded by ***Commissioner Wortham***. Motion carried with no abstentions.

VOTING YES: Barrett, Gill, Maxwell and Wortham
VOTING NO: None

c) Emergency Assistance: Jessica Cross, 602 N. Bell

A motion to approve the request for assistance was made by ***Commissioner Gill***, seconded by ***Commissioner Wortham***. Motion carried with no abstentions.

VOTING YES: Barrett, Gill, Maxwell and Wortham
VOTING NO: None

d) Home Repair: Johnie Maxwell, 1004 N. Union

A motion to approve the request for assistance was made by ***Commissioner Gill***, seconded by ***Commissioner Wortham***. Motion carried with one abstention.

VOTING YES: Barrett, Gill and Wortham
VOTING NO: None
ABSTAIN: Maxwell

e) Home Repair: Bonnie Allen, 1127 N. Market

A motion to approve the request for assistance was made by ***Commissioner Gill***, seconded by ***Commissioner Wortham***. Motion carried with no abstentions.

VOTING YES: Barrett, Gill, Maxwell and Wortham
VOTING NO: None

f) Home Repair: Martye McCall, 3 Bingham Circle

A motion to approve the request for assistance was made by ***Commissioner Gill***, seconded by ***Commissioner Wortham***. Motion carried with no abstentions.

VOTING YES: Barrett, Gill, Maxwell and Wortham
VOTING NO: None

**AGENDA ITEM NO. 8
UPDATE ON BID OPENINGS:**

Bryan Logan, CDBG Program Manager reported the following results:

a) Emergency Assistance: Calvin Franklin, 905 N. Center

Bid was awarded to Patterson Roofing

b) Emergency Assistance: Patsy Sharp, 140 S. Dixon

Bid was awarded to A/C Doctors

c) Home Repair: Anita JoAnn Johnson, 820 S. Union

Bid was awarded to Patterson Roofing

d) Emergency Assistance: Cynthia Butler, 314 N. Park

Bid was awarded to David VanBrunt

e) Home Repair: Johnnie Maxwell, 1004 N. Union

Bid was awarded to OPES

f) Home Repair: Aaron & Elizabeth Keffer, 920 E. 7th

Bid was awarded to David VanBrunt

**AGENDA ITEM NO. 9
OLD/NEW BUSINESS:**

There was no Old or New Business.

**AGENDA ITEM NO. 10
PROGRAM MANAGER'S REPORT:**

Bryan Logan, CDBG Program Manager reported that applications were really slow the last quarter of last year, but is picking up now.

AGENDA ITEM NO. 11
ADJOURNMENT

There being no further business to come before the Board at this time, a motion to adjourn at 9:55 was made by **Commissioner Gill** seconded by **Commissioner Wortham**. Motion carried with no abstentions.

VOTING YES: Barret, Gill, Maxwell and Wortham
VOTING NO: None

Abstain from meeting

Chairman, Tiffany Barrett


Secretary Larry Gill

PLANNING COMMISSION MINUTES

DATE: APRIL 5TH, 2017

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, April 5th, 2017 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1: Roll Call

Upon roll call the following members were present:

Present: Clinard, Bergsten, Cowen, Affentranger

Absent: Kienzle

Meeting was called to Order.

AGENDA ITEM NO. 2: Consideration of Approval of the minutes from the February 1st, 2017 Planning Commission Meeting

Chairman Bergsten asked if the Board had time to review the minutes and if there were any questions or comments. Vice-Chairman Cowen made a motion to approve, seconded by Commissioner Clinard.

Motion passed:

AYE: Clinard, Bergsten, Cowen, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 3: Citizen's Participation

Chairman Bergsten opened the public portion of the meeting and announced that this is an open time for discussion for those with questions on topics not on the Agenda and asked if anyone would like to come forward. No one came forward and Chairman Bergsten closed the public portion of the meeting.

AGENDA ITEM NO. 4: Swearing in of Craig Walker to the Planning Commission

Craig Walker was sworn in.

AGENDA ITEM NO. 5: Blue Zones Presentation

John Warder gave a presentation on the Blue Zone project.

AGENDA ITEM NO. 6: Case #P01-17 – A public hearing for consideration of approval of a Rezone from R-1; Single Family Residential District to C-3; Highway Commercial District, located at 1012, 1016 and 1018 North Kickapoo Street, Shawnee, OK

Applicant: Nelmon Brauning

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin stated the purpose of rezone was to construct a storage building and that Staff does not object to the rezone but there is concern regarding the storage aspect along Kickapoo Street. Justin Debruin discussed beautification measures and construction requirements. Chairman Bergsten questioned the parking and landscape requirements and Mr. Debruin responded with mentioning that site will be required to have landscaping, off street parking and sight proof fencing. Commissioner Clinard asked if there were plans to widen Kickapoo in that area and Mr. Debruin agreed. Commissioner Clinard commented on the surrounding residential zoning and storage uses. Vice-Chairman Cowen stated his belief that the storage facility would not have a negative impact on the area. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. Holly Anthony came forward to speak in favor. Chairman Bergsten closed the public portion of the meeting and asked if there were any comments, questions or a motion from the Commissioners. Vice-Chairman Cowen made a motion to approve, seconded by Commissioner Affentranger.

Motion passed:

AYE: Walker, Bergsten, Cowen, Affentranger

NAY: Clinard

ABSTAIN:

AGENDA ITEM NO. 7:

Case #P02-17 – A public hearing for consideration of approval of a Rezone from R-2; Combined Residential District to I-3; Heavy Industrial District, located at 10 and 20 East Farrall Street and 524 South Bell Street, Shawnee, OK

Applicant: Joe Ford

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commissioners that the properties were combined properly for future expansion at the Shawnee Mill. Staff has no objection to the rezone. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. Joe Ford came forward to speak in favor. Chairman Bergsten closed the public portion of the meeting and asked if there were any comments, questions or a motion from the Commissioners. Commissioner Clinard made a motion to approve, seconded by Commissioner Affentranger.

Motion passed:

AYE: Clinard, Walker, Bergsten, Cowen, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 8:

Case #P03-17 – A public hearing for consideration of approval of a Rezone from R-2; Combined Residential District to C-3; Highway Commercial District, located at 525 South Kickapoo Street, Shawnee, OK

Applicant: Don Waller

Chairman Bergsten asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin stated the request for rezone was to construct an ice/water vending machine that is allowed on C-3 zoned properties. Justin Debruin explained that site will be required to have landscaping, off street parking and sight proof fencing, along with beautification standards. Staff has no objection to the rezone request. Chairman Bergsten asked if applicant was aware of the widening of Kickapoo Street and Mr. Debruin agreed. Commissioner Clinard asked if the ice machines are similar to others in town and Justin Debruin mentioned he had not seen any plans for it. Commissioner Clinard also questioned the beautification/landscaping standards and Mr. Debruin responded with the requirements. Chairman Bergsten opened the public portion of the meeting and asked if anyone in opposition to the case would like to come forward to speak. No one came forward and Chairman Bergsten asked if anyone in favor would like to come forward. No one came forward to speak in favor. Chairman Bergsten closed the public portion of the meeting and asked if there were any comments, questions or a motion from the Commissioners. Commissioner Affentranger made a motion to approve, seconded by Vice-Chairman Cowen.

Motion passed:

AYE: Clinard, Walker, Bergsten, Cowen, Affentranger

NAY:

ABSTAIN:

AGENDA ITEM NO. 9:

Planning Director's Report

Justin Debruin discussed the Blue Zones project and went over the board terms expiring June 1st. Chairman Bergsten asked for an update on new commercial construction. Commissioner Clinard questioned the number of entrances/exits for the new Sonic on Harrison Street. Vice-Chairman Cowen asked for an update on the Dagiva Property on Main Street. Mr. Debruin updated Craig Walker on the Downtown Property Maintenance Code. Commissioner Clinard asked for an update on the sidewalks being constructed by the Avedis Foundation. Commissioner Affentranger remarked about the unsightly grass on the curbs between the sidewalks off Bryan Street. Justin Debruin discussed plans for updating the comprehensive plans and subdivision regulations in the future.

AGENDA ITEM NO. 10:

Commissioners Comments and/or New Business

No Comments or New Business.

AGENDA ITEM NO. 11:

Adjournment

Meeting was adjourned.



Chairman/Vice-Chairman

Cheyenne Pettigrew
Planning Commission Secretary

Regular Board of Commissioners

1.d.

Meeting Date: 05/16/2017

Affentranger Resig.

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge resignation of Michael Affentranger from the Planning Commission effective May 15, 2017.

Attachments

Affentranger Resig.

May 3, 2017

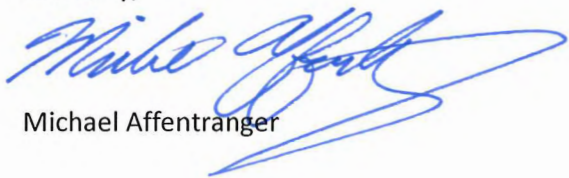
Mr. Justin DeBruin
Community Development Director
City of Shawnee
222 N. Broadway
Shawnee, OK 74801

Mr. DeBruin,

I regretfully inform you that I must resign my position as planning commissioner effective May 15, 2017. I have recently agreed to sell my home which is in Shawnee City limits and the closing of the sale is set for late May. Once I move I will be residing in the South Rock Creek area which will be outside Shawnee City limits.

I have enjoyed serving on the planning commission and wish the commission well moving forward.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Affentranger", is written over a light blue rectangular background.

Michael Affentranger

Regular Board of Commissioners**1.e.**

Meeting Date: 05/16/2017

Mayor's Appointments

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments

Shawnee Planning Commission

David Bergsten	2 nd Full Term	Expires 6/1/2020
<i>Reappointment</i>		

Tom Rowell	1 st Full Term	Expires 6/1/2021
<i>Replaces Dell Kerbs - Resigned</i>		

Zoning Board of Adjustment

William Kirkland	1 st Full Term	Expires 6/1/2020
<i>Reappointment</i>		

Attachments

Bergsten App.

Rowell App.

Kirkland App.



APPLICATION TO SERVE
Boards, Committees and Commissions

- ☐ Appointment
☒ Reappointment – Partial/First/Second Term

Name: <u>DAVID BERGSTEN</u>	Application Date: <u>5-3-17</u>
Address: <u>609 POOL CT, SHAWNEE</u>	Date of Birth: <u>9-3-64</u>
Mailing Address: _____	
Daytime Phone: <u>405-990-9689</u> Fax: _____	Email: <u>dbergsten2@gmail.com</u>
Profession: <u>ACCOUNTANT</u>	
Business Name: <u>UNITED DYNAMICS, INC.</u>	
Business Address: <u>41901 WOLVERINE RD, SHAWNEE</u>	
Business Phone: <u>405-275-8041</u> Fax: _____	Email: <u>david.bergsten@united-dynamics.com</u>

Do you live within the City Limits of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board, committee or commission? Yes or No (please circle)

If so, please list the board/committee: PLANNING COMMISSION

How many years have you lived in Shawnee? 52

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Civic and Cultural Development Authority ☐ Community Service Contracts Review Committee ☐ Housing Authority	☐ Library Board ☐ Oklahoma Baptist University Trust Authority ☒ Planning Commission ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Traffic Commission ☐ Other _____
---	---

Why are you interested in serving on the Board/Committee/Commission selected above?

TO HELP THE COMMUNITY

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

EXPERIENCE ON PLANNING COMMISSION

What civic or volunteer activities (if any) are you currently involved in?

SHAWNEE POLICE RESERVES

List education, including degree(s) earned:

RBA-ACCOUNTING

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

PLANNING COMMISSION

Have you ever been charged and/or convicted of a felony? NO

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? NO

If so, please explain:

Please include up to three personal or professional references:

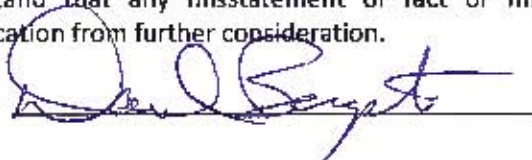
Name	Relationship	Telephone Number
<u>CECIL BERGSTEN</u>	<u>FATHER</u>	<u>570-3912</u>
<u>SUE GORMAN</u>	<u>FRIEND/BUSINESS</u>	<u>214-8575</u>
<u>FREGLAND WOOD</u>	<u>FRIEND</u>	<u>496-7652</u>

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature



Date

5/3/17

Revised April 4, 2017

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
llasyone@shawneeok.org



APPLICATION TO SERVE
Boards, Committees and Commissions

- ☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: TOM ROWELL Application Date: 4/13/17
Address: 2318 Faith Blvd, Shawnee Date of Birth: 1-16-69
Mailing Address: 2318 Faith Blvd, Shawnee, OK 74804
Daytime Phone: 405 275 4900 Fax: 405-275-6425 Email: tom@whiteace.com
Profession: 405 609 7224 cell Credit Manager, Whites ACE
Business Name: White's ACE Building Center
Business Address: 603 E Independence St. Shawnee 74804
Business Phone: 405-275-4900 Fax: 405-275-6425 Email: tom@whiteace.com

Do you live within the City Limits of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board, committee or commission? Yes or No (please circle)

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 48

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board	☐ Library Board
☐ Beautification Committee	☐ Oklahoma Baptist University Trust Authority
☐ Board of Adjustment (Zoning)	☒ Planning Commission
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contracts Review Committee	☐ Shawnee Urban Renewal Authority
☐ Housing Authority	☐ Traffic Commission
	☐ Other _____

Why are you interested in serving on the Board/Committee/Commission selected above?

I've lived in Shawnee my entire life. This is a way I can give back to my community. I feel that I ~~can~~ could make positive contributions as we continue the great momentum of growth in Shawnee.

Revised April 4, 2017

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

I'm familiar with the world of "building" and have 20 years experience in working with contractors. I understand the importance of proper project planning and my years in a customer service industry will translate well in working on this commission

What civic or volunteer activities (if any) are you currently involved in?

My family has been active at Immanuel Shawnee for 13 years. I've served or am serving through our church in childrens ministry, community outreach, and church programs. I've served with Family Promise

List education, including degree(s) earned:

I'm a high school graduate of Shawnee and earned my Bachelors at East Central Univ.

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

No

Have you ever been charged and/or convicted of a felony? No

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

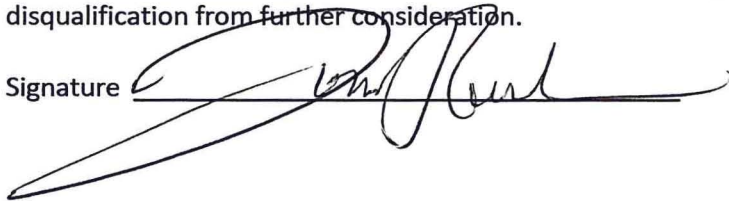
Name	Relationship	Telephone Number
<u>Early Wingo</u>	<u>Contractor/Friend</u>	<u>405-613-1429</u>
<u>Field Woodward, City of OKC</u>	<u>Plans Supervisor/Friend</u>	<u>405-248-8765</u>
<u>Nancy Keith, Shawnee Chamber Pres.</u>		<u>405-273-6092</u>

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature



Date

4/13/17

Revised April 4, 2017

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
llasyone@shawneeok.org

Revised April 4, 2017

APPLICATION TO SERVE
Boards, Committees and Commissions

- ☐ Appointment
☒ Reappointment – Partial/First/Second Term

Name: <u>BILL KICKLAU</u>	Application Date: <u>5-2-17</u>
Address: <u>1724 N. MARKET AVE</u>	Date of Birth: <u>1-9-50</u>
Mailing Address: _____	
Daytime Phone: <u>918-429-9765</u>	Email: <u>coachbigbill@4th Ave. com</u>
Profession: <u>Retired</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____	Fax: _____ Email: _____

Do you live within the City Limits of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board, committee or commission? Yes or No (please circle)

If so, please list the board/committee: ZBOA

How many years have you lived in Shawnee? 6

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board	☐ Library Board
☐ Beautification Committee	☐ Oklahoma Baptist University Trust
☒ Board of Adjustment (Zoning)	☐ Authority
☐ Civic and Cultural Development Authority	☐ Planning Commission
☐ Community Service Contracts Review Committee	☐ Shawnee Hospital Authority
☐ Housing Authority	☐ Shawnee Urban Renewal Authority
	☐ Traffic Commission
	☐ Other _____

Why are you interested in serving on the Board/Committee/Commission selected above?

Continue to SERVE

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

2 HAS ON BOARD

What civic or volunteer activities (if any) are you currently involved in?

NONE AT PRESENT

List education, including degree(s) earned:

BA Education/Business

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

PLANNING AND ZONE

Have you ever been charged and/or convicted of a felony? NO

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? NO

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature

Wm D. Hall

Date

5-2-17

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
llasvone@shawneeok.org

Regular Board of Commissioners

1.f.

Meeting Date: 05/16/2017

Lake Lease

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewals/Transfers:

TRANSFERS:

Lot 4 Seck Tract, 33712 Post Office Neck

From: Dana Burton

To: Tod and Lori Harrison

(Deferred from April 3, 2017 City Commission Meeting)

Lot 10 Hart Tract, 16309 Hart Road

From: Steve and Sheila Walker

To: Daniel and Marie Haderer

Lot 11 Hart Tract, 16315 Hart Road

From: Steve and Sheila Walker

To: Daniel and Marie Haderer

Lot 12 Hart Tract, 16319 Hart Road

From: Steve and Sheila Walker

To: Daniel and Marie Haderer

Attachments

Harrison

Harderer Lot 10

Harderer Lot 11

Harderer Lot 12



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

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

Date	04/24/2017	License No. #030670
Type	☐ Renewal ☒ Transfer (Fee: \$1,000)	
Commission Meeting Date	May 16 th , 2017	
Property Address	33712 POST OFFICE NECK	
Lake Site Location	LOT 4 SECK TRACT	
Lease Dates	05/16/2017 – 05/16/2047	
Lease Fee (changes annually)	\$689.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	TOD & LORI HARRISON	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	DANA BURTON	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No (if no, due: 08/06/2017)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	08/06/2012	
Misc. Comments	Total Charges Paid: \$1,689.00	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 030670**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of May 16th, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

TOD HARRISON
of 16906 BETHEL ROAD SHAWNEE OK 74801 ,
LORI HARRISON
of 16906 BETHEL ROAD SHAWNEE OK 74801,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 689.00** dollars for **2017**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**33712 POST OFFICE NECK
LOT 4 SECK TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK

Lori Harrison

PARTY OF THE SECOND PART
Bob Harris

PARTY OF THE SECOND PART



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

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

Date	04/24/2017	License No. #030642
Type	☐ Renewal ☒ Transfer (Fee: \$1,000)	
Commission Meeting Date	May 16 th , 2017	
Property Address	16309 HART RD	
Lake Site Location	LOT 10 HART TRACT	
Lease Dates	05/16/2017 – 05/16/2047	
Lease Fee (changes annually)	\$689.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	DANIEL & MARIE HADERER	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	STEVE & SHEILA WALKER	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No (if no, due: 05-31-18)	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☐ Conventional ☐ Aerobic	
Last Inspected/Pumped	NONE – VACANT LOT	
Misc. Comments	Total Charges Paid: \$1,689.00	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 030642**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of May 16th, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DANIEL HADERER
of 13702 FISHMARKET RD. MCLOUD OK 74851 ,
MARIE HADERER
of 13702 FISHMARKET RD MCLOUD OK 74851,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 689.00 dollars for **2017**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**16309 HART RD
LOT 10 HART TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

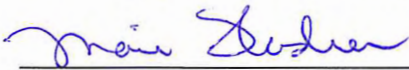
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART


PARTY OF THE SECOND PART



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

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

Date	04/24/2017	License No. #030643
Type	☐ Renewal ☒ Transfer (Fee: \$1,000)	
Commission Meeting Date	May 16 th , 2017	
Property Address	16315 HART RD.	
Lake Site Location	LOT 11 HART TRACT	
Lease Dates	05/16/2017 – 05/16/2047	
Lease Fee (changes annually)	\$689.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	DANIEL & MARIE HADERER	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	STEVE & SHEILA WALKER	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☒ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	05/26/2009	
Misc. Comments	Total Charges Paid: \$1,751.00	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 030643**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of May 16th, 2017 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DANIEL HADERER
of 13702 FISHMARKET RD. MCLOUD OK 74851 ,
MARIE HADERER
of 13702 FISHMARKET RD MCLOUD OK 74851,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 689.00 dollars for 2017, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**16315 HART RD
LOT 11 HART TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

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That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

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That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

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That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART



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

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

Date	04/24/2017	License No. #030644
Type	☐ Renewal ☒ Transfer (Fee: \$1,000)	
Commission Meeting Date	May 16 th , 2017	
Property Address	16319 HART RD.	
Lake Site Location	LOT 12 HART TRACT	
Lease Dates	05/16/2017 – 05/16/2047	
Lease Fee (changes annually)	\$689.00	
Inspection Fee	\$75.00 Applicable: ☐ Yes ☒ No	
Lessee (Transfer To)		
Name(s)	DANIEL & MARIE HADERER	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	STEVE & SHEILA WALKER	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☐ Yes ☒ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	05/03/2014	
Misc. Comments	Total Charges Paid: \$1,689.00	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 030644**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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DANIEL HADERER
of 13702 FISHMARKET RD. MCLOUD OK 74851 ,
MARIE HADERER
of 13702 FISHMARKET RD MCLOUD OK 74851,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 689.00 dollars for 2017, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**16319 HART RD
LOT 12 HART TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

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The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

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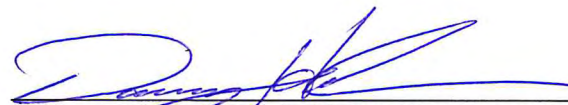
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

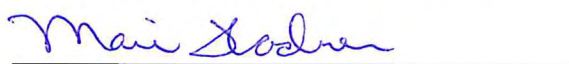
BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK


PARTY OF THE SECOND PART


PARTY OF THE SECOND PART

Regular Board of Commissioners

1.g.

Meeting Date: 05/16/2017

Library Project

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of the Library Cooling Tower & Heat Pump Rehab Project and placing the bonds and warranties into effect.

Attachments

Library Project Memo

Library Project Contract

Library Project Invoice



Office of the Director of Operations

Date: May 8, 2017
To: Mayor and City Commissioners
From: James Bryce, Director of Operations
RE: Library Cooling Tower & Heat Pump Rehab Project

Nature of the Request:

Acceptance of the Library Cooling Tower & Heat Pump Rehab Project and placing the bonds and warranties into effect.

Staff Analysis, Considerations:

Contractor installed a new cooling tower on the roof and had the manufacture come down to do the start up for warranty purposes. They also installed new circulation lines to every heat pump from the main trunk line to the unit. Since completion there was one leak found and Lambert Mechanical returned and repaired it.

Recommendation:

It is staff's recommendation to accept the project and pay the contractor their final payment and place the bonds and warranties into effect.

Budget Consideration:

Final payment amount of \$54,472.00 which includes the Contract amount of \$53,500.00 and \$972.00 for the main trunk line replacement.

CONTRACT AGREEMENT

THIS AGREEMENT, made this 7th day of February, 2017, by and between The City of Shawnee, Oklahoma, Hereinafter called "OWNER" and Lambert Mechanical, Inc., doing business as an individual, or a Partnership or a Corporation hereinafter called "CONTRACTOR":

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the following:

Library heat pump loop and cooling tower project

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for completion of the project.
3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS upon **notice to proceed** and will complete the same within **90 days** unless the period for completion is extended otherwise by a Written Agreement between the Contractor and the City of Shawnee City Manager or Designee.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 53,500.00. Also within this approved project is a cost per foot to replace any main trunk line that is damaged at \$20.00/ft for 4" and \$18.00/ft for 3".
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. Contract Agreement
 - B. Prepared Specifications
 - C. Business relationship Affidavit
 - D. Bonds
 - E. Non-Collusion Affidavit
 - F. Notice Of Award
 - G. Notice to Proceed
6. The OWNER may pay the CONTRACTOR in partial payments as work is performed up to 90% of the total cost of construction with the final 10% paid upon the acceptance of the completed project.
7. This agreement shall be binding upon all parties hereto and their heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in two (2) copies of which shall be deemed an original on the date first above written.

8. Any lawsuit, controversy, dispute or any other proceedings in respect of this Agreement shall be adjudicated by the District Court of Pottawatomie County in the State of Oklahoma. For such purposes, the parties to this Agreement hereby submit any consent to the jurisdiction of such court. If any legal action is filed in District Court, then the prevailing party shall be entitled to recover his attorney fees and costs incurred in the prosecution of his claim.

(SEAL)
ATTEST: 
Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

OWNER:

CITY OF SHAWNEE
A Municipal Corporation

BY Justin Erickson
NAME Justin Erickson
TITLE City Manager

APPROVED AS TO FORM AND LEGALITY THIS 1 DAY OF March, 2017.

Joseph Vorndran
Joseph Vorndran, ~~Interim~~ City Attorney

(SEAL)

ATTEST:

BY:

Kyle Denson
(signature)

NAME Kyle Denson
(printed)

TITLE Vice-President
(Secretary/Treasurer)

CONTRACTOR:

Lambert Mechanical, Inc
(name of firm)

BY: Joe Lambert
(signature)

NAME Joe Lambert
(printed)

TITLE President
(President/Vice-President)

ADDRESS P.O. Box 367
Coalgate, OK 74538

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: we, the undersigned
Lambert Mechanical, Inc.

as Principal, and

Granite Re, Inc.

as Surety,

are hereby held and firmly bound unto the CITY OF SHAWNEE, OKLAHOMA, as OWNER in the penal sum of ***See Below*** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

*****Fifty-three thousand, five hundred dollars and no/100-----(\$53,500.00)**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

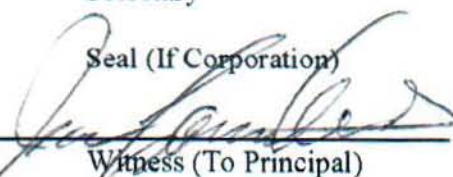
PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts each one of which shall be deemed an original.

Signed, this 10th day of February, 2017.

ATTEST:


Secretary

Seal (If Corporation)

Witness (To Principal)

Lambert Mechanical, Inc.

Principal

P.O. Box 367

Address

Coalgate, OK 74538

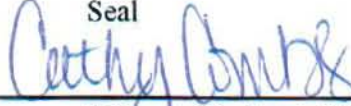
Address

Granite Re, Inc.

Surety

ATTEST:


Secretary (Surety) Mollie Young

Seal

Witness (To Surety) Cathy Combs

2738 E. 51st St. Suite 400

Address

Tulsa, OK 74105-6228


Attorney-in-fact, Jamie Burris

14001 Quailbrook Drive

Address

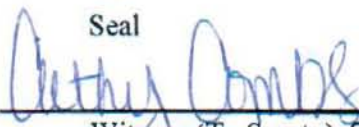
Oklahoma City, OK 73134

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

ATTEST:


Secretary (Surety) Mollie Young

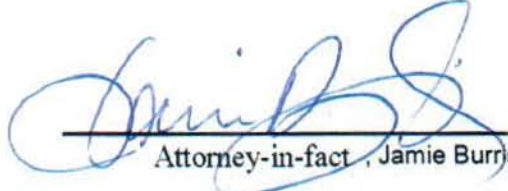
Seal

Witness (To Surety) Cathy Combs

2738 E. 51st St. Suite 400
Address

Tulsa, OK 74105-6228

Granite Re, Inc.

Surety


Attorney-in-fact, Jamie Burris

14001 Quailbrook Drive
Address

Oklahoma City, OK 73134

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GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

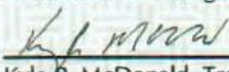
TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 30th day of June, 2015.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



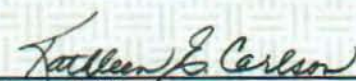

Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 30th day of June, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Notary Public

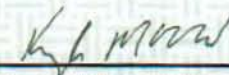
GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
10th day of February, 20 17.




Kyle P. McDonald, Secretary/Treasurer



LAMBERT MECHANICAL INC

(580) 927-3355

P.O. BOX 367

Invoice

Date	Invoice #
5/8/2017	170139

Bill To
CITY OF SHAWNEE P.O. BOX 1448 SHAWNEE, OK 74802-1448

P.O. No.	Terms	Project
	Net 30	LIBRARY HP/COOLING ...

Quantity	Description	Rate	Amount
	THIS IS FOR THE LIBRARY HEAT PUMP LOOP AND COOLING TOWER PROJECT. LMI FURNISHED ALL OF THE MATERIAL, SUPPLIES, TOOLS, EQUIPMENT, LABOR AND OTHER SERVICES NECESSARY FOR THE COMPLETION OF THE PROJECT.	53,500.00	53,500.00
54	FT. 3" AND 2.5" MAIN TRUNK REPLACEMENT	18.00	972.00
	SALES TAX	0.00%	0.00
1.5% FINANCE CHARGE WILL BE ASSESSED ON ALL INVOICES OVER 30 DAYS OLD.		Total	\$54,472.00

Regular Board of Commissioners

1.h.

Meeting Date: 05/16/2017

Shawnee Auto Mall

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Accept public improvements, i.e. sanitary sewer, water line, and paving/drainage for the Shawnee Auto Mall Addition, placing maintenance bonds into effect, authorizing obtainment of signatures and recording of the final plat.

Attachments

Auto Mall Sewer

Auto Mall Water

Auto Mall Bond

MAINTENANCE BOND

Bond #RCB0004648

KNOW ALL MEN BY THESE PRESENTS:

That United Trenching, Inc., 5506 Stewart Drive, Mustang OK 73064,
as Principal, and RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615,
a corporation organized under the laws of the State of Oklahoma and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of

Shawnee in penal sum of **Two Hundred Eighty Eight Thousand Three Hundred Thirty & .30/100**
Dollars (\$288,330.30) in lawful money of the United States of America, said sum being
equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent
(10%) for four (4) years after completion and final acceptance (total of 5 years maintenance), for
the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs,
executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by
these presents.

DATED this 18th day of July, 2016.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Cooper Family Ventures of Shawnee, dated July 18, 2016, for
(State or Other Entity)

Public Sanitary Plans for Shawnee Auto Mall to Serve Shawnee Auto Mall Addition,
Job #R304972.01

all in compliance with the plans and specifications therefore, made a part of said

Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of five (5) years (~~one~~ hundred (100%) percent for first year, ten (10%) for 5 years thereafter, of total contract price) for all projects for the construction of paving) from and after acceptance of said project by the City of Shawnee; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold City of Shawnee harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

(SEAL)

Principal:

ATTEST:

Janell Mowdy

United Trenching, Inc.

BY

Tony Ellison

TITLE Tony Ellison - President

(SEAL)

SURETY:

ATTEST:

Ron Bunch

RLI Insurance Company

BY

Wendy Hollen
Attorney-in-Fact

NAME Wendy Hollen



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

W.M. McNeill, Cody McNeill, Lisa Sherman, Wendy Hollen, Rocky Moore, John Rogers, Larry D. Bixler, Kyle D. Reser, John L. Birsner, Susanne Cusimano, jointly or severally

in the City of Oklahoma City, State of Oklahoma, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 17th day of May, 2016.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis

Vice President

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 18th day of July, 2016.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS



On this 17th day of May, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler

Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of Mid America Inc 10009 S Penn, Building E PO Box 890300 Oklahoma City OK 73189		CONTACT NAME: Beverly McCool PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: bmccool@midamericainc.com																						
INSURED United Trenching Inc 5506 Stewart Drive Mustang OK 73064		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>American Fire & Casualty Co</td><td>24066</td></tr><tr><td>INSURER B:</td><td>Ohio Casualty Ins Co</td><td>24074</td></tr><tr><td>INSURER C:</td><td>West American Ins Co</td><td>44393</td></tr><tr><td>INSURER D:</td><td>America First Insurance</td><td>12696</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	American Fire & Casualty Co	24066	INSURER B:	Ohio Casualty Ins Co	24074	INSURER C:	West American Ins Co	44393	INSURER D:	America First Insurance	12696	INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 2015**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		BKA52998892	9/12/2015	9/12/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		BAA52998892	9/12/2015	9/12/2016	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Medical payments</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Medical payments	\$				
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B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		USO55751703	9/12/2015	9/12/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$								
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	\$																			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		XWW52998892	4/1/2016	4/1/2017	<table border="1"><tr><td>☒ PER STATUTE</td><td>OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	☒ PER STATUTE	OTH-ER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000		
☒ PER STATUTE	OTH-ER																			
E.L. EACH ACCIDENT	\$	1,000,000																		
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																		
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																		
D	Leased/Rented Equipment		IM8501171	9/12/2015	9/12/2016	Limit (Deductible \$1,000) \$300,000														
D	Installation Floater		IM8944523	9/12/2015	9/12/2016	Limit (Deductible \$1,000) \$200,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Shawnee Auto Mall Addition, Job # R304972.01.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike McNeill/BM

MAINTENANCE BOND

Bond #RCB0004632

KNOW ALL MEN BY THESE PRESENTS:

That United Trenching, Inc., 5506 Stewart Drive, Mustang OK 73064,
as Principal, and RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615,
a corporation organized under the laws of the State of Oklahoma and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of

Shawnee in penal sum of **One Hundred Sixty Two Thousand Two Hundred Thirty Seven & 00/100**
Dollars (\$ 162,237.00) in lawful money of the United States of America, said sum being
equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent
(10%) for four (4) years after completion and final acceptance (total of 5 years maintenance), for
the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs,
executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these
presents.

DATED this 13th day of June, 2016.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Cooper Family Ventures of Shawnee, dated June 13, 2016, for
(State or Other Entity)

Public Water Plans for Shawnee Auto Mall to Serve Shawnee Auto Mall Addition,
Job #R304972.01

all in compliance with the plans and specifications therefore, made a part of said

Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of five (5) years ({one hundred (100%) percent for first year, ten (10%) for 5 years thereafter, of total contract price} for all projects for the construction of paving) from and after acceptance of said project by the City of Shawnee; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold City of Shawnee harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

(SEAL)

Principal:

ATTEST:

Janell Maudy

United Trenching, Inc.

BY

Tony Ellison

TITLE Tony Ellison - President

(SEAL)

SURETY:

ATTEST:

Krista Osburn

RLI Insurance Company

BY

Wendy Hollen
Attorney-in-Fact

NAME Wendy Hollen



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

W.M. McNeill, Cody McNeill, Lisa Sherman, Wendy Hollen, Rocky Moore, John Rogers, Larry D. Bixler, Kyle D. Reser, John L. Birsner, Susanne Cusimano, jointly or severally

in the City of Oklahoma City, State of Oklahoma, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 11th day of December, 2015.

RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President

State of Illinois
County of Peoria

} SS



On this 11th day of December, 2015, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 15th day of June, 2016.

RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Beverly McCool
Insurance Agency of Mid America Inc	PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415
10009 S Penn, Building E	E-MAIL ADDRESS: bmccool@midamericainc.com
PO Box 890300	
Oklahoma City OK 73189	INSURER(S) AFFORDING COVERAGE
	INSURER A: American Fire & Casualty Co NAIC # 24066
INSURED	INSURER B: Ohio Casualty Ins Co 24074
United Trenching Inc	INSURER C: West American Ins Co 44393
5506 Stewart Drive	INSURER D: America First Insurance 12696
	INSURER E:
Mustang OK 73064	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2015

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		BKA52998892	9/12/2015	9/12/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		BAA52998892	9/12/2015	9/12/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		USO55751703	9/12/2015	9/12/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	XWW52998892	4/1/2016	4/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment		IMB501171	9/12/2015	9/12/2016	Limit (Deductible \$1,000) \$300,000
D	Installation Floater		IMB944523	9/12/2015	9/12/2016	Limit (Deductible \$1,000) \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Shawnee Auto Mall Addition, Job # R304972.01.

CERTIFICATE HOLDER

CANCELLATION

City of Shawnee PO Box 1448 Shawnee, OK 74802-1448	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mike McNeill/BM <i>Wm McNeill</i>

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MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That TJ Campbell Construction Company, PO Box 14129, Oklahoma City, OK 73144,
as Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116,
a corporation organized under the laws of the State of Oklahoma and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of
Shawnee in penal sum of Five Hundred Seventy Two Thousand Six Hundred Five and no/100-----

Dollars (\$ 572,605.00-----) in lawful money of the United States of America, said sum being
equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent
(10%) for four (4) years after completion and final acceptance (total of 5 years maintenance), for
the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs,
executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these
presents.

DATED this _____ day of _____, 2016

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Cooper Family Ventures of Shawnee, dated _____, 2016, for
(State or Other Entity)

Shawnee Auto Mall Addition

all in compliance with the plans and specifications therefore, made a part of said

Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of five (5) years ({one hundred (100%) percent for first year, ten (10%) for four years thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the City of Shawnee; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold City of Shawnee harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

(SEAL)

ATTEST:

Ivey Beck
Ivey Beck, Witness



Principal:

TJ Campbell Construction Company

BY

Don Don
TITLE VICE PRESIDENT

(SEAL)

ATTEST:

Ivey Beck
Ivey Beck, Witness

SURETY:

Liberty Mutual Insurance Company

BY

Desiree E. Westmoreland
Attorney-in-Fact

NAME Desiree E. Westmoreland

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7357090

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bret S. Burton; David B. McKinney; Desiree E. Westmoreland; Kathleen A. Snyder; Tim H. Heffel; Timothy C. Smith

all of the city of Wichita, state of KS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of May, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

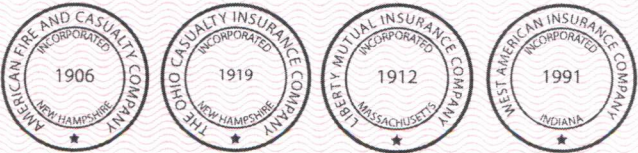
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20____.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.

Regular Board of Commissioners

1.i.

Meeting Date: 05/16/2017

Life Church

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Accept public water line for the Life Church property located at 5113 N. Harrison Ave. and placing maintenance bonds into effect.

Attachments

Life Church Bond



KNOW ALL MEN BY THESE PRESENTS, That we, H & H Plumbing & Utilities, Inc.

as Surety, are held and firmly bound unto Shawnee, OK

SIGNED, sealed and dated this _____ day of March, 2017

the terms of which agreement were completed and accepted the _____ day of March, 2017;
and

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly comply with such guarantee, then this obligation to be void; otherwise it shall remain in full force.

PROVIDED that no right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein; and

H & H Plumbing & Utilities, Inc.

Carl Hendrix
Principal

GREAT AMERICAN INSURANCE COMPANY

By:

Attorney-in-Fact

Melanie Ankeney

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 14953

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DAVID J. McKEE	JENNIFER CASTILLO	ALL
PATRICK R. HEDGES	MELANIE ANKENY	\$100,000,000.00
JOSEPH A. CLARKEN III	SCOTTSDALE, ARIZONA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14TH day of JANUARY, 2016

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 14TH day of JANUARY, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

10th

day of

March

2017.



My L C. B.
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tatum Insurance LLC 8687 E VIA DE VENTURA SUITE 118 SCOTTSDALE AZ 85258		CONTACT NAME: Laura Hafenscher CPCU AIS PHONE (A/C, No, Ext): (480) 939-4300 E-MAIL ADDRESS: lh@TatumInsurance.com FAX (A/C, No): 480-525-8971																					
INSURED H & H PLUMBING & UTILITIES, INC 266 INDUSTRIAL BLVD. GOLDSBY OK 73093		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER B:</td><td>Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C:</td><td>Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Valley Forge Insurance Company	20508	INSURER B:	Continental Insurance Company	35289	INSURER C:	Continental Casualty Company	20443	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																							

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	6023859963	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 15000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☐ NON-OWNED AUTOS		Y	6023859946	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000			6023859932	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	6023859929	01/01/2017	01/01/2018 ☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: LIFE CHURCH N HARRISON & TRANSPORTATION PKWY SHWanee OK PUBLIC WATER LINE GENERAL LIABILITY: BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT (FORM #CNA75079XX). BLANKET WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT (FORM #CNA74705XX). BLANKET PRIMARY/NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT (FORM CNA74705XX). AUTOMOBILE: BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT (CNA63359XX) BLANKET WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT (CNA63359XX). WORKERS COMPENSATION: BLANKET WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT (FORM #WC 00 01 13). BLANKET 30 DAY NOTICE OF CANCELLATION WHEN REQUIRED BY WRITTEN CONTRACT (CC68021A 02 13)** UMBRELLA LIABILITY: BLANKET ADDITIONAL INSURED IS FOLLOW FORM WITH UNDERLYING COVERAGES (G 15057 C)** EXCEPT 10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SHAWNEE

222 N BROADWAY

SHAWNEE OK 74801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LAURA HAFENSCHER

Lic. No.
OK 02653

H & H Plumbing & Utilities, Inc.

266 Industrial Blvd. Goldsby, OK 73093-9116
(405) 288-2346 (405) 288-2349 FAX

Sheet (1) of (1)

Contractor: CBCI, LLC

Address: 4614 E 106th Street
Tulsa, OK 74137

Ph.#: (918) 633-3716

Fax #: (918) 299-3018

Email: wfreeman@cbci-llc.com

Project: Life Church

Address: N Harrison & Transportation Pkwy
Shawnee, OK

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Water Line** installation as described on the plans and outlined below.

Public Water Line

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	6" C-900 Water line	LF	824	23.00	18,952.00
2	6" Tapping valve with box	EA	2	2,200.00	4,400.00
3	6" x 6" Tapping sleeve	EA	2	2,800.00	5,600.00
4	6" Valve with box	EA	3	1,025.00	3,075.00
5	6" 45° Bend	EA	3	300.00	900.00
6	6" 11 1/4° Bend	EA	2	275.00	550.00
7	6" 22° Bend	EA	1	275.00	275.00
8	Fire hydrant	EA	2	2,480.00	4,960.00
9	Hydrant riser	EA	2	460.00	920.00
10	2" Single short service	EA	2	960.00	1,920.00
11	Tracer wire	LF	824	1.00	824.00
12	Chlorination & disinfection	LS	1	750.00	750.00
13	Pressure test	LS	1	750.00	750.00
14	Sand bedding & backfill	CY	241	20.00	4,820.00
					48,696.00
Maintenance bonds					125.00
					48,821.00

Submitted By:



Accepted By:

Contract Amount

\$ 48,821.00

Title: Vice President

Date: 3/10/2017

Title:

Date:

Regular Board of Commissioners

3.

Meeting Date: 05/16/2017

OMRF

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Jeremy Brown.

Attachments

No file(s) attached.

Regular Board of Commissioners

4.

Meeting Date: 05/16/2017

Rezoning

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 4720 North Harrison Street from A-1; Rural Agricultural District to C-3; Highway Commercial District. Case No. P05-17.

Applicant: Nelmon Brauning.

Attachments

Rezoning Staff Rpt

Rezoning Ord

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
CITY OF SHAWNEE
PLANNING COMMISSION

RECOMMENDATION FROM:

SUBJECT:

APPLICANT: Nelmon Brauning

FOR: Rezone

LOCATION: 4720 N. Harrison Ave, Shawnee, OK

PROJECT#: 170301 Case# P05-17

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

A-1; Rural Agricultural District

REQUESTED CLASSIFICATION:

C-3; Highway Commercial District

PROPOSED PROPERTY USE:

Commercial

PLANNING COMMISSION MEETING DATE: May 3rd, 2017

PLANNING COMMISSION RECOMMENDATION: Motion passes

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

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

RESPECTFULLY SUBMITTED,

Cheyenne Pettigrew

SECRETARY, PLANNING COMMISSION

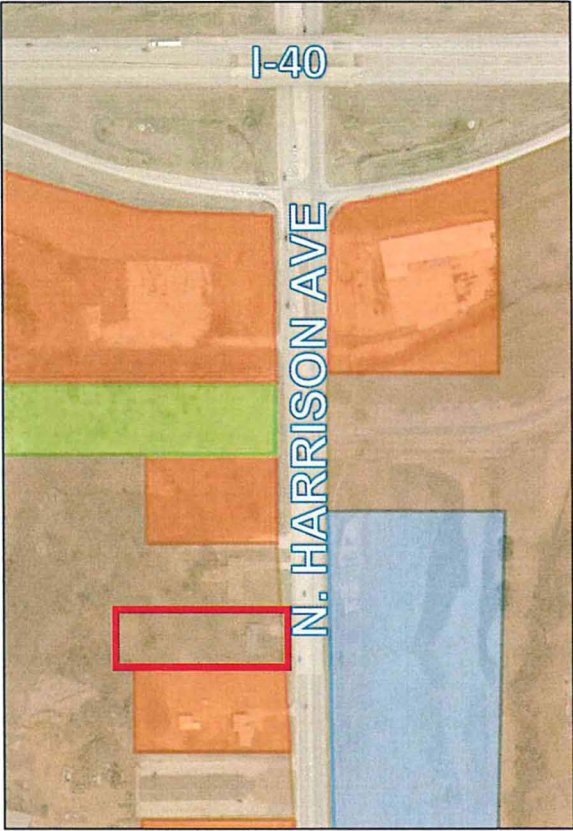
ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org		CASE # P05-17 PUBLIC HEARING DATE: May 3, 2017 CITY COMMISSION DATE: (IF APPROVED) May 16, 2017
APPLICANT: Nelmon Brauning	201 W. 9th St. Shawnee OK, 74804	
PROPERTY ADDRESS/LOCATION: 4720 N. Harrison Ave.		
BRIEF SUMMARY OF REQUEST: The applicant is requesting a rezone from A1: Rural Agricultural District to C3: Highway Commercial on a 1 Acre tract of land located at 4720 N. Harrison St. The site is generally located north of 45th Street, on the west side of Harrison Avenue. The owner has not specified an intended commercial use, but wishes to obtain commercial zoning for future prospects along Harrison Street, a major arterial with commercial allowance per the comp plan.		
EXISTING ZONING: A1	EXISTING LAND USE: Residential	SURROUNDING ZONING & LAND USE: A-1 (Agricultural) C-3 (Highway Commercial) PUD (Planned Unit Development)
School District: Will Rogers		PROPERTY SIZE: 1 Acre
STAFF RECOMMENDATION		
Based on consistency with the Shawnee Comprehensive Plan and the Shawnee Zoning Code, Staff does hereby recommend approval for the proposed rezone from A1 (Rural Agricultural District) to C3 (Highway Commercial).		
APPROVE	APPROVE WITH CONDITIONS	DENY

If approved for rezone, any construction on site would require:

- 1. A six (6') foot sidewalk along Harrison Ave.**
- 2. Landscaping to cover 10% of the overall site.**
- 3. Façade treatment to a total of 60% where facing Harrison Ave.**
- 4. Appropriate off-street parking.**

Staff has received no letters of protest from surrounding property owners.

ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS	AGENCY COMMENTS	RESPONSE TO STANDARDS		
OTHER DESCRIBE:				

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only

Case Number:

P05-17

Project Number:

170301

Date Filed:

March 23rd 2017

Cherise Dettig
Planning Commission Secretary

REQUEST:

☒ Rezoning
☐ Conditional Use Permit

☐ Rezoning w/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 AG District to C-3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 4720 N. HARRISON ST., SHA

LEGAL DESCRIPTION: Beq. 1378' N SE 1/4 SE N 1/2' W 389' S 112' E 389' = 1 ac

PROPERTY OWNER (S): Thomas T. Johnson

PROPERTY AGENT (APPLICANT): Nelson Brauning

APPLICANT'S ADDRESS: 201 W 9th STREET

CITY: SHAWNEE STATE: OK ZIP: 74804

EMAIL ADDRESS: nbrauning@hotmail.com

TELEPHONE NUMBER: (405) 370-0394 CONTACT NUMBER: (405) 370-0394

DIMENSIONS OF PROPERTY: AREA: 1 AC WIDTH: 112'
LENGTH: 389' FRONTAGE: 112'

CURRENT ZONING: AG 1 CURRENT USE: Res

PROPOSED ZONING: C3 PROPOSED USE: STRIP center along W 4706 N. HARRISON ST.

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.

APPLICATION, OWNERSHIP LIST AND PAYMENT
MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

Nelson Brauning
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

RECEIPT NO. 02023588

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.: _____

2155205

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P05-17

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:

A tract of land described as beginning at a point 1378 feet North of the Southeast Corner of the Southeast Quarter (SE/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; THENCE North 112 feet; THENCE West 389 feet; THENCE South 112 feet; THENCE East 398 feet to the POINT OF BEGINNING.

General Location Known As:	<u>4720 N. Harrison Street, Shawnee, OK</u>
Current Zoning Classification:	<u>A-1; Rural Agricultural District</u>
Requested Zoning Classification:	<u>C-3; Highway Commercial District</u>
Proposed Use of Property:	<u>Retail Center</u>
Applicant:	<u>Nelmon Brauning</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:

May 3rd, 2017 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
May 16th, 2017 AT 6:30 P.M.: CITY OF SHAWNEE CITY COMMISSION

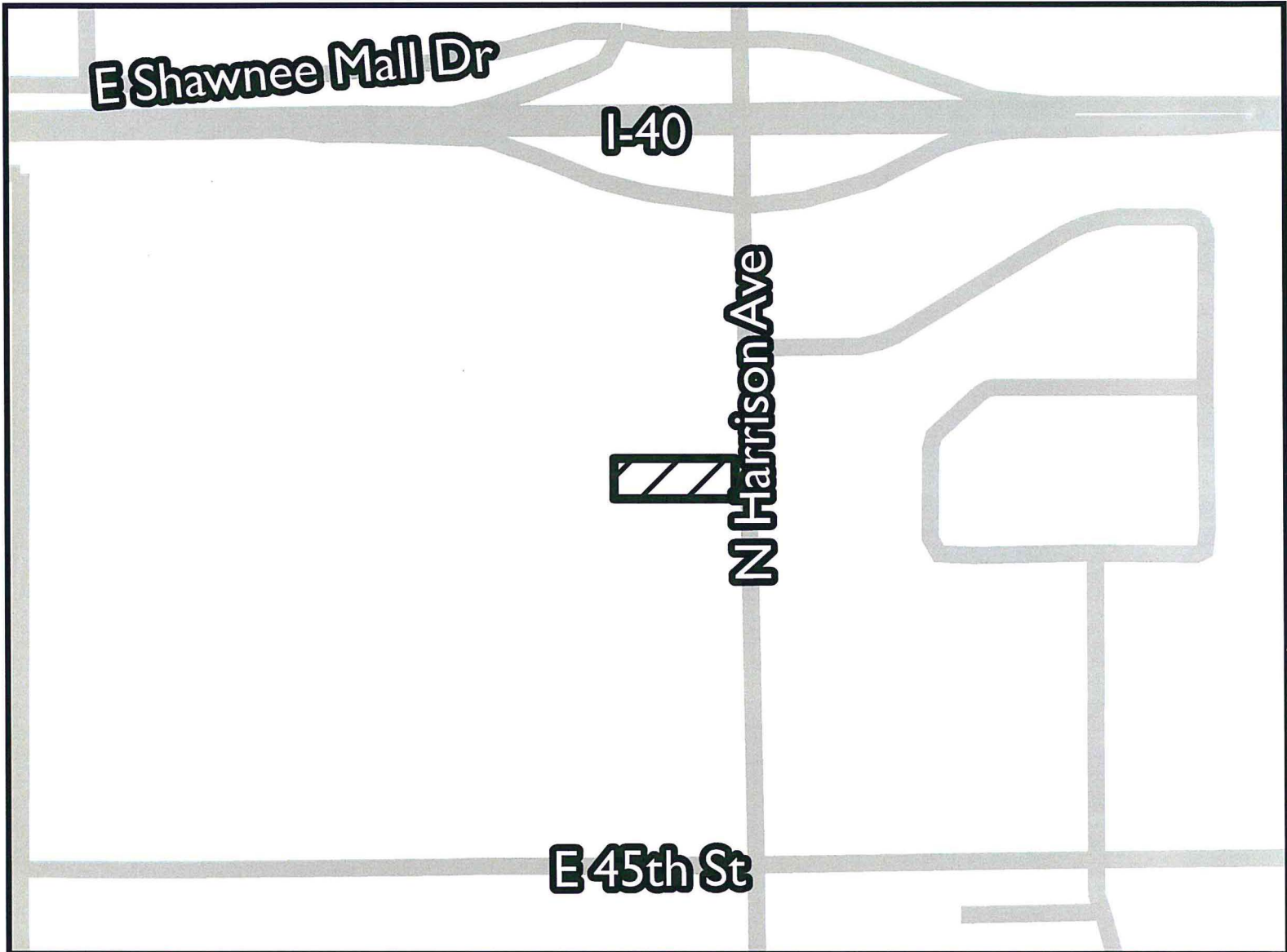
At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition 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 April, 2017.




Phyllis Loftis, City Clerk

CASE# P05-17



CERTIFICATE OF BONDED ABTRACTOR

(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, 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 land:

A tract of land described as beginning at a point 1378 feet North of the Southeast Corner of the Southeast Quarter (SE/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; THENCE North 112 feet; THENCE West 389 feet; THENCE South 112 feet; THENCE East 398 feet to the POINT OF BEGINNING.

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

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: March 24, 2017 at 7:30 AM

First American Title & Trust Company

By: Michelle Cook

Michelle Cook
 Abstractor License No. 3286
 OAB Certificate of Authority # 017
 File No. 2227645-SH99

OWNERSHIP LIST

ORDER NO. 2227645

DATE PREPARED: March 31, 2017

EFFECTIVE DATE: March 24, 2017 at 7:30 am

OWNER	LOT	BLK	ADDITION
JOHNSON THOMAS T 4720 N HARRISON SHAWNEE OK 74804-0000			93-SU BEG 1378'N SE/C SE N112' W389' S112' E389' POB
EDMONSON RANDY D P O BOX 3003 SHAWNEE OK 74802-0000			BEG 1378'N SE/C SE W348' S200' E348' N200' POB
DHARSHAN INC 4700 N HARRISON SHAWNEE OK 74804-0000			93-SU BEG 1019'N SE/C SE W348' N159' E348' S159' POB. COLONIAL INN
TJT HOLDINGS LC 3701 N HARRISON SHAWNEE OK 74804-0000			BEG SE/C SE TH W389.93'TO POB TH W571.67' TH N02°32'01"W 1379.50' TH E 676' TH S 359' TH E348' TH S520.24' TH S37°52'11"W A DIS 636.01' POB LESS 3.63 ACRES PLATTED INTO SHAWNEE TRANSFER STATION & LESS 1.45 ACRES PLATTED INTO BADARD ADDITION SEC 1
RODGERS KIM 4307 LIBERTY CIRCLE SHAWNEE OK 74804-0000			93-SR BEG NE/C SE S1121' W389' S112' W692' TO E RR R/W N ALG RR R/W TO PT 1204.6'W OF NE/C ETC. LESS .24 AC TO STATE OLD RESTAURANT & HOUSE
SHAWNEE HARRISON LLC P O BOX 1719 CLINTON OK 73601-0000			BEGINNING 150.08'E SW/C W/2 SW/4 N704' W10' N954.52' N10°13'16"E191.27' E278.92' NORTHEASTERLY ALONG SAID SOUTH LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 458.08' A DISTANCE OF 50.57' S1850.12' W331.92' POB

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 1378 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE NORTH 112 FEET; THENCE WEST 389 FEET; THENCE SOUTH 112 FEET; THENCE EAST 398 FEET TO THE POINT OF BEGINNING, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT TO C-3; HIGHWAY COMMERCIAL 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 conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 16th day of May, 2017, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification A-1; Rural Agricultural District to C-3; Highway Commercial 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 properties to be rezoned to C-3; Highway Commercial District.

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 1378 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE NORTH 112 FEET; THENCE WEST 389 FEET; THENCE SOUTH 112 FEET; THENCE EAST 398 FEET TO THE POINT OF BEGINNING, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL DISTRICT TO C-3; HIGHWAY COMMERCIAL DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this _____ day of _____, 2017.

RICHARD FINLEY, MAYOR

(SEAL)
ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2017.

JOSEPH VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

5.

Meeting Date: 05/16/2017

Sales Tax Rpt

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received May 2017.

Attachments

Sales Tax Rpt



Date: May 10, 2017
TO: Mayor and Commissioners
From: Cynthia S. Arnold, Finance Director
Subject: May sales tax and use tax collections

Sales Tax Collections:

May deposit for sales tax was \$1,573,986 which will be divided among the following funds:

General	\$ 1,049,324
Capital Improvements	\$ 203,306
Street Fund	\$ 229,539
Economic Development	\$ 26,233
Police Sales Tax Fund	\$ 32,792
Fire Sales Tax Fund	\$ 32,792

Compared to May 2016 we were up \$80,587 or 5.40%. For the fiscal year we are flat compared to this time last year. We are holding on this fiscal we are down only \$653.

Use tax deposit in May for April collections was \$140,618. In 2016 it was \$114,428.

We should see an increase in Use Tax the last couple of months of this fiscal year since Amazon has started collecting Oklahoma Sales tax.

As shown in the table below, we are doing much better this fiscal year than we did in 14-15.

Comparison of Sales Tax:

	June 2014	June 2015	June 2016	Increase	(Decrease)
	through	through	through	Over Prior Year	
Month	May 2015	May 2016	May 2017	Amount	Percentage
June	1,390,155	1,438,144	1,437,412	(732)	(0.05%)
July	1,477,552	1,442,218	1,475,520	33,302	2.31%
Aug	1,432,227	1,588,410	1,530,246	(58,164)	(3.66%)
Sept	1,426,359	1,494,203	1,490,836	(3,367)	(0.23%)
Oct	1,428,921	1,545,245	1,496,732	(48,513)	(3.14%)
Nov	1,374,143	1,426,192	1,468,286	42,095	2.95%
Dec	1,441,774	1,506,784	1,405,365	(101,420)	(6.73%)
Jan	1,499,067	1,546,951	1,558,709	11,758	0.76%
Feb	1,580,604	1,605,202	1,676,413	71,211	4.44%
March	1,292,781	1,316,044	1,370,990	54,946	4.18%
April	1,426,451	1,552,529	1,469,441	(83,088)	(5.35%)
May	1,466,536	1,493,399	1,573,986	80,587	5.40%
Total	17,236,568	17,955,320	17,953,936	(1,385)	(0.01%)
.					
		Prior Year	Current Year	Increase	(Decrease)
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		16,517,176	16,516,523	(653)	0.00%

April Payment breakdown- May breakdown is not available at this time

Top sales tax codes:		March 2017	March 2016
Retail Trades	44-45	\$933,573	\$964,374
Accommodation and Food Service	72	\$257,313	\$272,247
Wholesale Trades	42	\$84,867	\$95,929
Utilities	22	\$71,552	\$70,252
Information	51	\$65,645	\$61,303
Manufacturing	31-33	\$7,904	\$21,751
Real Estate Rental & Leasing	53	\$19,030	\$15,246
Other Services	81	\$14,507	\$19,568
Unclassified	UNC	\$441	\$3,040
Arts & Entertainment	71	\$6,226	\$5,891
Professional	54	\$4,109	\$5,641
Misc		\$4,2763	\$3,404
Total		\$1,469,441	\$1,552,529

Regular Board of Commissioners

6.

Meeting Date: 05/16/2017

City Manager Rpt

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Report

Attachments

City Manager Rpt

City Manager Report

April 2017



April Highlights

Public Meetings Announced

There are several important meetings happening in May. The City is wrapping up work on a Strategic Plan and public meetings will be held May 19 and May 23. For more information, please see: www.shawneeok.org/strategicplan.

Additionally, the City will be soliciting community feedback on proposed improvements to City parks on May 18 at 6:30 pm at the Shawnee EXPO (1700 W. Independence Street).

Sidewalk Work Begins

The first phase of a five-year sidewalk improvement plan has officially started. Contractors are working on East Main Street and will be replacing sidewalks and installing a new sidewalk all the way to Bryan Street. These efforts are part of the \$3.5 million collaboration between the Avedis Foundation and the City of Shawnee that was announced in 2016.

EXPO Conference Center Remodel Update

Staff is working on implementation of the Avedis Grant for the Conference Center remodel. Bids have been awarded for all major elements and work is ongoing. The expected completion date is late-June.

For a complete listing of scheduled EXPO events, please see: <http://www.shawneeexpo.org/calendar.html>

OTHER UPDATES BY DEPARTMENT

Finance/Treasurer Report

Sales Tax. April sales tax collected was \$1,469,441 compared to April 2016 we are down \$83,088 or 5.35 percent. For the fiscal year, the City is down \$81,240 or .54 percent. The budget situation is challenging for many communities in Oklahoma and Shawnee is holding up well. We continue to encourage citizens to “Shop Shawnee” so we can maintain and improve our service levels.

Meetings and Noteworthy Items

City Commission – May 16, June 5

Planning Commission – June 7

Beautification Meeting – May 18

Traffic Commission – May 23

Parks Master Plan Public Meeting:
EXPO Center - May 18 @ 6:30 pm

Strategic Planning Meeting: First National Bank
Community Room - May 19 @ 2:00 pm

Strategic Planning Meeting: Community Center
804 S. Park - May 23 @ 6:30 pm

Other Important Dates

Third Friday Block Party- May 19

Splash Opening Day- May 26

<http://www.shawneeok.org/ShawneeSplash/>

Other Events:

www.visitshawnee.com/Calendar

<http://www.shawneeexpo.org/calendar.html>

Board Openings:

Beautification Committee

Traffic Commission

Planning Commission

Note: Applications can be obtained:

www.shawneeok.org/gov/Boards/

City Manager Report

April 2017



Shawnee Municipal Authority

Master Plan Implementation. In 2014, the SMA adopted a Comprehensive Water and Wastewater Master Plan which evaluated all water supply, water treatment, collection systems and wastewater treatment facilities. The Plan included a Capital Improvement Plan (CIP) with recommendations for prioritization and phasing of the recommended short term (0-5 years and 5-10 years) and long term (10-20 years) Capital Improvements Plan (CIP) projects. The projects to be considered for this RFQ are short term recommendations of the Master Plan. Staff concluded negotiating contract terms for engineering services with C.H. Guernsey, the selected consultant. Guernsey and staff had an official kickoff meeting March 24 that started with a presentation by Guernsey and ended with Guernsey and SMA staff touring the Southside Sewer Plant, Water Treatment Plant and the Northside Sewer Plant. Guernsey conducted a detailed immersion of the plants on April 27 and 28. Follow along monthly for more updates as this effort continues.

DATA Collection for Sewer Collections Manholes/Pipe Data. The purpose of this initiative is to complete the wastewater hydraulic model and build an accurate sewer collections map that can be used by staff in the field. The agreement between Smith Roberts Baldischwiler, LLC (SRB) and SMA/City of Shawnee was signed by the City Manager on June 8, 2016. Data collection is now complete and SRB presented the Sewer Map and Hydraulic Model to SMA on March 22 and final enhancements are being made.

Operations Department

Parks Master Plan Design Phase. A public meeting is scheduled for May 18 at 6:30 pm at the EXPO Center showing the preliminary drawings of the new park designs and gathering public input.

EXPO Conference Center Remodel. Carpet and tile in the upstairs area is scheduled to begin the week of May 7-13. Lighting material is ordered and should be in by the end of the month. All three contractors are due to be finished by July 1 in time for the IFYR.

Engineering and Streets

Rehab Concrete Streets Project. This project is a maintenance type project with the removal and replacement of badly broken and cracked concrete paving panels. Areas identified are in various locations of the Thompson Heights, Thompson Acres, and Larkins Meadows subdivisions. Bid opening is scheduled for May 16. Anticipate contract being awarded and work on this project to start by end of June 2017.

FY 15-16 Sidewalk/ADA Handicap Ramps Project. Project is ongoing at various locations around the City. For April, the contractor (Parathon Construction) worked on ramps along Main Street from Harrison to Minnesota completing them.

Kickapoo Street from Farrall to Spur. We held a meeting with ODOT Project Management on February 7, along with Poe & Associates (engineering firm designing project) to finalize the scope of services for Poe to complete design of the project. ODOT is currently reviewing and processing Poe's supplemental contract that will allow Poe to proceed on finalizing design plans. Final approved contract may be completed by end of April 2017 that will then allow Poe to complete final design plans and the right of way acquisition documents and exhibits that will enable the City to start purchasing the easements and right of way needed

City Manager Report

April 2017



for project. Tentative schedule by ODOT is to have the project let for bids for construction early spring 2018.

Avedis/City Sidewalk Project. Project was awarded to MTZ construction in the amount of \$503,555.00. Pre-work meeting had been held on April 18, 2017 with MTZ, and a notice to proceed effective April 24, 2017 was issued. MTZ has begun work on the project by removing/replacing sidewalk along the south side of Main Street from Harrison to Pesotum thus far. For this project, new sidewalks will be installed along Main Street from Harrison to Pesotum (both sides), and then from Pesotum to Bryan (north side). Sidewalks will also be installed along Wallace from Kickapoo to Broadway (both sides) and along Independence from Sequoyah to Center, then south along Center to KidSpace Park.

45th & Harrison Intersection Project. Project is to improve the intersection to accommodate future four-lane of 45th Street. Field survey and data has been acquired and project currently under design.

Planning Department

Clean-up Efforts. The Action Center maintains a very active caseload, with numerous complaints received daily. For a complete list of Action Center cases or to submit a complaint anonymously online, see: <http://www.shawneeok.org/actioncenter/default.asp>

Transportation Alternatives Program. The City was notified in August that its application to the Oklahoma Department of Transportation for a Transportation Alternatives Program grant was approved. The planned sidewalk will bridge a critical missing gap along MacArthur Street east of Harrison. The Avedis Foundation has agreed to provide matching funds equal to ten percent of the project cost. Staff is working with ODOT on scheduling of this project.

Development Projects. A number of significant projects are in the development or construction phases. Shawnee Marketplace is nearly built out with one additional structure now completed next to CVS (Freddie's Frozen Custard and Aspen Dental) and another new business forthcoming. The developer of the Domino Plaza project at Harrison and 45th Street has started on earthwork and installation of public infrastructure. This 15-acre projects includes (per a preliminary plan) a large service station, two hotels, four eating establishments and a dog park. Increased interest in downtown Shawnee has also been seen, with the nearing completion of the Main Street Streetscape Project.

The Planning Commission has an active docket. Complete agendas are posted here: <http://www.shawneeok.org/Documents/>

Fire Department

Station 2 Rehab/Renovation. The bid award for the construction phase of this project was awarded by the City Commission to Jim Cooley Construction of OKC at the May 1 Commission meeting. Staff is currently working with Fritz Baily Architects to secure a contract with Jim Cooley Construction.

Hydrant Painting (ISO requirement). Work continues on this project.

City Manager Report

April 2017



Blue Card Incident Command Certification. Training Chief Underwood is working with our three Battalion Chiefs to update our incident command and operational policies to reflect the principles of Blue Card. Also, the department is working on a plan to develop a certified Blue Card Command Training Center in the basement of Station 3. This center will allow us to certify our own department members along with those of other local departments and allow for daily training using Blue Card video simulations. The first step in this process is to certify department members as Blue Card trainers. We are currently working on a plan to send Training Chief Underwood and our 3 Battalion Chiefs to the train-the-trainer courses in Phoenix, AZ in August.

Police Department

Administration. National Police Week is May 14 – 19. We have begun the initial planning phase for the departments Cops & Kids event set in August. The Shawnee Police Department has not held this event in approximately 10 years.

Patrol. Officers continue working Highway Safety and AG grants. New hire testing begins April 27.

CID. Detective Rieves was guest speaker at Atoka County Conference on missing and exploited children, child computer crimes & domestic violence for child abuse awareness month. Detectives were assigned 56 cases, of cases assigned, 47 were cleared, 17 filed at DA's Office, two arrests.

Animal Control. Concrete for new kennels has been poured. Contractor needs to return to seal concrete surface inside and out, weather permitting. Staff is obtaining bids for security fencing around new kennel area and building. New AC officer started on April 24.

Dispatch. Four new dispatchers are in training this in now their 14th week.

Emergency Management

Planning Projects. A variety of planning efforts are underway, including an update to the Emergency Operations Plan, EOC Standard Operations Guide, and the Elected Officials Briefing Book.

Regional Airport

Delta Wings Hanger Construction. Steel Frame in the hangar is nearing completion.

Enterprise Parking Construction. The airport constructed a new parking area for Enterprise Rent-A-Car to support their growing business and inventory of cars. Enterprise leases space from the Airport.

Regular Board of Commissioners**7.a.**

Meeting Date: 05/16/2017

Rehab Concrete Bid

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

FY 16-17 Rehab Concrete Streets Project, Contract No. COS-PW-16-04 (Open)

Attachments

Rehab Concrete Notice

Rehab Concrete Mailing List

Rehab Concrete Plan Holders List

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., **Tuesday, May 16, 2017**, for:

BID: CONTRACT NO. COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT (VARIOUS LOCATIONS)

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 \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, April 26, 2017, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK. Questions should be submitted in writing via email to MLudi@shawneeok.org prior to the Pre-Bid Conference.**

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-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT
(VARIOUS LOCATIONS)
May 16, 2017

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.

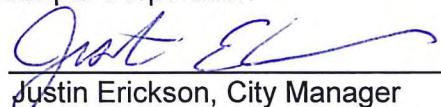
Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with 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., **Tuesday, May 16, 2017**. 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: 
Justin Erickson, City Manager

Project Mailing list
COS-PW-16-04
FY16-17 REHAB CONCRETE STREETS PROJECT

A-1 DOZER & EXCAVATING
38107 – 45TH STREET
SHAWNEE, OK 74804

ACE PAVING & CONSTRUCTION INC
NBU 8108
PRAGUE OK 74864

All Roads Paving
10200 N.W. 10th Street
Oklahoma City, OK 73127

Arbor Transport & Construction
P.O. Box 1721
Norman, OK 73070

A-TECH PAVING
P O BOX 2865
EDMOND OK 73083-2865

Austin Paving
PO Box 2707
Stillwater, OK 74076

Bishop Paving
PO Box 1334
OKC, OK 73101

CGC, LLC
101 W. 5th Street
Edmond, Oklahoma 73003

Christian Construction Company
20125 180th Street
Purcell, OK 73080

Cimarron Construction Company
7409 N.W. 85th Street
OKC, OK 73132

Connelly Paving Company
P.O. Box 75450,
OKC, OK 73147

Continental Construction Corporation
5720 N. Industrial Blvd.
Edmond, OK 73034

Continental Construction
10900 Hefner Pointe Dr. Suite
202
OKC, OK 73120

Cove Creek Construction
912 East Main St.
PO Box 350
Clarksville, Arkansas 72830

CP3 Enterprises
13112 NS 3500
Maud, Oklahoma 74854

C-P Integrated Services
3007 NW 63rd Street STE 205
Oklahoma City, OK 73116

Davenport Construction
6001 N. Horseshoe Bend
Edmond, Ok 73034

DOLESE
20 N W 13TH
OKLAHOMA CITY OK 73103

Downey Contracting LLC
3217 N.E. 63rd
OKC, OK 73121

DTH Construction
35603 Moccasin Trail
McLoud, OK 74851

Duit Construction Company, Inc.
6250 Industrial Blvd.
Edmond, OK 73034

Eagle Vision Construction
PO Box 1225
Shawnee, OK 74802

Ferguson Waterworks
2220 S.E. 18th St.
OKC, Ok 73129

Forsgren, Inc.
3000 North 23rd Street
Fort Smith, Arkansas 72904

Gayler Construction Services
Rt.1 Box 318
Earlsboro, Ok 74840

Gibson & Associates, Inc
11210 Rylicrest
Balch Springs, Texas 75180-0579

C3 Construction
Chris Whisenant
1012 N. Mississippi, Suite A
Ada, Ok 74820

Project Mailing list
COS-PW-16-04
FY16-17 REHAB CONCRETE STREETS PROJECT

HASKELL LEMONS, LLC.
PO Box 75608
OKC, OK 73147

HD Supply
14701 E. 116 N
Owasso, Ok 74055

Heller Construction
PO Box 1438
Hot Springs, Arkansas 71902

Howard Construction
901 S. Spring Lane
Blanchard, OK 73010

Howards Excavating and Paving
14000 S. Meridian Ave.
OKC, Ok 73173

J & S Dozer
1822 Elmgrove Road
Muskogee, Ok 74403

Jordan Contractors
123 S. Broadway
Tecumseh, Ok 74873

Keystone Services, Inc.
P.O. Box 218
Bixby, OK 74008

**Krapff Reynolds Construction
Company**
2400 N.E. 4th Street
OKC,OK 73117

Kraus Construction
2419 N. O Street
Fort Smith, Arkansas 72901

Kustom Krete
1901 Glenn Wood Dr.
Moore, OK 73160

Landes Engineering, L.L.C.
P. O. Box 1032
Shawnee, OK 74802-1032

Legacy Services, Inc.
10020 NW 134th Street
Yukon, OK 73099

MARKWELL PAVING COMPANY
P O BOX 82005
OKC OK 73148

McWane Pipe
10012 S. Maplewood Pl
Tulsa, OK 74137

Medevelop
3847 S. Boulevard, Suite 400
Edmond, OK 73013

Meridian Contracting Inc
17500 S. Sooner Rd
Norman, OK 73071

Merryman Excavators
1501 Land Road
Woodstock, IL

Midstate Traffic Control
12501 N. Sante Fe
OKC,OK 73114

Mike Little Construction
1901 N. Kickapoo
Shawnee, OK 74804

Nash Construction Company
700 S. Irving
Oklahoma City, OK 73129

OBC Inc
PO Box 3817
Edmond, Ok 73083

Parathon Construction
PO Box 1287
Edmond, Ok 73083-1287

Pbx Corporation
PO Box 644
Sapulpa, Ok 74067

Peter Porter
4409 N. Bryan Ave.
Shawnee, OK 74804-2352, R007

PIONEER ROCK
P O BOX 176
COMMERCE OK 74339

PM Construction
131 N. Richey
Pasadena, Texas 77506

Project Mailing list
COS-PW-16-04
FY16-17 REHAB CONCRETE STREETS PROJECT

RUDY CONSTRUCTION CO.
P O BOX 14575
OKC OK 73113

SAC Services
3600 S. Ross Ave.
Oklahoma City, OK 73119

SHELL CONSTRUCTION
P.O. Box 1178
OKC, OK 73101

Shiloh Enterprises, Inc.
5720 N. Industrial Blvd.
Edmond, OK 73034

Shoestring Enterprises LLC
PO Box 390
Olustee, OK 73560

Silver Star Construction, Inc.
2401 S. Broadway
Moore, OK 73160

TG Excavating
26016 E. Admiral Place
Catoosa, OK 74015

Time Striping Inc.
PO Box 1236
Van Buren, Arkansas 72957

TJ Campbell
6900 S SUNNYLANE
OKC OK 73135

Tom Hudson Paving
7400 W. HWY 33
Guthrie, OK 73044

Tonto Construction Inc
8101 W. 33rd Street South
Muskogee, Ok 74401

Traffic and Lighting Systems
13305 N. Sante Fe
OKC, OK 73114

Trent Construction
2200 N. Luther Road
Harrah, Ok 73045

T T K CONSTRUCTION
P O BOX 3681
EDMOND OK 73083

Urban Contractors
7113 N. Bryant Ave.
OKC, OK 73121

Water Works Plumbing, Inc
2613 N. Shields Blvd
Moore, Ok 73160

Wee Construction Co
PO Box 263
Washington, OK 73093

**White Hawk Engineering &
Design, LLC**
PO Box 7620
Moore, OK 73153-1620

White's Construction
2019 Spencer Dr.
Harrah, Ok 73045

WOOD & SONS PAVING
200 E. INTERSTATE 35
EDMOND OK 73034

Wynn Construction
11901 N. Eastern Ave.
OKC, OK 73131

Central Contracting
17301 South Sunny Lane
Norman, Ok 73071

Martin Marietta Materials Inc
1404 SW 89th Street
Okc, Ok 73159-6305

MKEC Engineering
1000 W. Wilshire suite 401
Okc, Ok 73116

Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850

Oklahoma Concrete LLC
Tyler Beaty
5990 Callahan Way NE
Piedmont, Ok 73078

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-16-04
FY 16-17 REHAB CONCRETE STREETS PROJECT
(VARIOUS LOCATIONS)
(HAVE CONFIRMED RECEIPT OF ADDENDUM)

Business Name: HASKELL LEMON CONSTRUCTION COMPANY
Contact: Tammy Robinson
Address: P.O. BOX 75608
OKC, OK 73147
Telephone: 405-947-6069
Fax: 405-947-6068
Cell: 405-206-5119
E-Mail: trobinson@HASKELLLEMON.COM
Paid for & Picked Up Specs: 4/13/17 credit

Business Name: RUDY CONSTRUCTION
Contact: PHIL PRATT
Address: PO BOX 14575
OKC, OK 73113
Telephone: 405-478-9900
Fax: 405-478-9901
Cell: _____
E-Mail: INFO@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: 4/19/17 CK #65977

Business Name: TOM HUDSON PAVING
Contact: JANET HUDSON
Address: 7400 W. HWY 33
GUTHRIE, OK 73044
Telephone: 405-341-9305
Fax: 405-359-1028
Cell: 405-641-5114
E-Mail: TOMHUDSONPAVING@AOL.COM
Paid for & Picked Up Specs: 4/21/17 CK #31675 MAILED

Business Name: BIG STAR SERVICES
Contact: GENE PARVIN
Address: 138 S. 176TH WEST AVE.
SAND SPRINGS, OK 74063
Telephone: 918-521-0310
Fax: _____
Cell: 918-521-0310
E-Mail: GPARVIN2@YAHOO.COM
Paid for & Picked Up Specs: 4/26/17 CK#10620

Business Name: MTZ CONSTRUCTION, INC
Contact: JOSE MARTINEZ
Address: 3534 SW 37TH ST.
OKC, OK 73119
Telephone: 405-593-1395
Fax: 405-686-0716
Cell: 405-593-1395
E-Mail: MTZCONSTRUCTION2012@HOTMAIL.COM
Paid for & Picked Up Specs: 4/26/17 CREDIT CARD

Business Name: A-TECH PAVING
Contact: AMANDA BLENKINSOP
Address: 7845 N. ROBINSON AVE, SUITE H2
OKC, OK 73116
Telephone: 405-418-4741
Fax: 405-418-4743
Cell: _____
E-Mail: ABLENKINSOP@ATECHPAVING.COM
Paid for & Picked Up Specs: 4/26/17 CK #13100

Business Name: SILVER STAR CONSTRUCTION
Contact: AARON PARKER
Address: 2401 S. BROADWAY ST.
MOORE, OK 73160
Telephone: 405-793-1725
Fax: 405-793-9989
Cell: 405-365-0577
E-Mail: AARONP@SILVERSTARCONST.COM
Paid for & Picked Up Specs: 4/26/17 CK#415021

Business Name: CP INTEGRATED SERVICES
Contact: JAY HUGHES
Address: 3007 NW 63RD ST. STE #200
OKC, OK 73116
Telephone: 405-732-0532
Fax: 405-242-6499
Cell: 405-627-7280
E-Mail: JAYHUGHES@COXINET.NET
Paid for & Picked Up Specs: 4/26/17 CREDIT CARD

Business Name: SAC SERVICES INC.
Contact: JOE MARTINEZ
Address: 3600 S. ROSE AVE
OKC, OK 73119
Telephone: 405-682-4948
Fax: 405-686-0882
Cell: 405-834-9092
E-Mail: SACSERVICEMTZ@YAHOO.COM
Paid for & Picked Up Specs: 4/26/17 CK #1260

Business Name: REDLANDS CONTRACTING
Contact: CHRIS HENDRICKSON
Address: 5601 N.W. 72ND St. Suite 308
WAR ACRES, OK 73132
Telephone: 405-603-6565
Fax: 405-603-6567
Cell: 405-820-1054
E-Mail: CHRIS.REDLANDS@GMAIL.COM
Paid for & Picked Up Specs: 5/3/17 CK # 2609

Business Name: PARATHON CONSTRUCTION LLC
Contact: JIMMY SMITH
Address: PO BOX 1287
EDMOND, OK 73083
Telephone: 405-605-6006
Fax: 866-391-1572
Cell: 405-202-0643
E-Mail: PARATHONCONSTRUCTION@GMAIL.COM
Paid for & Picked Up Specs: 5/4/17 CK #6594

Business Name: GCC ENTERPRISES, INC
Contact: LARRY LARSEN
Address: 1601 VALLEY VIEW LANE
DALLAS, TEXAS 75234
Telephone: 972-406-1050
Fax: 972-406-1053
Cell: 940-337-8470
E-Mail: LLARSEN@GCCENTERPRISE.COM
Paid for & Picked Up Specs: 5/5/17 CREDIT

Regular Board of Commissioners**7.b.**

Meeting Date: 05/16/2017

Signage Project

Submitted By: Kacie Bachhofer, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Gateway & Park Signage Project, Contract No. COS-PW-16-05 (Open)

Attachments

Signage Notice

Signing Mailing List

Signage Plan Holders List

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., **Tuesday, May 16, 2017**, for:

**BID: CONTRACT NO. COS-PW-16-05
GATEWAY & PARK SIGNAGE 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 \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, April 26, 2017, at 1:30 p.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK. Questions should be submitted in writing via email to MLudi@shawneeok.org prior to the Pre-Bid Conference.**

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-16-05
GATEWAY & PARK SIGNAGE PROJECT
May 16, 2017**

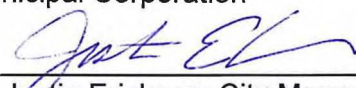
This project shall include **the final design, fabrication and installation of Gateway & Park signage throughout the community.** BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk 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., **Tuesday, May 16, 2017.** The City of Shawnee reserves the right to reject any and all bids.



CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 
Justin Erickson, City Manager

Project Mailing list
COS-PW-16-05
GATEWAY & PARK SIGNAGE PROJECT

J & B GRAPHICS
1811 NW 1ST ST.
OKLAHOMA City, ok 73106

Sign factory
136 W. MACARTHUR
SHAWNEE, OK 74804

AMAX SIGN COMPANY
9504 E. 55TH PLACE
TULSA, OK 74145

G & S SIGN SERVICES
1019 E. GRAND BLVD.
OKC, OK 73129

RANDY'S SIGNS
34205 WACO ROAD
SHAWNEE, OK 74801

METROSIGN CORPORATION
401 N. ANN ARBOR AVE.
OKC, OK 73127

GEOGRAPH INDUSTRIES
475 INDUSTRIAL DR.
HARRISON, OHIO 45030

BOYCE INDUSTRIES INC.
3160 W. KEARNY ST.
SPRINGFIELD, MISSOURI
65803

COLOR-AD
7200 GARY ROAD
MANASSAS, VA 20109

ARCHITECTURAL GRAPHICS INC
2655 INTERNATIONAL PARKWAY
VIRGINIA BEACH, VA 23452

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-16-05
GATEWAY & PARK SIGNAGE PROJECT

Business Name: GEOGRAPH INDUSTRIES
Contact: MATT PANZECA
Address: 475 INDUSTRIAL DR.
HARRISON, OHIO 45030
Telephone: 513-202-9200
Fax: 513-202-9299
Cell: _____
E-Mail: SALES@GEOGRAPH-IND.COM
Paid for & Picked Up Specs: no charge

Business Name: BOYCE INDUSTRIES INC.
Contact: ROBERT ROWLAND
Address: 3160 W. KEARNEY ST.
SPRINGFIELD, MISSOURI 65803
Telephone: 417-862-1778 EXT. 111
Fax: 417-865-9237
Cell: _____
E-Mail: RROWLAND@SIGNLINK.COM
Paid for & Picked Up Specs: no charge

Business Name: RANDY'S SIGNS INC.
Contact: RANDY PENIX
Address: 34305 WACO ROAD
SHAWNEE, OK 74801
Telephone: 405-273-2564
Fax: 405-273-0672
Cell: 405-788-9213
E-Mail: RANDY@RANDYSSIGNS.COM
Paid for & Picked Up Specs: no charge

Business Name: A-MAX SIGN
Contact: BRUCE ANDERSON
Address: 9520 e. 55TH PL.
TULSA, OK 74145-8108
Telephone: 918-622-0651
Fax: _____
Cell: _____
E-Mail: BANDERSON@AMAXSIGN.COM
Paid for & Picked Up Specs: no charge

Business Name: METRO SIGN CORPORATION
Contact: TROY SCHWENBERG
Address: 401 N. ANN ARBOR
OKC, OK 73127
Telephone: 405-949-1555
Fax: 405-949-1587
Cell: _____
E-Mail: TROY@METROSIGN.COM
Paid for & Picked Up Specs: no charge

Business Name: J & B GRAPHICS, INC.
Contact: BOB MORRIS
Address: 1811 NW 1ST STREET
OKC, OK 73106
Telephone: 405-524-7446
Fax: 405-528-4602
Cell: _____
E-Mail: JTURNER@JANDBGRAPHICS.NET
Paid for & Picked Up Specs: no charge

Business Name: G & S SIGN SERVICES
Contact: CAMERON GLEASON
Address: 1019 E. GRAND BLVD
OKC, OK 73129
Telephone: 405-604-3636
Fax: 405-604-3442
Cell: 405-255-1660
E-Mail: CAMERON@GSSIGNSERVICES.COM
Paid for & Picked Up Specs: no charge

Business Name: COLOR-AD
Contact: S.K. RAO
Address: 7200 GARY ROAD
MANASSAS, VA 20109
Telephone 703-631-9100
Fax: 703-631-7849
Cell: 516-250-9661
E-Mail: SKRAO@COLOR-AD.COM LSIEBERT@COLOR-AD.COM
Paid for & Picked Up Specs: no charge

Business Name: ARCHITECTURAL GRAPHICS INC.
Contact: WILLIAM CLARK
Address: 2655 INTERNATIONAL PARKWAY
VIRGINIA BEACH, VIRGINIA 23452
Telephone: 1-800-877-7868 EXT. 256
Fax: 757-430-1297
Cell: 757-635-6396
E-Mail: WCLARK@AGISIGN.COM
Paid for & Picked Up Specs: no charge

Business Name: GRAPHIC HOUSE INC
Contact: JASPER HARTINGER
Address: 400 SOUTH 72ND AVE
WAUSAU, WISCONSIN 54401
Telephone: 715-842-0402 EXT 222
Fax: 715-848-9108
Cell: _____
E-Mail: EMILYJ@GRAPHICHOUSEINC.COM
Paid for & Picked Up Specs: CREDIT CARD 4/21/17 MAILED

Business Name: WALSH BRANDING/HOFFER WASKA
Contact: WAYNE CAMPBELL
Address: 300 EAST BRADY
TULSA, OK 74120
Telephone: 918-743-9600
Fax: 918-388-9084
Cell: 918-600-7805
E-Mail: WAYNEC@WALSHBRANDING.COM
Paid for & Picked Up Specs: PD 4/26/17 CREDIT CARD

Business Name: _____
Contact: _____
Address: _____

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