

AGENDA
SHAWNEE MUNICIPAL AUTHORITY
March 4, 2013 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the February 19, 2013 regular meeting.
 - b. Budget Amendment
To adjust water items and to add money for airport lift station that was commission approved.
 - c.
 1. Mrs. Betty Ray Gilbert
A 5' Easement located in parts of Lot 4 and Lot 5, Block 5 of North Park
 2. Mr. & Mrs. Cory & Destiny McLoud Revocable Living Trust
A 10' Easement located in part of Lot 4, Block 5 of North Park Addition
 3. Mr. & Mrs. Carroll E., & Vickie R. Shinn
A 10' Easement located in part of Lot 4, Block 5 of North Park Addition
 4. Mrs. Myra Jean Bray Revocable Living Trust
A 10' Easement located in Lot 1, Block 5 of North Park Addition
 5. Mr. George Avitia
A 10' Easement located in part of Lot 2, Block 5 of North Park
 6. Mr. Robert L. Franklin
A 10' Easement located in part of Lot 2, Block 5 of North Park
 7. Ms. Carrie Huston
A 10' Easement located in part of Lot 3, Block 5 of North Park
 8. Mr. & Mrs. Alfred H. & Adriane C. Bryce Revocable Living Trust
A 10' Easement located in part of Lot 3, Block 5 of North Park Addition
 9. Mr. Custis Hargus
A 10' Easement located in parts of Lot 3 and Lot 4, Block 5 of North Park Addition
 10. Bank of America, N.A.
A 10' Easement located in parts of Lot 2 and Lot 3, Block 5 of North Park

d. 1. Absentee Shawnee Housing Authority

Utility easement legal description: a utility easement located in the southeast corner of the above described property in the northeast quarter of the southeast quarter of section 20, township 10 north, range 4 east of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: beginning at the southeast corner the above described description; thence north east line a distance of 62.00 feet, also being 66.40 feet north of the centerline of E. Main Street; thence west a distance of 25.00 feet; thence south a distance of 62.00 feet also being 66.40 feet south to the Centerline of E. Main Street; thence east 25.00 feet to the point of beginning containing 0.035 acres more or less.

2. Consider and take action with respect to a resolution of the Shawnee Municipal Authority authorizing a loan from the Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed \$13,350,000; approving the issuance of a promissory note in the total aggregate principal amount of not to exceed \$13,350,000, secured by a pledge of revenues and authorizing its execution; designating the local trustee and aproving and authorizing the execution of a trust agreement; approving and authorizing the execution of a loan agreement; approving and authorizing the execution of a security agreement; ratifying and confirming a lease agreement and operation and maintenance contract, as amended; approving various covenants; approving and authorizing payment of fees and expenses; and containing other provisions relating thereto.
3. Consider Bids:
 - a. Sanitary Sewer Rehab Project (Various Locations) Contract No. SMA-13-05 (Award)
4. New Business

(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
5. Administrative Reports
6. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

Shawnee Municipal Authority

1. a.

Meeting Date: 03/04/2013

Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Title of Item for Agenda

Minutes from the February 19, 2013 regular meeting.

Attachments

Minutes

THE TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN REGULAR SCHEDULED SESSION IN THE COMMISSION CHAMBERS AT CITY HALL, 9TH AND BROADWAY, SHAWNEE, OKLAHOMA, TUESDAY, FEBRUARY 19, 2013, FOLLOWING THE BOARD OF CITY COMMISSIONERS MEETING AT 6:30 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Stephens, Agee, Harrod, Mainord, Hall, Winterringer, Smith

ABSENT: None

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda

- a. Minutes from the February 4, 2013 regular meeting and February 11, 2013 special call meeting.
- b. Authorize change order on Midland Street Water Line Replacement.

A motion was made by Trustee Harrod, seconded by Trustee Smith, to approve the Consent Agenda items 1(a-b). Motion carried 7-0.

AYE: Harrod, Smith, Stephens, Agee, Mainord, Hall, Winterringer

NAY: None

AGENDA ITEM NO. 2: Presentation to update progress on the SMA Master Plan Project by Max Baldischwiler and Maya Turner of Smith, Roberts, Baldischwiler.

Mr. Max Baldischwiler and Mr. Tom Carello were present to provide trustees with an update regarding the Master Plan Project. Preliminary reports indicate that the water plant will not require many improvements within the next ten years. Mr. Baldischwiler stated that their next step will be to perform a pilot

study at the filters. Regarding the sewer treatment plants, Mr. Carello indicated that they are being calibrated now and a future decision will have to be made regarding the viability of the southside treatment plant. He stated that the completed master plan will address that issue and provide a solution to the problem.

AGENDA ITEM NO. 3:

Discussion, consideration and possible action regarding rebates for Grenada Country Estates, Tanglewood, Coronado Terrace and Cedar Creek Water Improvement District and authorization for collection of outstanding assessments.

A staff report was given by Finance Director Cindy Sementelli. She gave a brief history of the assessment district and stated that the Commission serving at the time the assessment district was established had directed staff to look into providing rebates to the original 137 assessment participants at the end of the 10 year assessment period. The funds for the rebate would come from additional residences and/or businesses tapping into the water line after the assessment district was established. At the current time, all assessments have been paid except for two in the total amount of \$2,300.00. A motion was made by Trustee Winterringer, seconded by Trustee Stephens, to collect the outstanding amount of \$2,300.00 from the delinquent participants; once whole and all assessments paid then this matter will be brought back to City Commission for consideration of rebates. Motion carried 7-0.

AYE: Winterringer, Stephens, Agee, Harrod, Mainord, Hall, Smith

NAY: None

AGENDA ITEM NO. 4:

Consider Bids:

- a. Sanitary Sewer Rehab Project (Various Locations) (Open)
Contract SMA-13-05

BIDDER

AMOUNT

Urban Contractors, Inc.
Oklahoma City, OK

\$772,660.00

Tri-Star Utilities, Inc. Independence, KS	\$1,079,209.00
Krapff-Reynolds Oklahoma City, OK	\$909,348.00
Kalka Construction Co. Chandler, OK	\$1,296,170.00
Jordan Contractors, Inc. Tecumseh, OK	\$740,955.00

Interim Public Works Director Steve Nelms read the bids into the record and requested that the bid award be deferred to the next meeting to allow staff to review and check references.

A motion was made by Trustee Harrod, seconded by Trustee Hall, to defer the bid award to the March 4, 2013 Shawnee Municipal Authority meeting. Motion carried 7-0.

AYE: Harrod, Hall, Winterringer, Smith, Stephens, Agee, Mainord
NAY: None

AGENDA ITEM NO. 5: 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. 6: Administrative Reports

There was no Administrative Reports.

AGENDA ITEM NO. 7: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:17 p.m.)

ATTEST:

(SEAL)

WES MAINORD
CHAIRMAN

PHYLLIS LOFTIS, CMC, CITY CLERK
SECRETARY

Shawnee Municipal Authority

1. b.

Meeting Date: 03/04/2013

Budget Amendment

Submitted By: Donna Mayo, Administration

Department: Administration

Title of Item for Agenda

Budget Amendment

To adjust water items and to add money for airport lift station that was commission approved.

Attachments

Budget Amendment

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
501	4501			WATER SALES	7,250,000.00	180,000.00	7,430,000.00
				Total	7,250,000.00	180,000.00	7,430,000.00

Appropriations

[illegible]

Approved by the City Commission this

Explanation of Budget Amendment:
TO ADJUST WATER ITEMS AND TO ADD MONEY FOR
AIRPORT LIFT STATION THAT WAS COMMISSIONED APPROVED

Approved:

Mayor

Attest:

City Clerk

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

Shawnee Municipal Authority

1. c.

Meeting Date: 03/04/2013

Easements North Park Sewer Line

Submitted By: Donna Mayo, Administration

Department: Administration

Title of Item for Agenda

1. Mrs. Betty Ray Gilbert
A 5' Easement located in parts of Lot 4 and Lot 5, Block 5 of North Park
2. Mr. & Mrs. Cory & Destiny McLoud Revocable Living Trust
A 10' Easement located in part of Lot 4, Block 5 of North Park Addition
3. Mr. & Mrs. Carol E., & Vickie R. Shinn
A 10' Easement located in part of Lot 4, Block 5 of North Park Addition
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9. Mr. Custis Hargus
A 10' Easement located in parts of Lot 3 and Lot 4, Block 5 of North Park Addition
10. Bank of America, N.A.
A 10' Easement located in parts of Lot 2 and Lot 3, Block 5 of North Park

Attachments

Easements North Park

Right of Way

THIS AGREEMENT, made and entered into by and between **Mrs. Betty Ray Gilbert**, a Single Person, hereinafter called the Grantor and whose mailing address is 1221 North Broadway, Shawnee, OK 74801 Pottawatomie County, and Mr. & Mrs. John P. and Stephanie A. McCullough, hereinafter called the Grantee and whose mailing address is 1237 North Broadway Shawnee, OK 74801.

WITNESSETH, that the Grantor, for and in consideration of valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to have lain, maintained, operated, installed, removed, and replaced a sanitary sewer line, with equipment and other necessary materials, with the rights of Ingress and egress to and from the same, over and through certain lands and situated in the County of Pottawatomie State of OK, and more particularly identified and described, as follows, to-wit:

A 5' Easement being 2.5' either side of the described center line located in parts of Lot 4 and Lot 5, Block 5 of North Park Addition to the City of Shawnee situated in the ortheast Quarter of the Northwest Quarter of Section 18, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner of Lot 5, Block 5 of the North Park Addition, thence North 09°18'40" East a distance of 42.36 feet to the point of beginning; thence North 00°36'35" West a distance of 41.20 feet to the point of ending.

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within five feet of the sanitary sewer line without the written consent of the Grantee.
2. That said Grantor, hereby covenants to not disturb the surface of the ground within 5 feet of the sanitary sewer line (by excavation or by addition of soil) without prior written consent of the Grantee.
3. That the Grantee shall have the right at any time to change the size of its sanitary sewer line and to cut, trim, and keep clear all trees, brush and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance, installation, removal, or replacement of said sanitary sewer line.
4. Grantor acknowledges the requirement of Oklahoma Statutes Title 63, Section 142.1 and following, which outlines the procedure for Call OKIE prior to any digging near underground utilities.
5. Should Grantee abandon this permanent easement and right of way, it shall revert to the Grantor, its successors or assignees.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement

This 26th day of October, 2012.

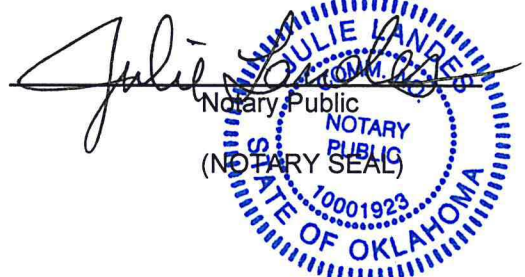
Betty Ray Gilbert
Betty Ray Gilbert



State of Oklahoma)
)
Pottawatomie County) ss.

Before me, in and for this State, on this 26th day of October 2012, personally appeared Mrs. Betty Ray Gilbert Single Person to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act for the uses and purposes therein set forth, and witness my hand and seal the day and year last above written.

My commission expires: March 8, 2014



Right of Way

THIS AGREEMENT, made and entered into by and between **Mr. & Mrs. Cory & Destiny McLoud Revocable Living Trust**, hereinafter called the Grantor and whose mailing address is 17 East Severn, Shawnee, OK 74801 Pottawatomie County, and the **Shawnee Municipal Authority**, an Oklahoma Public Trust, hereinafter called the Grantee and whose mailing address is 16 West 9th Street Shawnee, OK 74801.

WITNESSETH, that the Grantor, for and in consideration of valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, install, remove, and replace a sanitary sewer line, with equipment and other necessary materials, with the rights of ingress and egress to and from the same, over and through certain lands and situated in the County of Pottawatomie State of OK, and more particularly identified and described, as follows, to-wit:

A 10' Easement being 5' either side of the described center line located in part of Lot 4, Block 5 of North Park Addition to the City of Shawnee situated in the Northeast Quarter of the Northwest Quarter of Section 18, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner of Lot 5, Block 5 of the North Park Addition, thence North 54°08'16" East a distance of 78.12 feet to the point of beginning; thence South 88°52'37" East a distance of 50.02 feet to the point of ending.

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

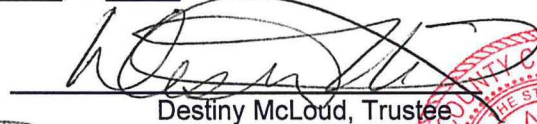
1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within five feet of the sanitary sewer line without the written consent of the Grantee.
2. That said Grantor, hereby covenants to not disturb the surface of the ground within 5 feet of the sanitary sewer line (by excavation or by addition of soil) without prior written consent of the Grantee.
3. That the Grantee shall have the right at any time to change the size of its sanitary sewer line and to cut, trim, and keep clear all trees, brush and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance, installation, removal, or replacement of said sanitary sewer line.
4. Grantor acknowledges the requirement of Oklahoma Statutes Title 63, Section 142.1 and following, which outlines the procedure for Call OKIE prior to any digging near underground utilities.
5. Should Grantee abandon this permanent easement and right of way, it shall revert to the Grantor, its successors or assignees.

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

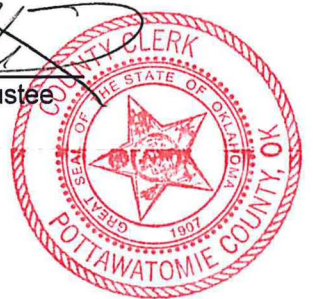
IN WITNESS WHEREOF, the undersigned have executed this right of way agreement

This 24th day of October, 2012.

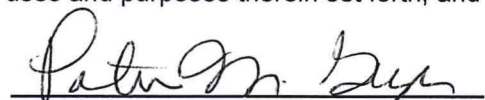

Cory McLoud, Trustee


Destiny McLoud, Trustee

State of Oklahoma)
Pottawatomie County) ss.



Before me, in and for this State, on this 24th day of October, 2012, personally appeared Mr. & Mrs. Cory & Destiny McLoud Revocable Living Trust Trustees to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act for the uses and purposes therein set forth, and witness my hand and seal the day and year last above written.


Notary Public
(NOTARY SEAL)

My commission expires: 5-1-14
Comm #0207689

Right of Way

THIS AGREEMENT, made and entered into by and between **Mr. & Mrs. Carol E. & Vickie R. Shinn**, Husband & Wife, hereinafter called the Grantor and whose mailing address is 15 East Severn, Shawnee, OK 74801 Pottawatomie County, and the **Shawnee Municipal Authority**, an Oklahoma Public Trust, hereinafter called the Grantee and whose mailing address is 16 West 9th Street Shawnee, OK 74801.

WITNESSETH, that the Grantor, for and in consideration of valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, install, remove, and replace a sanitary sewer line, with equipment and other necessary materials, with the rights of Ingress and egress to and from the same, over and through certain lands and situated in the County of Pottawatomie State of OK, and more particularly identified and described, as follows, to-wit:

A 10' Easement being 5' either side of the described center line located in part of Lot 4, Block 5 of North Park Addition to the City of Shawnee situated in the Northeast Quarter of the Northwest Quarter of Section 18, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner of Lot 5, Block 5 of the North Park Addition, thence North 11°13'57" East a distance of 47.75 feet to the point of beginning; thence South 88°52'37" East a distance of 50.02 feet to the point of ending.

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within five feet of the sanitary sewer line without the written consent of the Grantee.
2. That said Grantor, hereby covenants to not disturb the surface of the ground within 5 feet of the sanitary sewer line (by excavation or by addition of soil) without prior written consent of the Grantee.
3. That the Grantee shall have the right at any time to change the size of its sanitary sewer line and to cut, trim, and keep clear all trees, brush and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance, installation, removal, or replacement of said sanitary sewer line.
4. Grantor acknowledges the requirement of Oklahoma Statutes Title 63, Section 142.1 and following, which outlines the procedure for Call OKIE prior to any digging near underground utilities.
5. Should Grantee abandon this permanent easement and right of way, it shall revert to the Grantor, its successors or assignees.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement

This 24th day of October, 2012.

Carol E. Shinn
Carol E. Shinn

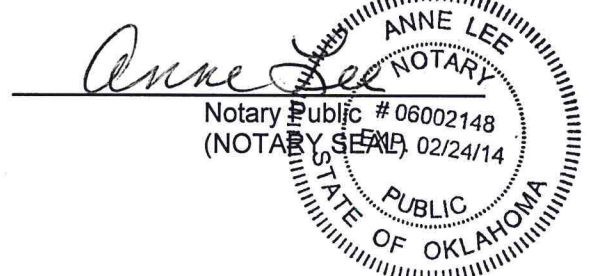
Vickie R. Shinn
Vickie R. Shinn



State of Oklahoma)
)
Pott County) ss.

Before me, in and for this State, on this 24th day of October 2012, personally appeared Mr. & Mrs. Carol E. & Vickie R. Shinn Husband & Wife to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act for the uses and purposes therein set forth, and witness my hand and seal the day and year last above written.

My commission expires: 2-24-14



Right of Way

THIS AGREEMENT, made and entered into by and between **Mrs. Myra Jean Bray Revocable Living Trust**, hereinafter called the Grantor and whose mailing address is 1212 North Union, Shawnee, OK 74801 Pottawatomie County, and the **Shawnee Municipal Authority**, an Oklahoma Public Trust, hereinafter called the Grantee and whose mailing address is 16 West 9th Street Shawnee, OK 74801.

WITNESSETH, that the Grantor, for and in consideration of valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, install, remove, and replace a sanitary sewer line, with equipment and other necessary materials, with the rights of Ingress and egress to and from the same, over and through certain lands and situated in the County of Pottawatomie State of OK, and more particularly identified and described, as follows, to-wit:

A 10' Easement being 5' either side of the described center line located in Lot 1, Block 5 of North Park Addition to the City of Shawnee situated in the Northeast Quarter of the Northwest Quarter of Section 18, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Southwest Corner of Lot 1, Block 5 of the North Park Addition, thence North 00°36'43" West a distance of 33.89 feet to the point of beginning; thence South 45°38'51" East a distance of 47.90 feet to the point of ending.

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within five feet of the sanitary sewer line without the written consent of the Grantee.
2. That said Grantor, hereby covenants to not disturb the surface of the ground within 5 feet of the sanitary sewer line (by excavation or by addition of soil) without prior written consent of the Grantee.
3. That the Grantee shall have the right at any time to change the size of its sanitary sewer line and to cut, trim, and keep clear all trees, brush and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance, installation, removal, or replacement of said sanitary sewer line.
4. Grantor acknowledges the requirement of Oklahoma Statutes Title 63, Section 142.1 and following, which outlines the procedure for Call OKIE prior to any digging near underground utilities.
5. Should Grantee abandon this permanent easement and right of way, it shall revert to the Grantor, its successors or assignees.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement

This 1st day of NOVEMBER, 2012.

Myra Jean Bray
Myra Jean Bray, Trustee



State of Oklahoma)
)
Pottawatomie County) ss.

Before me, in and for this State, on this 1st day of November 2012, personally appeared Mrs. Myra Jean Bray Revocable Living Trust Trustee to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act for the uses and purposes therein set forth, and witness my hand and seal the day and year last above written.

My commission expires: March 8, 2014



Right of Way

THIS AGREEMENT, made and entered into by and between **Mr. George Avitia**, a Single Person, hereinafter called the Grantor and whose mailing address is 29 East Severn, Shawnee, OK 74801 Pottawatomie County, and the **Shawnee Municipal Authority**, an Oklahoma Public Trust, hereinafter called the Grantee and whose mailing address is 16 West 9th Street Shawnee, OK 74801.

WITNESSETH, that the Grantor, for and in consideration of valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, install, remove, and replace a sanitary sewer line, with equipment and other necessary materials, with the rights of Ingress and egress to and from the same, over and through certain lands and situated in the County of Pottawatomie State of OK, and more particularly identified and described, as follows, to-wit:

A 10' Easement being 5' either side of the described center line located in part of Lot 2, Block 5 of North Park Addition to the City of Shawnee situated in the Northeast Quarter of the Northwest Quarter of Section 18, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Southwest Corner of Lot 1, Block 5 of the North Park Addition, thence North 00°36'43" West a distance 33.89 feet to the point of beginning; thence North 88°52'37" West a distance of 56.03 feet to the point of ending.

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within five feet of the sanitary sewer line without the written consent of the Grantee.
2. That said Grantor, hereby covenants to not disturb the surface of the ground within 5 feet of the sanitary sewer line (by excavation or by addition of soil) without prior written consent of the Grantee.
3. That the Grantee shall have the right at any time to change the size of its sanitary sewer line and to cut, trim, and keep clear all trees, brush and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance, installation, removal, or replacement of said sanitary sewer line.
4. Grantor acknowledges the requirement of Oklahoma Statutes Title 63, Section 142.1 and following, which outlines the procedure for Call OKIE prior to any digging near underground utilities.
5. Should Grantee abandon this permanent easement and right of way, it shall revert to the Grantor, its successors or assignees.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement

This 24th day of January, 2013.

George Avitia
George Avitia



State of Oklahoma)
Pottawatomie County) ss.

Before me, in and for this State, on this 24th day of January, 2013, personally appeared Mr. George Avitia Single Person to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act for the uses and purposes therein set forth, and witness my hand and seal the day and year last above written.



My commission expires: March 8, 2014

Julie Landes
Notary Public
(NOTARY SEAL)

Right of Way

THIS AGREEMENT, made and entered into by and between **Mr. Robert L. Franklin**, a single person, hereinafter called the Grantor and whose mailing address is 27 East Severn, Shawnee, OK 74801 Pottawatomie County, and the **Shawnee Municipal Authority**, an Oklahoma Public Trust, hereinafter called the Grantee and whose mailing address is 16 West 9th Street Shawnee, OK 74801.

WITNESSETH, that the Grantor, for and in consideration of valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, install, remove, and replace a sanitary sewer line, with equipment and other necessary materials, with the rights of Ingress and egress to and from the same, over and through certain lands and situated in the County of Pottawatomie State of OK, and more particularly identified and described, as follows, to-wit:

A 10' Easement being 5' either side of the described center line located in part of Lot 2, Block 5 of North Park Addition to the City of Shawnee situated in the Northeast Quarter of the Northwest Quarter of Section 18, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Southwest Corner of Lot 1, Block 5 of the North Park Addition, thence North 58°10'35" West a distance of 66.35 feet to the point of beginning; thence North 88°52'37" West a distance of 50.02 feet to the point of ending.

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within five feet of the sanitary sewer line without the written consent of the Grantee.
2. That said Grantor, hereby covenants to not disturb the surface of the ground within 5 feet of the sanitary sewer line (by excavation or by addition of soil) without prior written consent of the Grantee.
3. That the Grantee shall have the right at any time to change the size of its sanitary sewer line and to cut, trim, and keep clear all trees, brush and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance, installation, removal, or replacement of said sanitary sewer line.
4. Grantor acknowledges the requirement of Oklahoma Statutes Title 63, Section 142.1 and following, which outlines the procedure for Call OKIE prior to any digging near underground utilities.
5. Should Grantee abandon this permanent easement and right of way, it shall revert to the Grantor, its successors or assignees.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement

This 6th day of November, 2012.

Robert L. Franklin
Robert L. Franklin



State of Oklahoma)
)
Pottawatomie County) ss.

Before me, in and for this State, on this 6th day of November 2012, personally appeared Mr. Robert L. Franklin, a single person to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act for the uses and purposes therein set forth, and witness my hand and seal the day and year last above written.

My commission expires:

March 8, 2014

Julie Linder
Notary Public
(NOTARY SEAL)



Right of Way

THIS AGREEMENT, made and entered into by and between **Ms. Carrie Huston**, a single person, hereinafter called the Grantor and whose mailing address is 23 East Severn, Shawnee, OK 74801 Pottawatomie County, and the **Shawnee Municipal Authority**, an Oklahoma Public Trust, hereinafter called the Grantee and whose mailing address is 16 West 9th Street Shawnee, OK 74801.

WITNESSETH, that the Grantor, for and in consideration of valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, install, remove, and replace a sanitary sewer line, with equipment and other necessary materials, with the rights of Ingress and egress to and from the same, over and through certain lands and situated in the County of Pottawatomie State of OK, and more particularly identified and described, as follows, to-wit:

A 10' Easement being 5' either side of the described center line located in part of Lot 3, Block 5 of North Park Addition to the City of Shawnee situated in the Northeast Quarter of the Northwest Quarter of Section 18, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Southwest Corner of Lot 1, Block 5 of the North Park Addition, thence North 76°42'30" West a distance of 160.71 feet to the point of beginning; thence North 88°52'37" West a distance of 50.02 feet to the point of ending.

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within five feet of the sanitary sewer line without the written consent of the Grantee.
2. That said Grantor, hereby covenants to not disturb the surface of the ground within 5 feet of the sanitary sewer line (by excavation or by addition of soil) without prior written consent of the Grantee.
3. That the Grantee shall have the right at any time to change the size of its sanitary sewer line and to cut, trim, and keep clear all trees, brush and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance, installation, removal, or replacement of said sanitary sewer line.
4. Grantor acknowledges the requirement of Oklahoma Statutes Title 63, Section 142.1 and following, which outlines the procedure for Call OKIE prior to any digging near underground utilities.
5. Should Grantee abandon this permanent easement and right of way, it shall revert to the Grantor, its successors or assignees.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement

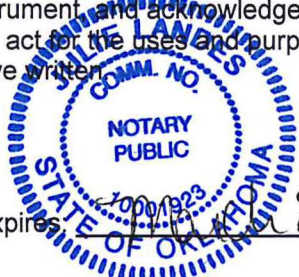
This 31st day of January, 2013.

Carrie Huston
Carrie Huston



State of Oklahoma)
Pottawatomie County) ss.

Before me, in and for this State, on this 31st day of January, 2013, personally appeared Ms. Carrie Huston, a single person to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act for the uses and purposes therein set forth, and witness my hand and seal the day and year last above written.



My commission expires

Julie Jones
Notary Public
(NOTARY SEAL)

Right of Way

THIS AGREEMENT, made and entered into by and between **Mr. & Mrs. Alfred H. & Adriane C. Bryce Revocable Living Trust**, hereinafter called the Grantor and whose mailing address is 21 East Severn, Shawnee, OK 74801 Pottawatomie County, and the **Shawnee Municipal Authority**, an Oklahoma Public Trust, hereinafter called the Grantee and whose mailing address is 16 West 9th Street Shawnee, OK 74801.

WITNESSETH, that the Grantor, for and in consideration of valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, install, remove, and replace a sanitary sewer line, with equipment and other necessary materials, with the rights of Ingress and egress to and from the same, over and through certain lands and situated in the County of Pottawatomie State of OK, and more particularly identified and described, as follows, to-wit:

A 10' Easement being 5' either side of the described center line located in part of Lot 3, Block 5 of North Park Addition to the City of Shawnee situated in the Northeast Quarter of the Northwest Quarter of Section 18, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner of Lot 5, Block 5 of the North Park Addition, thence North 74°59'13" East a distance of 169.11 feet to the point of beginning; thence South 88°52'37" East a distance of 50.02 feet to the point of ending.

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within five feet of the sanitary sewer line without the written consent of the Grantee.
2. That said Grantor, hereby covenants to not disturb the surface of the ground within 5 feet of the sanitary sewer line (by excavation or by addition of soil) without prior written consent of the Grantee.
3. That the Grantee shall have the right at any time to change the size of its sanitary sewer line and to cut, trim, and keep clear all trees, brush and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance, installation, removal, or replacement of said sanitary sewer line.
4. Grantor acknowledges the requirement of Oklahoma Statutes Title 63, Section 142.1 and following, which outlines the procedure for Call OKIE prior to any digging near underground utilities.
5. Should Grantee abandon this permanent easement and right of way, it shall revert to the Grantor, its successors or assignees.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement

This 25th day of October, 2012.

Alfred H. Bryce Trustee
Alfred H. Bryce, Trustee

Adriane C. Bryce Trustee
Adriane C. Bryce, Trustee



State of Oklahoma)
Pottawatomie County) ss.

Before me, in and for this State, on this 25th day of October, 2012, personally appeared Mr. & Mrs. Alfred H. & Adriane C. Bryce Revocable Living Trust Trustees to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act for the uses and purposes therein set forth, and witness my hand and seal the day and year last above written.

My commission expires: 12-23-12

Michelle Sigman
Notary Public
(NOTARY SEAL)
MICHELLE SIGMAN
Notary Public
State of Oklahoma
Commission # 05000085

Right of Way

THIS AGREEMENT, made and entered into by and between **Mr. Curtis Hargus**, a Single Person, hereinafter called the Grantor and whose mailing address is 19 East Severn, Shawnee, OK 74801 Pottawatomie County, and the **Shawnee Municipal Authority**, an Oklahoma Public Trust, hereinafter called the Grantee and whose mailing address is 16 West 9th Street Shawnee, OK 74801.

WITNESSETH, that the Grantor, for and in consideration of valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, install, remove, and replace a sanitary sewer line, with equipment and other necessary materials, with the rights of Ingress and egress to and from the same, over and through certain lands and situated in the County of Pottawatomie State of OK, and more particularly identified and described, as follows, to-wit:

A 10' Easement being 5' either side of the described center line located in parts of Lot 3 and Lot 4, Block 5 of North Park Addition to the City of Shawnee situated in the Northeast Quarter of the Northwest Quarter of Section 18, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner of Lot 5, Block 5 of the North Park Addition, thence North 68°26'09" East a distance of 121.86 feet to the point of beginning; thence South 88°52'37" East a distance of 50.02 feet to the point of ending.

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within five feet of the sanitary sewer line without the written consent of the Grantee.
2. That said Grantor, hereby covenants to not disturb the surface of the ground within 5 feet of the sanitary sewer line (by excavation or by addition of soil) without prior written consent of the Grantee.
3. That the Grantee shall have the right at any time to change the size of its sanitary sewer line and to cut, trim, and keep clear all trees, brush and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance, installation, removal, or replacement of said sanitary sewer line.
4. Grantor acknowledges the requirement of Oklahoma Statutes Title 63, Section 142.1 and following, which outlines the procedure for Call OKIE prior to any digging near underground utilities.
5. Should Grantee abandon this permanent easement and right of way, it shall revert to the Grantor, its successors or assignees.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement

This 30th day of January, 2013.

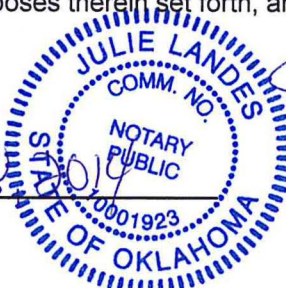
Curtis Hargus
Curtis Hargus



State of Oklahoma)
)
Pottawatomie County) ss.

Before me, in and for this State, on this 30th day of January, 2013, personally appeared Mr. Curtis Hargus Single Person to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act for the uses and purposes therein set forth, and witness my hand and seal the day and year last above written.

My commission expires: March 2014



Julie Landes
Notary Public

(NOTARY SEAL)

RIGHT OF WAY

THIS AGREEMENT, made and entered into by and between Bank of America, N.A. ("Grantor") and whose mailing address is 25 East Severn, Shawnee, OK 74801, Pottawatomie County, Oklahoma, and the Shawnee Municipal Authority, an Oklahoma Public Trust (the "Grantee"), and whose mailing address is 16 West 9th Street Shawnee, OK 74801.

WITNESSETH, that Grantor, for and in consideration of valuable consideration, the receipt of which is hereby acknowledged, does grant to the Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, install, remove, and replace a sanitary sewer line, with equipment and other necessary materials, with the rights of Ingress and egress to and from the same, over and through certain lands and situated in the County of Pottawatomie, State of Oklahoma, and more particularly identified and described, as follows, to-wit:

A 10' Easement being 5' either side of the described center line located in parts of Lot 2 and Lot 3, Block 5 of North Park Addition to the City of Shawnee situated in the Northeast Quarter of the Northwest Quarter of Section 18, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Southwest Corner of Lot 1, Block 5 of the North Park Addition, thence North 71°19'15" West a distance of 112.31 feet to the point of beginning; thence North 88°52'37" West a distance of 50.02 feet to the point of ending.

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

1. Grantor is to fully use and enjoy the premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within five feet of the sanitary sewer line without the written consent of Grantee.
2. Grantor covenants to not disturb the surface of the ground within 5 feet of the sanitary sewer line (by excavation or by addition of soil) without prior written consent of Grantee.
3. Grantee shall have the right at any time to change the size of its sanitary sewer line and to cut, trim, and keep clear all trees, brush and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance, installation, removal, or replacement of the sanitary sewer line.
4. Grantor acknowledges the requirement of 63 O.S. § 142.1 et seq. which outlines the procedure for Call OKIE prior to any digging near underground utilities.
5. Should Grantee abandon this permanent easement and right of way, it shall revert to the Grantor, its successors or assignees.

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

IN WITNESS WHEREOF, the undersigned have executed this Right Of Way Agreement.

DATED THIS 13 day of February, 2013

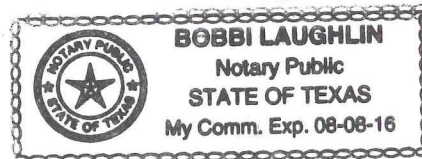
Vice President for Bank of America, Michael B. Chew
N.A.

State of Texas)
Collins County) ss.

Before me, in and for this State, on this 13 day of February, 2013, personally appeared Michael Chew, VP to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act for the uses and purposes therein set forth, and witness my hand and seal the day and year last above written.

Bobbi Laughlin
NOTARY PUBLIC, My Comm. # 12160820-5

My commission expires: 8/29/16
(NOTARY SEAL)



PASSED AND APPROVED this _____ day of _____, 2013.

SHAWNEE MUNICIPAL AUTHORITY

WES MAINORD, CHAIRMAN

ATTEST:

PHYLLIS LOFTIS, SECRETARY

(SEAL)

APPROVED AS TO FORM AND LEGALITY THIS _____ day of _____, 2013.

MARY ANN KARNS, GENERAL COUNSEL

Shawnee Municipal Authority

1. d.

Meeting Date: 03/04/2013

Easement Kimberly Sewer Lift Station

Submitted By: Donna Mayo, Administration

Department: Administration

Title of Item for Agenda

1. Absentee Shawnee Housing Authority

Utility easement legal description: a utility easement located in the southeast corner of the above described property in the northeast quarter of the southeast quarter of section 20, township 10 north, range 4 east of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: beginning at the southeast corner the above described description; thence north east line a distance of 62.00 feet, also being 66.40 feet north of the centerline of E. Main Street; thence west a distance of 25.00 feet; thence south a distance of 62.00 feet also being 66.40 feet south to the Centerline of E. Main Street; thence east 25.00 feet to the point of beginning containing 0.035 acres more or less.

Attachments

Easements Kimberly Sewer Lift

PERMANENT UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Abeenee Shawnee Housing Authority ("grantor") for and in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto **The City of Shawnee**, a municipal corporation, its public trusts, and their successors and assigns (herein collectively referred to as "grantee") a permanent easement over the following described property situated in Pottawatomie County, Oklahoma, to wit:

See Attachment "A"

plus the right of ingress and egress through grantor's property to and from said Subject Property along with all rights, title and interest in and to all land, fixtures, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of said easement, for the use of grantee for the exclusive purpose of constructing, operating, maintaining, relocating, and replacing A SANITARY SEWER LIFT STATION and other City owned or operated utilities and appurtenances thereto, upon the same. Grantor further covenants and agrees to neither erect a building or other structure nor change the terrain (no excavation or addition of soil) within the described easement without the prior approval of the grantee. Grantor acknowledges the requirement of Oklahoma Statutes Title 63, Section 142.1 et seq., to call OKIE/One Call. Should the grantee abandon the permanent easement and right-of-way for the purposes above stated, then the said easement shall revert to the grantor, its successors, and/or assigns.

The grantor hereby agrees that grantor, its heirs, successors, grantees, and assigns, will repair, maintain, and replace paving and facilities on this permanent easement whenever it becomes necessary due to the normal operation, maintenance, and/or repair of the utilities, appurtenances, and facilities. The grantor hereby further agrees that grantor, its heirs, successors, grantees, and assigns, will hold the grantee harmless for any damage that should occur as a result of operations, maintenance, and/or repair of such facilities and utilities within the easement.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement

This 15 day of November, 2012.



State of Oklahoma)
) ss.
Pottawatomie County)

Sherry Dwyer

Before me, in and for this State, on this 15 day of November 2012, personally appeared Sherry Dwyer Interim Executive Director to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act for the uses and purposes therein set forth, and witness my hand and seal the day and year last above written.

Justin L. Seibel
Notary Public

My commission expires: 9-5-16



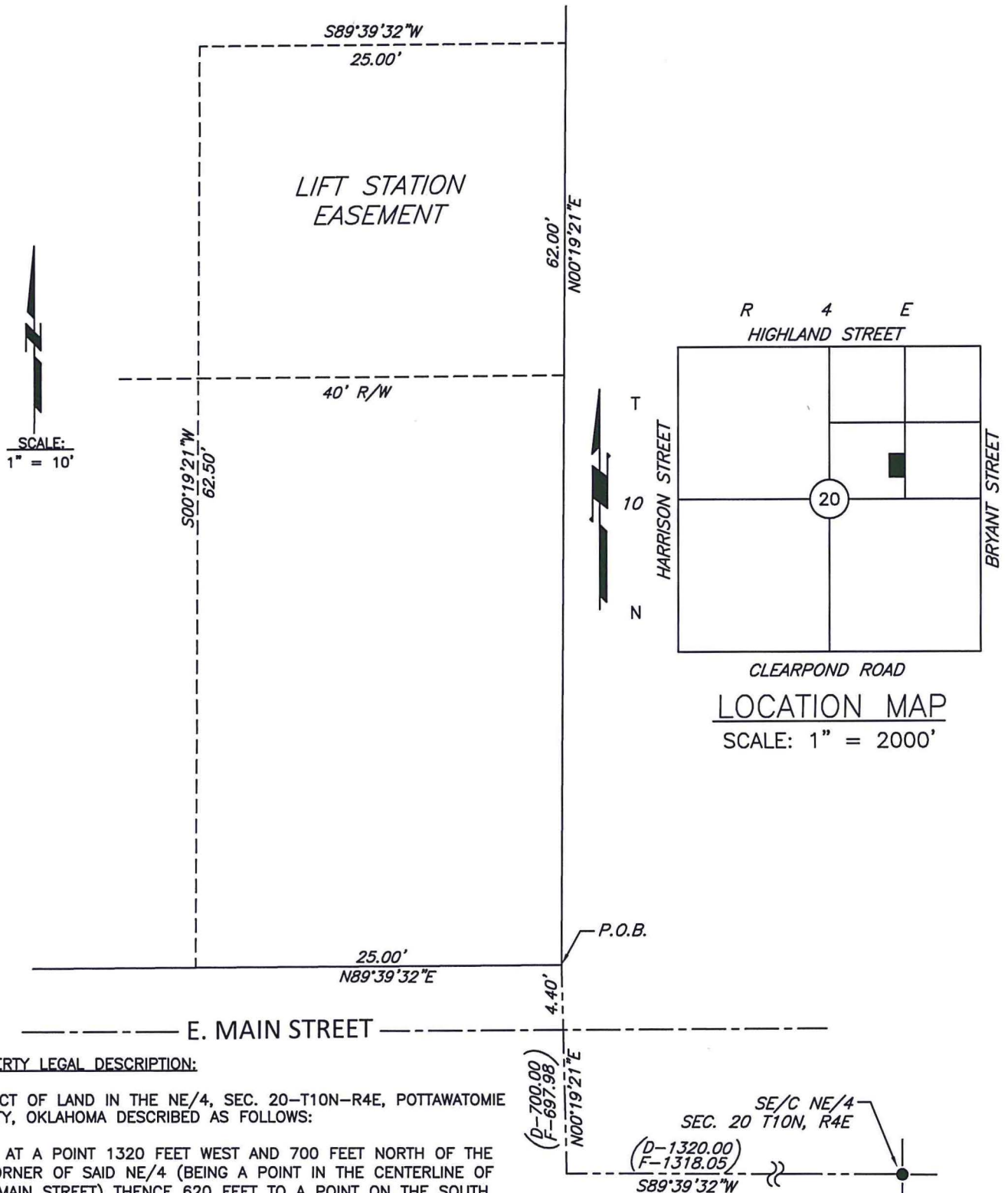
ATTACHMENT A UTILITY EASEMENT

Instrument
201300002251

PG

2 OF

2



PROPERTY LEGAL DESCRIPTION:

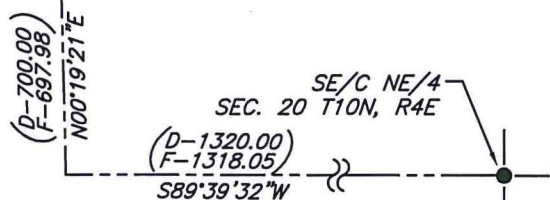
A TRACT OF LAND IN THE NE/4, SEC. 20-T10N-R4E, POTTAWATOMIE COUNTY, OKLAHOMA DESCRIBED AS FOLLOWS:

BEGIN AT A POINT 1320 FEET WEST AND 700 FEET NORTH OF THE SE CORNER OF SAID NE/4 (BEING A POINT IN THE CENTERLINE OF EAST MAIN STREET) THENCE 620 FEET TO A POINT ON THE SOUTH LINE OF EAST 9TH STREET (BEING THE NE CORNER OF NE/4-SW/4-NE/4 OF SAID SEC. 20-T10N-R4E); THENCE WEST 271 FEET; THENCE SOUTH 200 FEET; THENCE WEST 80 FEET; THENCE SOUTH 420 FEET TO A POINT IN THE CENTERLINE OF MAIN ST; THENCE EAST 351 FEET TO THE P.O.B. CONTAINS 4.63 ACRES (MORE OR LESS).

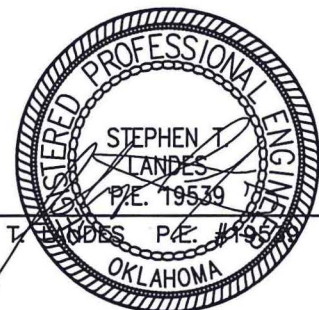
UTILITY EASEMENT LEGAL DESCRIPTION:

A UTILITY EASEMENT LOCATED IN THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER THE ABOVE DESCRIBED DESCRIPTION; THENCE NORTH EAST LINE A DISTANCE OF 62.00 FEET, ALSO BEING 66.40 FEET NORTH OF THE CENTERLINE OF E. MAIN STREET; THENCE WEST A DISTANCE OF 25.00 FEET; THENCE SOUTH A DISTANCE OF 62.00 FEET ALSO BEING 66.40 FEET SOUTH TO THE CENTERLINE OF E. MAIN STREET; THENCE EAST 25.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.035 ACRES MORE OR LESS.



F=MEASURED DISTANCE
D=DEED DISTANCE



STEPHEN T. LANDES P.E. #19539

THE LANDRUN GROUP, LLC
LandRun Engineering LLC

116 N. Broadway, P.O. BOX 1584
SHAWNEE, OK. 74802-1584

(405) 273-4222-CA #6182-exp. 6/30/13

ABSENTEE SHAWNEE HOUSING
SHAWNEE OKLAHOMA

DRAWN BY: STEPHEN T. LANDES

CHECKED STEPHEN T. LANDES

DRAWING NUMBER:

1 OF 1

DATE: 11-17-12

REV.

Shawnee Municipal Authority

2.

Meeting Date: 03/04/2013

Resolution and Agreement Refinance Bonds

Submitted By: Donna Mayo, Administration

Department: Administration

Title of Item for Agenda

Consider and take action with respect to a resolution of the Shawnee Municipal Authority authorizing a loan from the Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed \$13,350,000; approving the issuance of a promissory note in the total aggregate principal amount of not to exceed \$13,350,000, secured by a pledge of revenues and authorizing its execution; designating the local trustee and approving and authorizing the execution of a trust agreement; approving and authorizing the execution of a loan agreement; approving and authorizing the execution of a security agreement; ratifying and confirming a lease agreement and operation and maintenance contract, as amended; approving various covenants; approving and authorizing payment of fees and expenses; and containing other provisions relating thereto.

Attachments

Resolution and Agreement Refinance

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COMMISSION CHAMBERS AT CITY HALL, IN SHAWNEE, OKLAHOMA, ON THE 4TH DAY OF MARCH, 2013, AT 6:30 P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by the City Attorney. Commissioner _____ moved passage of the Resolution and Commissioner _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. _____

A RESOLUTION APPROVING ACTION TAKEN BY THE SHAWNEE MUNICIPAL AUTHORITY AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT, AS AMENDED, WHEREBY THE CITY OF SHAWNEE LEASED ITS WATER AND SANITARY SEWER SYSTEMS TO THE SHAWNEE MUNICIPAL AUTHORITY; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, The Shawnee Municipal Authority (the "Authority") did, by its Resolution adopted March 4, 2013, authorize the issuance, sale and delivery of its Series 2013 Promissory Note to Oklahoma Water Resources Board, in order to refinance the outstanding principal amount of the Authority's Utility Revenue Note, Series 2003 to Pottawatomie County Development Authority issued in the original principal amount of \$18,850,000; and

WHEREAS, the City Commission hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Commission of the City.

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

Section 1. Issuance of Note. That the issuance, sale and delivery of the Shawnee Municipal Authority, Pottawatomie County, Oklahoma, Series 2013 Promissory Note to Oklahoma Water Resources Board in a principal amount not to exceed \$13,350,000 (the “2013 Note”), all as approved by said Authority on March 4, 2013, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2013 Note and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement and Operation and Maintenance Contract. The Lease Agreement and Operation and Maintenance Contract dated as of January 12, 1971, as amended by an Amendment to Lease Agreement dated as of July 1, 1990, between the City and the Authority (collectively, the “Lease Agreement”), whereby the City leased to the Authority its presently existing and hereafter acquired water and sanitary sewer systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2013 Note is paid.

Section 4. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Assistant City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2013 Note and all other aspects of the transaction.

Section 5. Emergency. It is immediately necessary for the preservation of the public health, peace and safety of the City of Shawnee, Oklahoma, and the inhabitants thereof that the Notes be issued and that the provisions of this Resolution become operative immediately and therefore, an emergency is hereby declared to exist and this Resolution shall be in full force and effect immediately from and after its passage and approval.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 4TH DAY OF MARCH, 2013.

CITY OF SHAWNEE, OKLAHOMA

By _____
WES MAINORD, Mayor

ATTEST:

By _____
PHYLLIS LOFTIS, CMC, City Clerk

(SEAL)

[illegible]

I, the undersigned, City Clerk of the City of Shawnee, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Commission of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 4TH DAY OF MARCH, 2013.

(SEAL)

PHYLLIS LOFTIS, CMC, City Clerk

Shawnee Municipal Authority

3.

Meeting Date: 03/04/2013

Consider Bids

Submitted By: Donna Mayo, Administration

Department: Administration

Title of Item for Agenda

Consider Bids:

Shawnee Municipal Authority

3. a.

Meeting Date: 03/04/2013

Sewer Rehab Project

Submitted By: Donna Mayo, Administration

Department: Administration

Title of Item for Agenda

Sanitary Sewer Rehab Project (Various Locations) Contract No. SMA-13-05 (Award)

Attachments

Bid Award Sewer Rehab

Steve Nelms
Interim Utility Director
405-273-1960

Lyndsay Pickens
Administrative Assistant
Phone: 405-273-1960
Fax: 405-878-1550



111 S. Kickapoo, Shawnee, OK 74801

Greg Price
Interim Plant Manager
405-878-1662

Brad Schmidt
Interim Systems Manager
405-878-1547

MEMORANDUM

To: City Commission
From: Steve Nelms, Interim Utility Director
CC: Brian McDougal, City Manager, Cindy Sementelli, Finance Director
Date: 2/22/2013
Re: Award Sanitary Sewer Rehab Various Locations

After reviewing the bids staff would like to recommend awarding the Sanitary Sewer Rehab project to the low bidder Jordan Construction for the amount of \$ 740,955.00. The budgeted amount was \$1,000,000.

BIDDERS LIST SANITARY SEWER REHAB PROJECT (VARIOUS LOCATIONS FEBRUARY 19, 2013)

Bid News Construction Reports

5727 S. Garnett Rd, Suite H
Tulsa, Ok 74146

Water Works Plumbing, Inc.

2023 S Nicklas Avenue
Oklahoma City, OK 73128-3010

Southwest Construction News Service

2811 NW 36th Street
Oklahoma City, OK 73112

Krapff-Reynolds Construction

2400 Northeast 4th Street
Oklahoma City, OK 73117-4410

Reed Construction Data

ATTN: Production
30 Technology Pkwy South, Ste 500
Norcross, GA 30092

Shoestring Enterprises L L C

911 E 8th Street
Olustee, OK 73560

Urban Contractors Inc

7113 North Bryant Avenue,
Oklahoma City, OK 73121-4409

Forsgren, Inc.

3000 North 23rd St.
Fort Smith, AR 72904

Central Contracting Services

17301 South Sunnyslane Road,
Norman, OK 73071-7917

McKee Utility Contractors Inc.

2319 W. MAIN STREET
PRAGUE OK 74864

Jordan Contractors Inc

123 South Broadway Street,
Tecumseh, OK 74873-3294

HTM Underground

P.O. Box 250
Perkins, Ok. 74059

Bid Ocean

P.O. Box 40445
Grand Junction, Co. 81504

Merryman Excavator

1501 Land Rd.
Woodstock, IL 60098

BIDDERS LIST SANITARY SEWER REHAB PROJECT (VARIOUS LOCATIONS FEBRUARY 19, 2013)

Sapulpa Digging

13499 S. 49th W. Ave
Sapulpa, Ok. 74066

McGraw-Hill Construction Dodge

605 N.W. 13th Street, Suite B
Oklahoma City, Ok. 73103

ePlan

3338 Brown Station Road
Columbia, MO 65202

HTM Underground

P.O. Box 250
Perkins, Ok. 74059

PM Construction

131 N. Richey
Pasadena, Tx. 77506

NOTICE TO BIDDERS

Sealed bids will be received by the Shawnee Municipal Authority/City of Shawnee, Beneficiary, 16 W. 9th Street, P.O. Box 1448, Shawnee, Oklahoma 74802-1448 up to **4:00 p.m., Tuesday, February 19, 2013** for:

CONTRACT NO. SMA-13-05 SANITARY SEWER REHAB PROJECT (VARIOUS LOCATIONS)

Instructions and bid documents are available to qualified bidders at the office of the Utility Director, 111 S. Kickapoo, Shawnee, Oklahoma 74801. Please call (405) 273-1960 for information.

A BID FORM will be issued by the Shawnee Municipal Authority/City of Shawnee, Beneficiary. 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:

CONTRACT NO. SMA-13-05 SANITARY SEWER REHAB PROJECT (VARIOUS LOCATIONS)

The purpose of this specification is to rehab the sanitary sewer system within the City of Shawnee, as specified. BIDDERS must obtain Bid Documents directly from the Shawnee Municipal Authority in order for the Bids to be acknowledged.

The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee, together with a sworn non-collusion affidavit in writing that the BIDDER has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

The BIDS filed with the City Clerk will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers at 16 W. 9th Street, Shawnee, Oklahoma, at **6:30 p.m., Tuesday, February 19, 2013.**

A Pre-Bid meeting will be held at 2:00 p.m., Friday, February 1, 2013 at the Public Works Service Center located at 111 S. Kickapoo, Shawnee, OK 74801.

The Shawnee Municipal Authority/City of Shawnee, Beneficiary reserves the right to reject any or all bids.



ATTEST:


Donna Mayo, Deputy City Clerk

Shawnee Municipal Authority
City of Shawnee, Beneficiary


Brian E. McDougal, General Manager