

AGENDA
SHAWNEE MUNICIPAL AUTHORITY
February 21, 2017 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

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. Minutes from the February 6, 2017 regular meeting.
 - b. Accept utility relocation improvement project at the Pacific Air Holding Hanger, Shawnee Regional Airport and placing maintenance bond into effect.
 - c. Authorize staff to purchase a ½ ton 4x4 crew cab pickup from the state bid.
 - d. Budget Amendment – Fund 501
Amend budget for leave payouts through February 10, 2017
2. New Business

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

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

Shawnee Municipal Authority

1. a.

Meeting Date: 02/21/2017

SMA Minutes 02-06-2017

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the February 6, 2017 regular meeting.

Fiscal Impact

Attachments

SMA Minutes 02-06-2017

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, MONDAY, FEBRUARY 6, 2017, DURING 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: Bushong, Gillham, Harrod, Finley, Rutherford, Shaw, Salter

ABSENT: None

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda

- a. Minutes from the January 6, 2017 Special Call meeting and January 17, 2017 regular meeting.

A motion was made by Trustee Harrod, seconded by Trustee Rutherford, to approve Consent Agenda item No. 1(a). Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 2: 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. 3:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:31 p.m.)

RICHARD FINLEY
CHAIRMAN

ATTEST:

PHYLLIS LOFTIS, SECRETARY

Shawnee Municipal Authority

1. b.

Meeting Date: 02/21/2017

Accept Relocation Improvement Airport

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

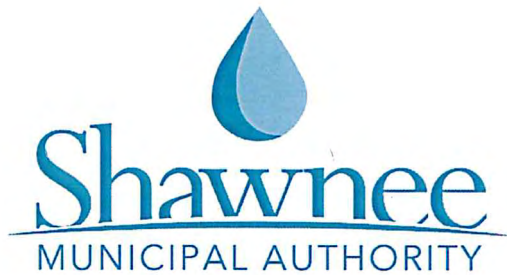
Title of Item for Agenda

Accept utility relocation improvement project at the Pacific Air Holding Hanger, Shawnee Regional Airport and placing maintenance bond into effect.

Fiscal Impact

Attachments

Accept Relocation at Airport



MEMORANDUM

To: Justin Erickson, City Manager.
From: Steve Nelms, Utility Director *S.N*
CC: Mayor, and City Commission. Cindy Sementelli, Finance Director
Date: 02/20/2017
Re: Utility Relocation at Shawnee Municipal Airport

Nature of the Request: Staff is respectfully requesting that the City Commission accept the following maintenance bond placing it into effect February 20th, 2017

Staff Analysis, Considerations: The water line maps available to city staff indicated the new Pacific Air Holding hanger would be located directly over an existing 14 inch water main that was installed in the 1950's. Before city staff could approve construction of the Pacific Air Holdings hanger at the Shawnee Municipal Airport these old water lines needed to be abandoned and a new water line installed per approved engineered plans. The new water line had to be installed first before abandoning the existing water line. Once the new water line was installed by Jordan Contractor (hired by the developer) they excavated the location where the existing water line was thought to be, but it was not there. The existing 14 inch water main was actually found about 20 feet outside the buildings foot print. Once this was revealed SMA took over the utility relocation project moving forward with the plans of abandoning the 14 inch water main being this 14 inch water main connected to an 18 inch water main that is a direct feed to the water tower on Federal Street.

Recommendation: Staff respectfully recommends that the City Commission accepts completion of this project placing the maintenance bond into effect. After acceptance of the maintenance bond, any problem that may arise will be covered at a cost of 100% for first year, and 10% the second year, starting with the acceptance date of the maintenance bond.

Budget Consideration:
Budgeted Amount: \$1,000,000 (water main rehab)
Total Cost: \$24,084

MAINTENANCE BOND

#87C004135

KNOW ALL MEN BY THESE PRESENTS:

That Jordan Contractors, Inc., 123 S. Broadway, Tecumseh OK 74863,

as Principal, and The Ohio Casualty Insurance Company, 62 Maple Ave., Keene NH 03431,

a corporation organized under the laws of the State of New Hampshire and authorized to transact

business in the State of Oklahoma, as Surety, are held and firmly bound unto the Shawnee Municipal Authority/City of Shawnee, Beneficiary in penal sum of ***Twenty Four Thousand Eighty Four & 00/100*** Dollars (\$ 24,084.00) lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the total contract price for one (1) year after completion and final acceptance, 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.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Shawnee Municipal Authority/City Of Shawnee Beneficiary 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 one (1) years (one hundred (100%) percent for the total contract price) for all projects for the construction of utilities) from and after acceptance of said project by the Shawnee Municipal Authority/City of Shawnee Beneficiary; 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 Shawnee Municipal Authority/City of Shawnee Beneficiary 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.

DATED this _____ day of _____, _____

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Shawnee Municipal Airport, dated _____, _____, for
(State or Other Entity)

Utility relocation at Pacific Air Holdings Hangar, Shawnee Municipal Airport, 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 SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY 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 **one (1) year** (~~one hundred (100%) percent~~ for all projects for the construction of utilities) from and after acceptance of said project by the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY; 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 SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY 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:

Sheila J. Jordan



PRINCIPAL:

Jordan Contractors, Inc.

BY

Jim Jordan

TITLE

President

(SEAL)

ATTEST:

Lisa Osborn

SURETY:

The Ohio Casualty Insurance Company

BY

Wendy Hollen

Attorney-in-Fact

NAME

Wendy Hollen

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. 727474

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, W. McNeill, Lisa Sherman, Cody McNeill, Wendy Hollen, Larry D Bixler, John Rogers, Rocky Moore, and Kyle D Reser of Oklahoma City, Oklahoma; John L Birsner, Mike Shannon, and Susanne Cusimano of Edmond, Oklahoma

all of the city of _____, state of _____ 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 25th day of February, 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 25th day of February, 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.

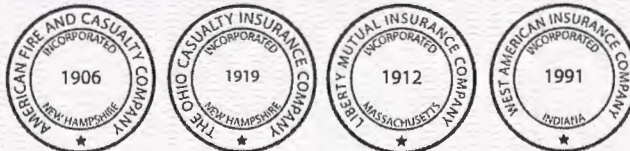
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2017

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 Insurance Agency of Mid America Inc 10009 S Penn, Building E PO Box 890300 Oklahoma City OK 73189		CONTACT NAME: PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS:	
INSURED Jordan Contractors Inc 123 South Broadway Tecumseh OK 74873		INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Indemnity Ins Co NAIC # 18333 INSURER B: America First Insurance 12696 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2016 **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 ☒ PRO-JECT ☐ LOC OTHER:			CBP8463429	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			BA8464229	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CU8464829	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	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	WC8465229	7/1/2016	7/1/2017	☒ 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
B	Rented/Leased Equipment			IM8957242	7/1/2016	7/1/2017	Limit \$150,000 Deductible \$1,000

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

Project: Utility relocation at Shawnee Airport

CERTIFICATE HOLDER (405) 878-1581 Shawnee Municipal Authority City Clerk P.O. Box 1448 Shawnee, OK 74802-1448	CANCELLATION 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>W M McNeill</i>
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Shawnee Municipal Authority

1. c.

Meeting Date: 02/21/2017

Req Purchase Vehicle

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

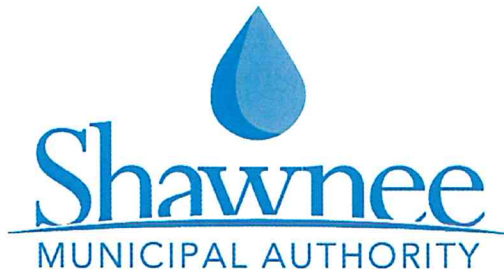
Title of Item for Agenda

Authorize staff to purchase a ½ ton 4x4 crew cab pickup from the state bid.

Fiscal Impact

Attachments

Req Purchase Vehicle Memo



MEMORANDUM

To: Justin Erickson, City Manager.
From: Steve Nelms, Utility Director *S.N.*
CC: Mayor, and City Commission. Cindy Sementelli, Finance Director
Date: 02/21/2017
Re: Authorize staff to purchase a ½ ton 4x4 crew cab from the state bid.

Nature of the Request: Staff is respectfully requesting authorization to purchase a ½ ton 4x4 crew cab from the state bid estimated cost \$35,000.

Staff Analysis, Considerations: This truck will replace the ½ ton 4x4 crew cab that was transferred to the City of Shawnee IT department in 2015.

Recommendation: Staff is respectfully requesting that the City Commission approve the request.

Budget Consideration:

Budgeted Amount: \$70,000

Cost: Estimated \$30,000 to \$35,000

Shawnee Municipal Authority

1. d.

Meeting Date: 02/21/2017

Budget Amd Fund 501

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Fund 501

Amend budget for leave payouts through February 10, 2017

Fiscal Impact

Attachments

Budget Amd Fund 501

City of Shawnee
Budget Amendment
FUND 501
February 21, 2017

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	3001			Fund Balance	2,957,000.00	(6,608.48)	2,950,391.52
					-		
				Total	-	(6,608.48)	

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
501	5-1070-5101			Regular Salaries	248,787.00	2,915.42	251,702.42
501	5-1080-5101			Regular Salaries	155,383.00	1,612.15	156,995.15
501	5-1070-5111			FICA	17,824.00	180.76	18,004.76
501	5-1070-5112			MEDICARE	4,169.00	42.27	4,211.27
501	5-1080-5111			FICA	8,845.47	99.95	8,945.42
501	5-1080-5112			MEDICARE	2,579.00	23.38	2,602.38
501	5-0310-5101			Regular Salaries	315,717.00	554.86	316,271.86
501	5-0310-5111			FICA	19,946.00	34.40	19,980.40
501	5-0310-5112			MEDICARE	4,665.00	8.05	4,673.05
501	5-1050-5101			Regular Salaries	384,294.00	1,056.42	385,350.42
501	5-1050-5111			FICA	27,993.00	65.50	28,058.50
501	5-1050-5112			MEDICARE	6,321.00	15.32	6,336.32
					-	-	-
					1,196,523.47	6,608.48	1,203,131.95

Approved by the City Commission this
02/21/2017

Explanation of Budget Amendment:
To amend budget for leave payouts through 02/10/2017

Approved:

Mayor _____

Attest: _____

City Clerk _____

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