

AGENDA
BOARD OF CITY COMMISSIONERS
January 17, 2012 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

REV. LARRY SPARKS
NEW BEGINNINGS CHURCH

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item Number 15 and Shawnee Municipal Authority Agenda Item Number 3.
 - b. Minutes from the December 19, 2011 regular meeting.
 - c. Budget Amendment – General Fund – Revenue sources not budgeted
 - d. Budget Amendment – General Fund – Unzner Grant
 - e. Budget Amendment – SMA - Insurance Reimbursements, Carryovers for last year
 - f. Acknowledge the following minutes and reports:
 - Shawnee Civic and Cultural Development Authority minutes from November 7, 2011
 - Planning Commission minutes from December 7, 2011
 - License Payment Report December 1-31, 2011
 - Project Payment Report December 1-31, 2011
3. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
4. Mayor's Proclamation:
"Pat Snider Day"
January 17, 2012
5. City Manager's presentation of Employee of the Month to Teresa Story, Billing Clerk – Customer Service.

6. Reconvene public hearing and consideration of an ordinance annexing property located northwest of the intersection of MacArthur Street and Acme Road, just east of Highway 177. Applicant: Kickapoo Tribe of Oklahoma (*Continued from the December 19, 2011 meeting at the request of the applicant*)
7. A public hearing and consideration of an ordinance rezoning property located at the NorthWest corner of Bryan Street and 45th Street from A-1; Agricultural to C-2; Suburban Office. *Applicant requested C-3; Automotive, Commercial and Recreation. However, planning commission denied C-3 and approved the C-2*
Case #P01-12 Applicant: Landes Engineering, LLC
8. A public hearing and consideration of an ordinance for a Conditional Use Permit in C-3; Automotive, Commercial and Recreation zoning for property located at 1613 N. Harrison.
Case #P02-12 Applicant: Carl McCollum
9. A public hearing and consideration of an ordinance rezoning property located at 4410 and 4440 N. Kickapoo from R-1; Single Family Residential and C-1; Neighborhood Commercial to C-3; Automotive, Commercial and Recreation.
Case #P03-12 Applicant: Peter Porter
10. A public hearing and consideration of an ordinance modifying Section 3-216 of the Shawnee Municipal Code to prohibit non-accessory type signs.
11. Discussion, consideration and possible action on recommendation from Shawnee Civic and Cultural Development Authority to award bid for electrical improvements at Heart of Oklahoma Exposition Center and method of payment from loan proceeds.
12. Acknowledge Sales Tax report received January, 2012.
13. Consider an ordinance amending municipal code regarding setting daily and annual fishing license fees at Shawnee Twin Lakes Numbers 1 and 2.
14. Consider an ordinance amending municipal code regarding setting daily and annual hunting license fees at Shawnee Twin Lakes Numbers 1 and 2.
15. Consider a resolution setting the daily and annual hunting and fishing license fees at Shawnee Twin Lakes Numbers 1 and 2; and setting the retail businesses fees for issuing these licenses.
16. Consider Bids:
 - a. Community Center Fire Suppression System (Open)
 - b. Sidewalk/ADA Handicap Ramps Project (Various Locations) (Award)
17. New Business

(Any matter not known about or which
could not have been reasonably foreseen
prior to the posting of the agenda)
18. Administrative Reports
19. Commissioners Comments

20. Adjournment

Respectfully submitted

Phyllis Loftis, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 01/17/2012

Opening of bids received

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item Number 15 and Shawnee Municipal Authority Agenda Item Number 3.

Regular Board of Commissioners

2. b.

Meeting Date: 01/17/2012

Minutes Dec 19 2011

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the December 19, 2011 regular meeting.

Attachments

Minutes 12-19-11

BOARD OF CITY COMMISSIONERS PROCEEDINGS
DECEMBER 19, 2011 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, December 19, 2011 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Peterson presided and called the meeting to order. Upon roll call, the following members were in attendance.

Linda Peterson

Mayor

Absent

Commissioner Ward 1

Frank Sims

Commissioner Ward 2

James Harrod

Commissioner Ward 3

Billy Collier

Commissioner Ward 4-Vice Mayor

Absent

Commissioner Ward 5

Steve Smith

Commissioner Ward 6

ABSENT: Stephens, Winterringer

INVOCATION

Rev. Amy Perkins
United Presbyterian Church

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Agenda.

A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to approve the Agenda. Motion carried 5-0.

AYE: Harrod, Sims, Peterson, Collier, Smith

NAY: None

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item Number 13.
- b. Minutes from the December 5, 2011 regular meeting.
- c. Acknowledge Sales Tax report received December, 2011.
- d. Acknowledge the following minutes and reports:
 - Planning Commission minutes from October 5, 2011 and November 2, 2011
 - Beautification Committee minutes from November 10, 2011
 - License Payment Report November 1-30, 2011
 - Project Payment Report November 1-30, 2011

A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to approve the Consent Agenda Items a-d. Motion carried 5-0.

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

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

There was no Citizens Participation.

AGENDA ITEM NO. 4: Mayor's Proclamation:
"Terron Bailey Day"
December 19, 2011

Terron Bailey accepted the Mayor's Proclamation for "Terron Bailey Day" presented by Mayor Peterson.

AGENDA ITEM NO. 5: A public hearing and consideration of an ordinance annexing property located northwest of the intersection of MacArthur Street and Acme Road, just east of Highway 177. Applicant: Kickapoo Tribe of

Oklahoma (*Applicant has requested continuance of public hearing until the January 17, 2012 meeting*)

Mayor Peterson opened the public hearing for public comments; no one appeared to speak in support or in opposition of the proposed annexation.

A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to continue the public hearing until the January 17, 2012 City Commission meeting per applicant's request. Motion Carried 5-0.

AYE: Harrod, Sims, Peterson, Collier, Smith

NAY: None

AGENDA ITEM NO. 6:

Discussion concerning economic impact study for the proposed regional sports complex.

City Planner Justin Erickson distributed the Economic Impact Study prepared by Dave Shideler, Extension Economist at Oklahoma State University. Mr. Erickson also distributed a one page summary of the analysis which provided information regarding estimated out-of-town visitor spending during baseball and soccer tournaments. Other information included in the summary was retail sales estimates for Shawnee and Pottawatomie County. After the Commission has had an opportunity for an in-depth review of the study, they may contact Mr. Erickson or City Manager Brian McDougal with any questions. It was noted that the study will be available on the city's website within a few days so that the public will have a chance to review.

AGENDA ITEM NO. 7:

Consider final plat for Cottage Park.
Applicant: Landes Engineering LLC;
Address: 1700 N. Kickapoo; Case No. S11-11

A motion was made by Commissioner Sims, seconded by Commissioner Smith, to approve the Cottage Parks Addition final plat located at 1700 N. Kickapoo contingent upon the following conditions being met:

1. Final infrastructure plans shall be submitted by the applicant and approved by the City and the City Engineer, as required, prior to construction.

2. Prior to filing the final plat, the applicant shall commence with making the required and proposed public site improvements in accordance with construction plans approved by the City Engineer or otherwise bond the project in accordance with City code.
3. All other applicable City standards apply.

Motion Carried 5-0.

AYE: Sims, Smith, Harrod, Peterson, Collier

NAY: None

AGENDA ITEM NO. 8:

Consider a resolution declaring the fishing dock on Lake No. 2 as surplus property and granting permission for staff to advertise for sealed bids from the public for sale and removal of said dock.

A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to approve Resolution No. 6418 declaring the fishing dock on Lake No. 2 as surplus property and granting permission for staff to advertise for sealed bids from the public for sale and removal of said dock.

Resolution No. 6418 was introduced and the title read aloud.

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

Motion Carried 5-0.

AYE: Harrod, Sims, Peterson, Collier, Smith

NAY: None

AGENDA ITEM NO. 9:

Consider a resolution declaring the Mark IV playground equipment model # 111 -174 at Dean Wiegant Park surplus property.

A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to approve Resolution No. 6419 declaring the Mark IV playground equipment model # 111 -174 at Dean Wiegant Park surplus property.

Resolution No. 6419 was introduced and the title read aloud.

A RESOLUTION DECLARING SOME PLAYGROUND EQUIPMENT AT DEAN WEIGANT PARK SURPLUS PROPERTY AND NO LONGER USABLE FOR CITY OR ANY OTHER PURPOSES; DESCRIBING SAID ITEM; AND AUTHORIZING STAFF TO PROCEED WITH REMOVAL OF SAID PLAYGROUND EQUIPMENT AND DISPOSING OF SAID PROPERTY TO A RECYCLING FACILITY.

Motion Carried 5-0.

AYE: Harrod, Sims, Peterson, Collier, Smith

NAY: None

AGENDA ITEM NO. 10:

Discussion, consideration and possible acceptance of the conveyance of the area currently leased to and/or occupied by the Shawnee Civic and Cultural Development Authority for the Heart of Oklahoma Expo Center from the Shawnee Municipal Authority.

A motion was made by Commissioner Sims, seconded by Vice Mayor Collier, to approve acceptance of the conveyance of the area currently leased to and/or occupied by the Shawnee Civic and Cultural Development Authority for the Heart of Oklahoma Expo Center from the Shawnee Municipal Authority. Motion carried 5-0.

AYE: Sims, Collier, Smith, Harrod, Peterson

NAY: None

AGENDA ITEM NO. 11:

Discussion, consideration and possible action to amend the lease covering certain

property of the City by the Shawnee Civic and Cultural Development Authority to include all areas in used by the Heart of Oklahoma Expo Center, and fixing a new term for expiration.

A motion was made by Commissioner Sims, seconded by Vice Mayor Collier, to amend the lease covering certain property of the City by the Shawnee Civic and Cultural Development Authority to include all areas in used by the Heart of Oklahoma Expo Center, and fixing a new term for expiration. Motion carried 5-0.

AYE: Sims, Collier, Smith, Harrod, Peterson

NAY: None

AGENDA ITEM NO. 12:

Discussion and consideration of cancellation of January 3, 2012 Board of Commissioners, Shawnee Municipal Authority and Shawnee Airport Authority meetings.

A motion was made by Commissioner Harrod, seconded by Commissioner Smith, to cancel the January 3, 2012 Board of Commissioners, Shawnee Municipal Authority and Shawnee Airport Authority meetings. Motion carried 5-0.

AYE: Harrod, Smith, Sims, Peterson, Collier

NAY: None

AGENDA ITEM NO. 13:

Consider Bids:

a. Water Main Break Repairs (Various Locations) (Open)

BIDDER	Total Cost to operate per hour, per crew, including labor, maintenance, etc.	Total Cost to operate per hour, per crew, including labor, maintenance, etc.	Total Cost to operate per hour, per crew, including labor, maintenance, etc.	Total Cost to operate per hour, per crew, including labor, maintenance, etc.	Total Extra Costs for Dump Truck per hour. (This price should only be included in cost when truck is needed.)
	8am to 5 pm Monday through Friday	5pm to 8am Monday through Friday	Saturdays And Sundays	Holidays	
Central Contracting Services, Inc. Norman, OK	\$750.00/hour	\$900.00/hour	\$900.00/hour	\$900.00/hour	\$90.00/hour
Krapff Reynolds Construction Co. Oklahoma City, OK	\$325.00/hour	\$375.00/hour	\$375.00/hour	\$400.00/hour	\$70.00/hour

Manager of Utility Operations Randy Brock read the bids into the record and requested that the bid award be deferred to the next meeting to allow staff to review and check references.

A motion was made by Commissioner Harrod, seconded by Commissioner Smith, to defer the bid award to the January 17, 2011 City Commission meeting. Motion carried 5-0.

AYE: Harrod, Smith, Sims, Peterson, Collier

NAY: None

b. Sanitary Sewer Rehab Project (Various Locations) (Open)

BIDDER

AMOUNT

Ram Utility Construction Inc.
Tulsa, OK

\$410,254.50

Tri-Star Utilities Inc.

\$304,588.00

Independence, KS

Krapff-Reynolds Construction Co. Oklahoma City, OK	\$369,918.00
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McKee Utility Contractors Prague, OK	\$309,996.50
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Jordan Contractors Inc. Tecumseh, OK	\$339,947.00
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Urban Contractors Inc. Oklahoma City, OK	\$371,792.50
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Manager of Utility Operations Randy Brock read the bids into the record and requested that the bid award be deferred to the next meeting to allow staff to review and check references.

A motion was made by Commissioner Harrod, seconded by Vice Mayor Collier, to defer the bid award to the January 17, 2011 City Commission meeting. Motion carried 5-0.

AYE: Harrod, Collier, Smith, Sims, Peterson

NAY: None

c. Sidewalk/ADA Handicap Ramps Project (Various Locations) (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
Rudy Construction Co. Oklahoma City, OK	\$104,075.00
Nash Construction Company Oklahoma City, OK	\$100,090.00
C-P Integrated Services Inc. Oklahoma City, OK	\$96,982.80
Parathon Construction LLC Edmond, OK	\$100,950.00

Engineer-In-Training Amber Satterfield read the bids into the record and requested that the bid award be deferred to the next meeting to allow staff to review and check references.

A motion was made by Commissioner Sims, seconded by Vice Mayor Collier, to defer the bid award to the January 17, 2011 City Commission meeting. Motion carried 5-0.

AYE: Sims, Collier, Smith, Harrod, Peterson

NAY: None

d. Playground Unit for Dean Wiegant Park (Award)

Director of Operations James Bryce announced that six bids were received and after review and consideration it was staff's recommendation to award the bid to Miracle Recreation Equipment Co. of Monett, Missouri in the amount of \$111,786.87. It was noted by Mr. Bryce that the accepted bid was not the low bid for this project but was chosen for the following reasons:

1. Miracle Recreation is a company the City has used many times and is familiar with their products.
2. Miracle Recreation provided more areas accessible within their play structure for person covered by the Americans with Disabilities Act.
3. The lay-out of the Miracle unit is spread out, with more room between structures causing less congestion.
4. Miracle Recreation and Heartland Park (highest bidder) were the only vendors to visit the site to provide a compatible product to existing equipment.
5. Miracle Recreation has the only playground security system that can be integrated into the unit whenever funding and/or the need arises.

A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to accept staff's recommendation and award the bid to Miracle Recreation Equipment Co. in the amount of \$111,786.87. Motion carried 5-0.

AYE: Harrod, Sims, Peterson, Collier, Smith

NAY: None

e. Truck Mounted CCTV Multi-Conductor Inspection System (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
Baker Equipment Company Edmond, OK	\$109,786.00
Pearpoint Inc. Palm Desert, CA	\$176,627.70
Cobra Technologies Corp. Smyrna, GA	\$148,900.00
J&R Equipment LLC Oklahoma City, OK	\$172,490.00
J&R Equipment LLC Oklahoma City, OK	\$157,590.00

Manager of Utility Operations Randy Brock announced that five bids were received and after review and consideration it was staff's recommendation to defer the bid award to the January 17, 2011 City Commission meeting in order to allow staff more time to arrange for equipment demonstrations.

A motion was made by Commissioner Harrod, seconded by Vice Mayor Collier, to accept staff's recommendation and defer the bid award to the January 17, 2011 City Commission meeting. Motion carried 5-0.

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

AGENDA ITEM NO. 14: New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

Emergency Management Director Don Lynch announced that he was notified this morning that the City's application for Emergency Management Performance Grant funding has been approved in the amount of \$44,834.00 for the Federal Fiscal Year 2012.

A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to approve the Agreement for the Sub-Grant of Emergency Management Performance Grant Program Funds. Motion carried 5-0.

AYE: Harrod, Sims, Peterson, Collier, Smith

NAY: None

AGENDA ITEM NO. 15:

Administrative Reports

City Clerk Phyllis Loftis spoke regarding an electronic voting system for the City Commission Chambers. This system allows votes to be cast and tallied electronically and would replace the current roll-call method of voting. Information and an estimate of costs were provided.

AGENDA ITEM NO. 16:

Commissioners Comments

Commissioner Harrod asked James Bryce about the fishing dock on Shawnee Twin Lake No. 1, which has been closed due to damage. Mr. Bryce reported that we recently received an insurance check in the approximate amount of \$52,000.00. Mr. Bryce further reported that repairs are expected to cost approximately \$80,000.00 and the total replacement of the dock would cost approximately \$180,000.00. Staff is still reviewing the situation and discussing funding options.

Mayor Peterson thanked retiring Fire Chief Jimmy Gibson for his years of service to the City of Shawnee and wished him well in his retirement.

AGENDA ITEM NO. 17:

Adjournment

There being no further business to be considered, a motion was made by Commissioner Harrod, seconded by Commissioner Sims, that the meeting be adjourned. Motion carried 5-0. (7:32 p.m.)

AYE: Harrod, Sims, Peterson, Collier, Smith

NAY: None

LINDA PETERSON, MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 01/17/2012

Budget Amendment

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment – General Fund – Revenue sources not budgeted

Attachments

Budget Amendment

Estimated Revenue, Fund Balance, or Transfers IN

Appropriations

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

Regular Board of Commissioners

2. d.

Meeting Date: 01/17/2012

Budget Amendment

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment – General Fund – Unzner Grant

Attachments

Budget Amendment Unzner

City of Shawnee
Budget Amendment
FUND 001 GENERAL
January 17, 2012

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
001	4155			UNZNER GRANT	-	89,780.25	89,780.25
							-
							-
							-
				Total		89,780.25	89,780.25

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0650-5101			SALARIES	-	35,000.00	35,000.00
001	5-0650-5103			PART-TIME SALARIES		12,000.00	12,000.00
001	5-0650-5111			FICA		1,974.00	1,974.00
001	5-0650-5112			MEDICARE		681.50	681.50
001	5-0650-5113			HEALTH INSURANCE		7,200.00	7,200.00
001	5-0650-5115			RETIREMENT		8,372.00	8,372.00
001	5-0650-5114			LIFE INSURANCE		96.00	96.00
001	5-0650-5150			OTHER BENEFITS		4,524.50	4,524.50
001	5-0650-5339			CONTRACTUAL SERVICES		300.00	300.00
001	5-0650-5365			TRAVEL AND PER DIEM		500.00	500.00
001	5-0650-5339			TRAINING AND CONFERENCE		700.00	700.00
001	5-0650-5354			PRINTING		500.00	500.00
001	5-0650-5201			OFFICE AND COMPUTER SUPPLIES		6,500.00	6,500.00
001	5-0650-5360			RENT/UTILITIES		9,932.25	9,932.25
001	5-0650-5378			Misc		1,500.00	1,500.00
							-
							-
							-
							-
							-
							-
							-
					-	89,780.25	89,780.25

Approved by the City Commission this

To allocate grant money received

Approved:

Mayor

Attest:

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

3c. Formal Budget Request

Child Abuse Multidisciplinary Account

Advocacy Center Application

January 1, 2012 to December 31, 2012

County Name: Pottawatomie

Indicate proposed use of funds only in applicable categories.

Personnel **\$69,848**

Position: Executive Director

\$35,000	Salary
100% time	CAMA funded
\$21,930	Fringe

Position: Child Advocate/Assistant Director

\$12,000	Salary
100% time	CAMA funded
\$918	Fringe

Contractual Services **\$300**

1. On-call person \$2/hour for child SANE exams

Travel **\$500**

- | | |
|--------------------------|-------|
| 1. Mileage Reimbursement | \$250 |
| 2. Hotel | \$250 |

Training **\$700**

1. Registration Fees

Printing **\$500**

1. Literature/brochures/business cards

Supplies/Equipment **\$6,500**

- | | |
|--------------------|---------|
| 1. Equipment | \$5,000 |
| 2. Office Supplies | \$1,500 |

Rent/Utilities		\$9,932.25
1. Rent	\$2,700	
2. Gas	\$1,062.25	
3. Electricity	\$1,625	
4. Water	\$525	
5. Internet	\$3,000	
6. Phone Lines	\$1,020	
Other (list)		\$1,500
1. CAC Dues	\$560	
2. Polycom Dues	\$940	

TOTAL: \$89,780.25

If Child Abuse Multidisciplinary Account funds are to be used on salaries, a *description of the position* must be attached.

A *Budget Narrative* for each line item budget request must be completed and attached.

3d. Budget Narrative
Child Abuse Multidisciplinary Account
Advocacy Center Application
January 1, 2012 to December 31, 2012

Please provide in narrative form a detailed description of how you will use each cost item, which you have entered on the Formal Budget Request form.

PERSONNEL (\$69,848)

The Unzner Center Executive Director will be paid a salary of \$35,000 plus fringe benefits and taxes totaling \$21,930. The Unzner Centre Child Advocate/Assistant Director will be paid a salary of \$12,000 based on working 20 hours a week at \$12.50 an hour plus fringe payroll taxes of \$918.

The Executive Director and Child Advocate will be responsible to the Governance Board of the Unzner Centre as well as the City Manager of Shawnee. A job description is attached.

No CAMA funds will be used for fundraising activities.

CONTRACTUAL SERVICES (\$300)

This money will be used to share an on-call person with Project Safe. This person will be on-call for all Sexual Assault Nurse Examinations (SANE exams). The Unzner Centre will pay \$2 an hour when a person responds to a child SANE exam. See attached Memo of Understanding

TRAVEL (\$500)

This money will be used to reimburse employees traveling on advocacy center business to meetings, conferences, or trainings. This money will also be used to pay for lodging expenses for employees traveling out of town for advocacy center business. This money will be reimbursed at the Internal Revenue Service Federal Reimbursement Rate for the region and will be at the single occupancy rate.

TRAINING (\$700)

This money will be used to register for trainings, such as the Crimes Against Children Conference in Dallas and other trainings the Executive Director or the Board deems necessary. The money may also be set aside for advance trainings in

team member's disciplines and cross-training opportunities in the following areas: forensic interviewing, multidisciplinary team approach, victim advocacy, investigation techniques, medical, or mental health.

PRINTING (\$500)

This money will be used to create business cards and other literature about the Unzner Centre and child advocacy. The money will also be used to create brochures and pamphlets that inform clients and the community about what happens at the Unzner Centre and available resources in the community.

SUPPLIES/EQUIPMENT (\$6,500)

This money will be used to purchase two computers meeting City of Shawnee specifications to complete and maintain the statistics required by the National Children's Alliance as well as prepare and maintain the financial records. This money will also be used to purchase a multifunction printer. Money will also be used to purchase dvds to record all of the forensic interviews and provide copies for team members. This money may also be used to update forensic interviewing equipment, such as new cameras and headphones. This money will also purchase dvd sleeves, paper, copier toner, toys, and snacks for the children at the center.

RENT/UTILITIES (\$9,932.25)

This money will be used first to pay the rent for the Unzner Centre is \$225 a month. This money will also provide for the necessary utilities such as water, gas, and electric. This money will also pay for two internet lines: one for the polycom videoconferencing system and one for general office use. The money will also pay for installing phone and fax lines. This money will also pay for a cellular phone plan with minutes and data for the Executive Director to be contacted by phone or e-mail at all times.

OTHER (\$1,500)

The money will first pay for the dues to be a member of the state child advocacy centers. The money will pay for the maintenance dues on the polycom videoconferencing system that will be used for children to testify from the Unzner Centre rather than in court and for training purposes.

Unzner Centre Executive Director Responsibilities

1. Oversee that all National Children's Alliance standards are met and maintained
2. Keep statistics of all cases including name, age, race, type of investigation, and agencies involved
3. Prepare an agenda and chair case review meetings every month
4. Coordinate scheduling and/or conduct forensic interviews
5. Coordinate scheduling for SANE exams
6. Report to and attend Unzner Centre board meetings
7. Attend Child Death Review Board every quarter
8. Handle the finances including paying bills, creating and maintaining a budget, applying for grants, and fundraising
9. Ensure that the multidisciplinary team approach is followed in Unzner Centre cases and encourage cooperation and coordination between disciplines
10. Order supplies and equipment as needed
11. Oversee that the Unzner Centre maintains a neat and professional appearance

Unzner Center Child Advocate/Assistant Director Responsibilities

1. Assist the director in coordinating forensic interviews and SANE exams
2. Follow up with clients to see how they are doing and make counseling referrals
3. Assist in maintaining statistics and preparing case review agenda
4. Attend Child Death Review Board whenever the Director is unavailable
5. Assist the Director in handling the finances and fundraising
6. Assist the Director in needs the Centre has for supplies, snacks, toys, etc.
7. Prepare pamphlets, brochures, and packets to give to families
8. Ensure that the Unzner Centre looks presentable after appointments

Regular Board of Commissioners

2. e.

Meeting Date: 01/17/2012

Budget Amendment SMA

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendment – SMA - Insurance Reimbursements, Carryovers for last year

Attachments

Budget Amendment SMA

City of Shawnee
Budget Amendment
SMA
January 17, 2012

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	4854			LOAN PROCEEDS	-	268,906.10	268,906.10
501	4804			INSURANCE RECOVERY	-	19,035.24	19,035.24
501-	4804			INSURANCE RECOVERY	19,035.24	52,689.30	71,724.54
501	4854			LOAN PROCEEDS	268,906.10	136,680.12	405,586.22
							-
				Total		477,310.76	765,252.10

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
501	5-1020-5420			Capital Outlay Bldg/improvements	-	26,500.00	26,500.00
501	5-1010-5302			REPAIR AND MAINTENANCE	41,000.00	19,035.24	60,035.24
501	5-1020-5309			REPAIR AND MAINTENANCE	-	52,689.30	52,689.30
501	5-0860-5435			CAPITAL OUTLAY-PUMPS AND CONTROLS	-	136,680.12	136,680.12
501	5-0860-5430			CAPITAL OUTLAY UTILITY	-	30,000.00	30,000.00
501	5-0860-5430			CAPITAL OUTLAY- UTILITY	30,000.00	98,000.00	128,000.00
501	5-0870-5430			CAPITAL OUTLAY-UTILITY	50,000.00	114,406.10	164,406.10
							-
							-
							-
							-
							-
							-
							-
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							-
							-
							-
					121,000.00	477,310.76	598,310.76

Approved by the City Commission this

TO AMEND BUDGET FOR COMMISSION APPROVED ITEMS, INSURANCE REIMBURSEMENTS AND CARRYOVERS FOR LAST YEAR

Approved:

Mayor

Attest:

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

Regular Board of Commissioners

2. f.

Meeting Date: 01/17/2012

Acknowledge Minutes and Reports

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge the following minutes and reports:

- Shawnee Civic and Cultural Development Authority minutes from November 7, 2011
- Planning Commission minutes from December 7, 2011
- License Payment Report December 1-31, 2011
- Project Payment Report December 1-31, 2011

Attachments

SCCDA Minutes

Planning Commission Minutes

License Payment Report

Project Payment Report

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

The Trustees of the Shawnee Civic and Cultural Development Authority met for their regular meeting Thursday, November 17, 2011 at 12:30 PM at Heart of Oklahoma Exposition Center, pursuant to notice duly posted as prescribed by law. Notice was filed at City Hall on 11/15/2011 at 2:15 PM.

AGENDA ITEM NO.1

Call to Order.

The meeting was called to order at 12:30 PM by Mr. Karl Kozel, Chairman.

AGENDA ITEM NO.2

Roll Call.

TRUSTEES PRESENT: Mr. Karl Kozel
 Mr. Jim Lowe
 Mr. Lance Wortham
 Mr. Casey Bell
 Mr. Brian McDougal
 Mr. Randy Gilbert
 Mr. Carl Packwood

TRUSTEES ABSENT: NONE

Also in attendance: Michael Jackson, Operations Manager; Mike Clover, Stuart & Clover, Shelly Welch of Finley & Cook, Mike McCormick of the Shawnee News Star, and Chris Dunlap, Expo Superintendent.

AGENDA ITEM NO.3

Declaration of a Quorum

Chairman Mr. Karl Kozel, Declared a Quorum.

AGENDA ITEM NO.4

Approval of minutes of Regular
Meeting of October 2011

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

AYE: Gilbert, Bell, Lowe, Packwood, Wortham, McDougal, Kozel
NAY: None
ABSTAIN:

AGENDA ITEM NO. 6

Approval of Monthly Financial Report for
October 2011.

The motion made by Trustee Bell, seconded by Trustee Packwood to approve the monthly financial report for October 2011. Motion carried.

AYE: Gilbert, Bell, Lowe, Packwood, Wortham, McDougal, Kozel
NAY: None
ABSTAIN:

Shawnee Civic & Cultural Development Authority
Claims Submitted for Approval
November 17, 2011

Page 2

AGENDA ITEM NO. 7

Approval of Claims for the
General Account.

A.	Oklahoma Natural Gas Monthly Utilities	\$1,015.30
B.	OneOK Monthly Utilities	\$126.48
C.	Automatic Fire Control Equipment Maintenance	\$113.50
D.	Automatic Fire Control Equipment Maintenance	\$875.00
E.	Grimsley's Supplies	\$300.10
F.	Natural Water Company Product	\$496.54
G.	Communication Services Equipment Maintenance	\$1,439.00
H.	Shawnee Lighting Systems Equipment Maintenance	\$1,338.56
I.	Van Eaton Ready Mix Grounds Maintenance	\$352.00
J.	Preferred Materials Handling Equipment Maintenance	\$2,294.66
K.	Finley and Cook Accounting Services	\$1,029.00
L.	Vision Bank Loan Payment	\$454.04
M.	Vision Bank Loan Payment	\$576.98
N.	AT&T Mobility Monthly Utilities	\$76.88
O.	Bankers Credit Card Services Monthly Payment	\$915.71
P.	Armstrong Pest Control Grounds Maintenance	\$125.00
Q.	Bankers Credit Card Services Monthly Payment	\$222.02

Shawnee Civic & Cultural Development Authority
Claims Submitted for Approval
November 17, 2011

Page 3

R.	INS Computer Maintenance	\$665.00
S.	City of Shawnee- Water Monthly Utilities	\$385.41
T.	Shawnee Office Systems Equipment Maintenance	\$160.88
U.	Stewart Wholesale Equipment Maintenance	\$57.92
V.	Locke Supply Equipment Maintenance	\$278.40
W.	Fuelman Monthly Utilities	\$2,058.28
X.	Arvest Monthly Payment	\$502.69
Y.	Back 40 Designs Web Hosting	\$50.00
Z.	Hunzicker Brothers Equipment Maintenance	\$136.27
AA.	Best Companies Bldg Maintenance	\$724.00
BB.	Winkler Door Co Equipment Maintenance	\$215.10
CC.	Express Services Temp Labor	\$3,434.40
DD.	Cintas Uniforms	\$162.40
EE.	Stuart, Clover, Duran, Thomas & Vondran Legal Fees	\$1,181.25
FF.	Hunzicker Brothers Equipment Maintenance	\$58.00

Shawnee Civic & Cultural Development Authority
Claims Submitted for Approval
November 17, 2011

Page 4

GG.	AT&T Monthly Utilities	\$1,299.95
HH.	Chuck Jones Sand	\$1,900.00
II.	NAPA Equipment Maintenance	\$34.92
JJ.	Personal Plumbing Equipment Maintenance	\$608.35
KK.	OK Tax Commission Taxes Due	\$1,438.62
LL.	City of Shawnee Surcharge	\$700.00
MM.	OG&E Terri Walters- CREDIT	\$345.00
NN.	John Deere Financial Equipment Maintenance	\$204.26
OO.	Advanced Fire Control Equipment Maintenance	\$2,658.65
PP.	A-1 Rooter Grounds Maintenance	\$242.55
QQ.	Armstrong Pest Control Grounds Maintenance	\$125.00

General Account Add On's

A.	BancFirst Re- Payment on Shavings Acct.	\$99.00
B.	Sparks Heat and Air Equipment Maintenance	\$498.95
C.	Whites Ace Building Center Bldg & Grnds Maintenance	\$23.99

Shawnee Civic & Cultural Development Authority
Claims Submitted for Approval
November 17, 2011

Page 5

The motion made by Trustee Lowe, seconded by Trustee Bell to approve the claims on the General Account - .
Motion carried.

AYE: Gilbert, Bell, Lowe, Packwood, Wortham, McDougal, Kozel
NAY: None
ABSTAIN: None

AGENDA ITEM NO. 8

Approval of claims for the Special
Account.

NONE

Special Account Add On's

A. Rising Stars Calf Roping \$500.00
Sponsorship

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

AYE: Gilbert, Bell, Lowe, Packwood, Wortham, McDougal, Kozel
NAY: None
ABSTAIN: None

AGENDA ITEM NO 9

Approval of claims for the Shavings Account.

NONE

ADD ON'S Shavings Account

A. Banc First \$99.00
Re-Paying Account

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

AYE: Gilbert, Bell, Lowe, Packwood, Wortham, McDougal, Kozel
NAY: None
ABSTAIN: None

Shawnee Civic & Cultural Development Authority
Claims Submitted for Approval
November 17, 2011

Page 6

AGENDA ITEM NO.10

IFYR Up-Date

AGENDA ITEM NO.11

Committee Reports

AGENDA ITEM NO.12

Administrative Reports

Monday Bids Open up on Parking Lot, City Commission has it on the agenda to open bids up for Comfort Station Re-Model.

AGENDA ITEM NO.13

Old Business

AGENDA ITEM NO. 14

New Business

AGENDA ITEM NO. 15

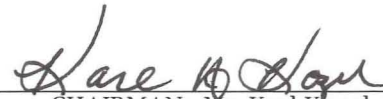
Public & Trustee Comments

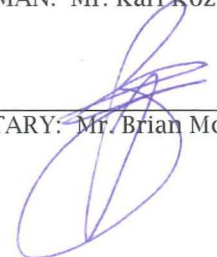
AGENDA ITEM NO. 16

Adjournment

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

AYE: Gilbert, Bell, Lowe, Packwood, Wortham, McDougal, Kozel
NAY:
ABSTAIN:


CHAIRMAN: Mr. Karl Kozel


SECRETARY: Mr. Brian McDougal

PLANNING COMMISSION MINUTES

DATE: December 7, 2011

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, December 7, 2011 at 1:30 p.m., pursuant to notice duly posted as prescribed by law. Justin Erickson, Planning Director for the City of Shawnee, presented the staff reports. Staff reports are available upon request.

AGENDA ITEM NO. 1: Roll Call

Upon roll call the following members were present:

Carl Holt, Brad Carter, Kirk Hoster, Shawna Turner, Chris Silvia, Ben Salter

Absent: Taylor Prince

A quorum was declared present and the meeting was called to order.

AGENDA ITEM NO. 2: Approval of the minutes from the November 2, 2011 Planning Commission Meeting.

Shawna Turner asked for a motion, Commissioner Silvia made a motion seconded by Commissioner Hoster to approve the November 2, 2011.

Motion carried:

AYE: Silvia, Hoster, Turner, Salter, Holt, Carter

NAY: None

ABSTAIN: None

Note: Agenda Item #5 was addressed before Agenda Item #3 due to time restraint.

AGENDA ITEM NO. 3: Case # S11-11 – Consideration of the Cottage Park of Shawnee final plat located 1700 block of N. Kickapoo. Applicant: Landes Engineering LLC.

Shawna Turner asked for the staff report. Justin Erickson presented the staff report and recommended approval of the Cottage Park of Shawnee final plat subject to 3 conditions:

1. Final infrastructure plans shall be submitted by the applicant and approved by the City and the City Engineer, as required, prior to construction.
2. Prior to filing the final plat, the applicant shall commence with making the required and proposed public site improvements in accordance with construction plans approved by the City Engineer or otherwise bond the project in accordance with City code.
3. All other applicable City standards apply.

Shawna Turner asked if anyone was for the proposal. Terry Carty came forward and spoke for the proposal. No one spoke against the proposal.

Shawna Turner asked for a motion, Commissioner Carter made a motion, seconded by Commissioner Holt to approve the Cottage Park of Shawnee final plat subject to the 3 conditions as outlined by staff.

Motion carried:

AYE: Carter, Holt, Hoster, Turner, Silvia, Salter

NAY: None

ABSTAIN: None

AGENDA ITEM NO. 4: **Discussion concerning billboard regulations and moratorium.**

Justin Erickson gave the background on the moratorium that was placed on billboards in 2002. The Commission would like to see other cities' ordinances pertaining to billboards. Public hearings will be set for January 4 Planning Commission and January 17 City Commission. The Planning Commission would like the Beautification Committee to attend the meeting in January.

AGENDA ITEM NO. 5: **Discussion concerning roles and responsibilities of the Planning Commission.**

The City attorney answered questions from the Planning Commission concerning their roles & responsibilities.

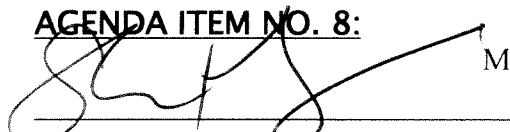
AGENDA ITEM NO. 6: **Planning Director's report**

Justin Erickson reported Primrose will be breaking ground this week and several other projects will be starting after the first of the year.

AGENDA ITEM NO. 7: **New Business/Commissioner Comments**

Steve Smith, City of Shawnee Commissioner, came forward and stated he welcomes the input of the Planning Commission.

AGENDA ITEM NO. 8: **Adjournment**
Meeting was adjourned.


Chairman/Vice-Chairman

Karen Drain
Karen Drain, Planning Commission Secretary

1/06/2012 8:26 AM
LICENSES: THRU ZZZZZZZZZZ

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

PAGE:
PAYMENT DATES: 12/01/2011 TO 12/31/2011

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION		FEE	PENALTY	TAX	INTEREST	TOTAL PAI
ALARM	BURGLAR/FIRE ALARM LICENSE	4	100.00CR				100.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	18	270.00CR				270.00
AMB	AMBULANCE LICENSE FEE	1	25.00CR				25.00
AUCD	AUCTION LICENSE FEE ONE DAY	2	20.00CR				20.00
BOATREG	BOAT REGULAR PERMIT	12	312.00CR				312.00
DEMOL	DEMOLITION LICENSE FEE	6	450.00CR				450.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	4	300.00CR				300.00
EXT	EXTERMINATOR LICENSE FEE	6	150.00CR				150.00
FISHANNUAL	FISHING ANNUAL FEE	4	60.00CR				60.00
HUNT2	MIGRATORY FOWL	21	157.50CR				157.50
LAKE-IN	LAKE LEASE CITY RESIDENT	4	800.00CR				800.00
LAKE-OUT	LAKE LEASE NON RESIDENT	4	1,600.00CR				1,600.00
LAKELEASE	LAKE LEASE	2	1,236.00CR				1,236.00
MECH2	MECHANICAL CONTRACTOR RENEW	3	225.00CR				225.00
MIXER	MIXED BEVERAGE RENEWAL	2	1,800.00CR				1,800.00
PLUM1	PLUMBING CONTRACTOR INITIAL	1	100.00CR				100.00
PLUM2	PLUMBING CONTRACTOR RENEW	7	525.00CR				525.00
RESAL	RESIDENTIAL SALE	9	90.00CR				90.00
SALVG	SALVAGE OPERATOR LICENSE FEE	1	25.00CR				25.00
SIGN	SIGN HANGERS LICENSE FEE	5	375.00CR				375.00
STORM	STORM CELLAR LICENSE FEE	5	375.00CR				375.00
TREE	TREE TRIMMING LICENSE FEE	2	50.00CR				50.00
TOTAL			9,045.50CR				9,045.50

01/06/2012 8:17 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE: 4
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 12/01/2011 TO 12/31/2011
SORTED BY: PROJECT

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	917.35CR
B2-ADD	BUILDING CONSTRUCTION ADD	39.33CR
B3-REMODEL	BUILDING CONSTRUCTION REM	1,819.11CR
B4-OTHER	BUILDING CAPORT/SHELTER	108.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	147.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,753.50CR
P3-REMODEL	PLUMBING REMODEL	1,256.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	100.00CR
X-DEMO	DEMOLITION PERMIT	350.00CR
X-SIGN	SIGN PERMIT	400.00CR
Z-CONDUSE	CONDITIONAL USE PERMIT	280.00CR
Z-OCCUP	OCCUPANCY PERMIT	125.00CR
Z-REZONING	REZONING REQUEST	280.00CR
TOTAL		7,575.79CR

01/06/2012 8:17 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE: 6
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 12/01/2011 TO 12/31/2011
SORTED BY: PROJECT

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	384.00CR
001-4202	BUILDING PERMITS	2,548.79CR
001-4203	PLUMBING PERMITS	1,140.00CR
001-4204	ELECTRICAL PERMITS	120.00CR
001-4205	ZONING PERMITS & APPLICATIONS	560.00CR
001-4206	HEATING & A/C PERMITS	1,650.00CR
001-4249	OTHER PERMITS	875.00CR
001-4822	OTHER MISC. REVENUE	48.00CR
101-4249	OTHER PERMITS	100.00CR
501-4510	WATER TAPS	150.00CR
799-1023	BANCFIRST GENERAL	7,575.79

Regular Board of Commissioners

4.

Meeting Date: 01/17/2012

Mayors Proclamation

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Mayor's Proclamation:

"Pat Snider Day"

January 17, 2012

Regular Board of Commissioners

5.

Meeting Date: 01/17/2012

Employee of the Month

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

City Manager's presentation of Employee of the Month to Teresa Story, Billing Clerk – Customer Service.

Regular Board of Commissioners

6.

Meeting Date: 01/17/2012

Kickapoo Tribe Annexation

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Reconvene public hearing and consideration of an ordinance annexing property located northwest of the intersection of MacArthur Street and Acme Road, just east of Highway 177. Applicant: Kickapoo Tribe of Oklahoma (*Continued from the December 19, 2011 meeting at the request of the applicant*)

Attachments

Kickapoo Tribe Annexation

Ordinance Annexation



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

MEMORANDUM

AGENDA: November 21, 2011

TO: Shawnee City Commission

FROM: Justin Erickson, Planning Director *JE*

RE: Kickapoo Tribe of Oklahoma Annexation Request

SUMMARY

The Kickapoo Tribe of Oklahoma requests annexation of 59.06 acres into the City of Shawnee. The Annexation is to facilitate construction of proposed gaming facilities which will be constructed in phases over the next few years. Annexation will allow utilization of City services (police, fire, water/sewer, building inspections) and construction is expected to start soon. Although the property is Trust land and the Kickapoo Tribe is sovereign, they have indicated a preference to enter into agreement with the City with respect to police, fire and building inspections, etc.

The property is located northwest of the intersection of MacArthur Street and Acme Road, just east of Highway 177. A map and details from the Kickapoo Tribe are attached.

STAFF REQUEST

Staff requests that the City Commission authorize staff to provide legal notice and advertise for a public hearing to annex 59.06 acres into the City of Shawnee as requested by the Kickapoo Tribe of Oklahoma.

The anticipated timeframe would be as follows:

Staff provides required legal notice(s):	December 4
Public Hearing:	December 19 (regular City Commission meeting)

Attachments



KICKAPOO TRIBE	
ANNEXATION EXHIBIT	
SUBMITTER	NAME
CHECKED BY	NAME
DATE	DATE
ENGINEER	NAME
SCALE	SCALE
DATE	DATE
PROJECT NO.	PROJECT NO.
SHEET NO.	SHEET NO.

Kickapoo Tribe of Oklahoma

FILED

P.O.Box 70
407 N. Hwy 102
McLoud, Oklahoma 74851

IN THE DISTRICT COURT

OCT 25 2011

Administration Department
Phone: 405-964-4227; Fax: 405-964-4265
Email: kwilson@kickapootribeofoklahoma.com

RESOLUTION

DOCKET PAGE
KICKAPOO TRIBE OF OKLAHOMA
BY Shawnee Amos COURT CLERK
DEPUTY

KTO-2011-102

A RESOLUTION DULY AUTHORIZED BY THE BUSINESS COMMITTEE OF THE KICKAPOO TRIBE OF OKLAHOMA REQUESTING THAT THE CITY OF SHAWNEE, OKLAHOMA, ANNEX A TRACT OF LAND HELD IN TRUST FOR THE KICKAPOO TRIBE OF OKLAHOMA BY THE UNITED STATES FEDERAL GOVERNMENT, TO THE CITY OF SHAWNEE, OKLAHOMA

WHEREAS, the Kickapoo Tribe of Oklahoma is a Federally recognized Native American Tribe organized pursuant to the *Thomas-Rogers Oklahoma Indian Welfare Act of June 26, 1936, (49 Stat. 1967)*; and

WHEREAS, the Business Committee of the Kickapoo Tribe of Oklahoma, in accordance with the *Kickapoo Tribe of Oklahoma Constitution and By-laws, Article V, Section 1 (a)* is authorized to speak and act on behalf of the Tribe; and

WHEREAS, the Kickapoo people, have through a continuation of Kickapoo history, an organized self government, since time immemorial, sovereign powers, inherent in Kickapoo tradition; and

WHEREAS, the Kickapoo Tribe of Oklahoma is interested in pursuing economic development on Tribal land that is held in trust for the Kickapoo Tribe of Oklahoma which is adjacent to the City of Shawnee, Oklahoma; and

WHEREAS, the tract land is herein described as:

Commence at the Mexican Kickapoo 204, 59.06 acres in the SE Section 3, Township 10 North, Range 3 East, I.M., Pottawatomie County, Oklahoma;

and

WHEREAS, annexation of such tract of land within the limits of the City of Shawnee would allow for the provision of certain municipal services to the tract of land that would be beneficial to the City of Shawnee and the Kickapoo Tribe of Oklahoma; and

WHEREAS, annexation of such tract of land to within the limits of the City of Shawnee does not and would not alter the existing jurisdiction of the Kickapoo Tribe of Oklahoma and the State of Oklahoma; and

Gilbert Salazar
APETOKA
CHAIRMAN

Boyd Ponkilla
ADAMIDATA
VICE-CHAIRMAN

Patricia Gonzales
MOKITANOCUA
SECRETARY

Jennell Downs
KISAKODICUA
TREASURER

John Scott
DAKIPOA
COUNCILMAN

RESOLUTION

KTO-2011-102

Page 2

WHEREAS, annexation of such tract land to within the limits of the City of Shawnee does not and would not alter the existing Federal trust status of the land for and on behalf of the Kickapoo Tribe of Oklahoma; and

WHEREAS, the Kickapoo Tribe of Oklahoma, in its capacity as owner of the above described tract of land is requesting that the City of Shawnee, Oklahoma, take such tract of land and annex such tract of land with the City of Shawnee, Oklahoma.

NOW, THEREFORE BE IT RESOLVED, that the Business Committee, for and on behalf of the Kickapoo Tribe of Oklahoma is requesting the City of Shawnee, Oklahoma, annex the following tract of land to the City of Shawnee, Oklahoma:

Commence at the Mexican Kickapoo 204, 59.06 acres in the SE
Section 3, Township 10 North, Range 3 East, I.M., Pottawatomie
County, Oklahoma;

and

BE IT FURTHER RESOLVED, that the annexation of such tract of land would be to the mutual benefit of the City of Shawnee and the Kickapoo Tribe of Oklahoma; and

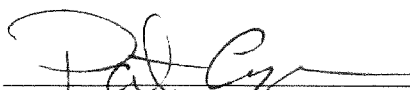
BE IT FINALLY RESOLVED, that the annexation of the tract would not alter the jurisdiction of the land with regard to the Kickapoo Tribe of Oklahoma and/or the trust status of the land as designated by the U.S. Federal government for the benefit of the Kickapoo Tribe of Oklahoma.

CERTIFICATION

We, Gilbert Salazar, Chairman, and Patricia Gonzales, Secretary, serving in our official duties as officials of the Kickapoo Tribe of Oklahoma Business Committee, do hereby certify that the above Resolution is a true and exact original as authorized by the Business Committee of the Kickapoo Tribe of Oklahoma, at a meeting of the Business Committee, held on October 14, 2011, with a quorum present, and the vote being 4 in favor, 0 opposed, and 1 abstaining.



Gilbert Salazar, Chairman
Business Committee
Kickapoo Tribe of Oklahoma

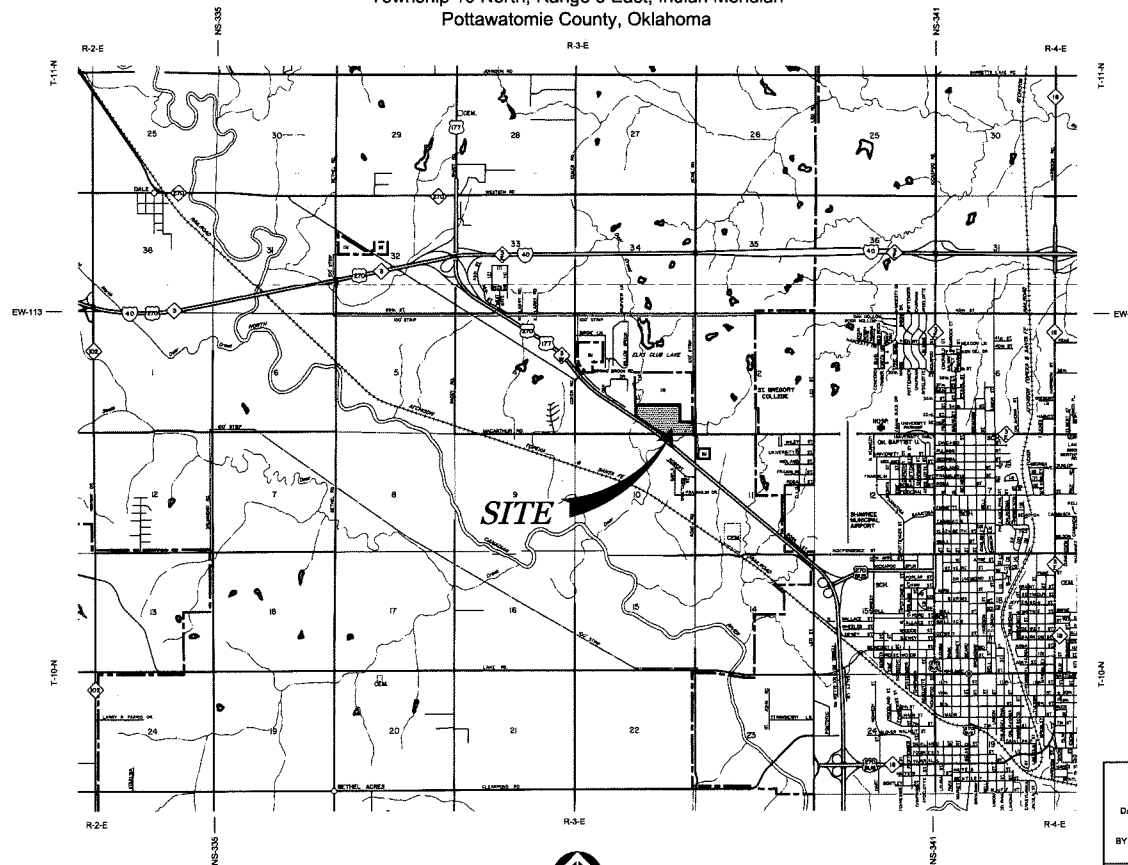
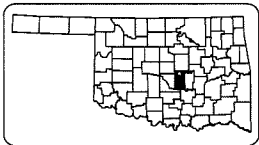


Patricia Gonzales, Secretary
Business Committee
Kickapoo Tribe of Oklahoma

KICKAPOO TRIBE OF OKLAHOMA

PLAN OF PROPOSED GRADING DRAINAGE SURFACING PROJECT

Part of the South Half of the Southeast Quarter of Section 3
Township 10 North, Range 3 East, Indian Meridian
Pottawatomie County, Oklahoma



LEGEND

- 100 --- EXISTING GROUND CONTOURS
- T-10 --- TELECOMM. LINE (UNDERGROUND)
- PETROLEUM PIPELINE
- 0/1 --- ELECTRIC POWER LINE (OVERHEAD)
- FENCE LINE
- GAS LINE
- SANITARY SEWER LINE
- WATER LINE
- RIGHT OF WAY
- ASPHALT SURFACE
- CONCRETE SURFACE
- GRAVEL SURFACE

NOTE: Utilities shown for illustrative purposes only. All utilities should be verified prior to any construction. BEFORE YOU DIG, CALL OKIE ONE CALL AT (800) 522-OKIE OR 811.



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

KICKAPOO TRIBE OF OKLAHOMA
407 N. Hwy. 102 P.O. Box 70
McLoud, OK 74851
(405) 964-4227 (405) 964-4265 fax

INDEX OF SHEETS

1. TITLE SHEET
2. STORMWATER MANAGEMENT PLAN
3. CONSTRUCTION NOTES
4. TYPICAL SECTIONS
5. GENERAL PLAN
6. PROFILE VIEWS

CITY OF SHAWNEE		KICKAPOO TRIBE OF OKLAHOMA	
DATE APPROVED _____		DATE APPROVED _____	
BY _____		BY _____	
	Prepared by BOATMAN ENGINEERING, LLC 371126 U.S. Highway 62 Okemah, Oklahoma 74859 Tel (918) 858-5414 Fax (918) 858-3850 Certificate of Authorization No. 3628 (P.E. Lic.) exp. 6/30/2012 OCT 19, 2011 "This document is preliminary in nature and is not a final, signed and sealed document." BOB M. BOATMAN, P.E. OKLA. LIC. NO. 15638		
	GRADING DRAINAGE SURFACING		
	SHEET NO. 1		

STORM WATER MANAGEMENT PLAN

SITE DESCRIPTION

PROJECT LIMITS: CRL001 0+00 to 3+26.76' Lt & Rt 3+26 to 7+50.350' Lt & 100' Rt
and as necessary to maintain positive drainage. Limit construction activities to maintain the smallest impact possible.

PROJECT DESCRIPTION: Construct 15,380 SF Building Pad and 16,000 SY AC Parking Lot w/ Curb & Gutter,
Grading, Drainage, Surfacing, Striping.

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES: _____
Prior to initiating soil disturbing activities, the Contractor shall install all perimeter temporary sediment controls specified.
Strip, stockpile and stabilize topsoil. Clear and grub only in necessary areas, preserving as much native vegetation as
possible. Install, maintain and/or move temporary sediment items with construction operations as practical. Upon
completion of grading, replace salvaged topsoil and as directed by the Engineer, plant temporary seeding or install solid
slab sod. Remove devices only after an acceptable vegetative cover (at least 70%) has been attained, or as directed by the
Engineer. As site conditions warrant, the Contractor may choose to modify the type or arrangement of specified practices
to improve their effectiveness as approved by the Engineer. The Contractor will maintain a log of the dates of major soil
disturbance activities, and also the dates of installation and maintenance of erosion control measures.

SOIL TYPE: _____

AREA TO BE DISTURBED: 5.5 AC±

OFFSITE AREA TO BE DISTURBED: _____
(FOR CONTRACTOR USE)

WEIGHTED RUNOFF COEFFICIENT
Before Construction: 0.35
After Construction: 0.35

NAME OF RECEIVING WATERS: UNNAMED TRIBUTARY TO DEER CREEK

NOTE:
THIS SHEET SHOULD BE USED IN CONJUNCTION WITH A DRAINAGE MAP
THAT ILLUSTRATES THE DRAINAGE CHARACTERISTICS AND RECEIVING WATERS
FOR THIS PROJECT. THIS SHEET SHOULD ALSO BE USED WITH THE EROSION
CONTROL SUMMARIES, PAY ITEMS, & NOTES.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

- _____ TEMPORARY SEEDING
- ☒ PERMANENT SODDING, SPRIGGING OR SEEDING
- ☒ VEGETATIVE MULCHING
- _____ SOIL RETENTION BLANKET
- ☒ PRESERVATION OF EXISTING VEGETATION

NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON
ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEASED
FOR OVER 14 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS,
OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- ☒ STABILIZED CONSTRUCTION EXIT
- ☒ TEMPORARY SILT FENCE
- ☒ TEMPORARY SILT DIKES
- ☒ TEMPORARY BALE BARRIERS
- _____ DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- ☒ DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- _____ ROCK FILTER DAMS
- _____ TEMPORARY SLOPE DRAIN
- ☒ PAVED DITCH W/ DITCH LINER PROTECTION
- _____ TEMPORARY DIVERSION CHANNELS
- _____ TEMPORARY SEDIMENT BASINS
- _____ TEMPORARY SEDIMENT TRAPS
- _____ TEMPORARY SEDIMENT FILTERS
- ☒ TEMPORARY SEDIMENT REMOVAL
- ☒ RIP RAP
- _____ INLET SEDIMENT FILTER
- _____ TEMPORARY BRUSH SEDIMENT BARRIERS
- _____ SANDBAG BERMS
- _____ TEMPORARY STREAM CROSSINGS

OFFSITE VEHICLE TRACKING:

- _____ HAUL ROADS DAMPENED FOR DUST CONTROL
- ☒ LOADED HAUL TRUCKS TO BE COVERED WITH TARPULIN
- ☒ EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

MAINTENANCE AND INSPECTION:
ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM
THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED.
INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY
7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 IN AS
RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE. POTENTIALLY ERODIBLE
AREAS, DRAINAGE WAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND
EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT
NEED TO BE INSPECTED.

WASTE MATERIALS:
PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE
CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS
FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING,
SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE
REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:
PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE
CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND
FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP
MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS,
CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:
A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED TO COMPLY WITH THE
OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS
INITIATED DURING THE DESIGN PHASE, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE
ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORMS THAT HAVE BEEN
FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE PLAN MUST
BE KEPT CURRENT WITH UP-TO-DATE AMENDMENTS DURING THE PROGRESSION OF THE PROJECT.
ALL CONTRACTOR OFF-SITE OPERATIONS ASSOCIATED WITH THE PROJECT MUST BE DOCUMENTED
IN THE SWPPP, I.E., BORROW PITS, WORK ROADS, DISPOSAL SITES, ASPHALT/CONCRETE PLANTS, ETC.
THE BASIC GOAL OF STORM WATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING
POLLUTANTS IN STORM WATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL
FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN
THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS
MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION
SITE ARE THE BEST PRACTICES FOR CONTROLLING STORMWATER POLLUTION.

THE FOLLOWING SECTIONS OF THE 2009 ODOT STANDARD SPECIFICATIONS SHOULD BE NOTED:
103.05 BONDING REQUIREMENTS
104.10 FINAL CLEANING UP
104.12 CONTRACTOR'S RESPONSIBILITY FOR WORK
104.13 ENVIRONMENTAL PROTECTION
106.08 STORAGE AND HANDLING OF MATERIAL
107.01 LAWS, RULES AND REGULATIONS TO BE OBSERVED
107.20 STORM WATER MANAGEMENT
220 MANAGEMENT OF EROSION, SEDIMENTATION AND STORM WATER POLLUTION PREVENTION AND CONTROL
221 TEMPORARY SEDIMENT CONTROL

IN ADDITION:
"ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE
STATE OF OKLAHOMA." ODEQ, WATER QUALITY DIVISION, SEPTEMBER 13, 2007.

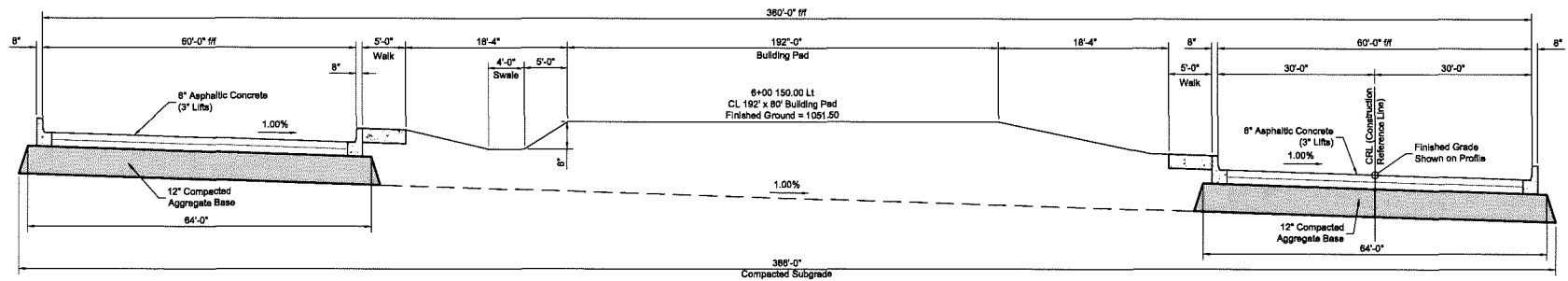
KICKAPOO TRIBE OF OKLAHOMA GRADING DRAINAGE SURFACING

STORMWATER MANAGEMENT PLAN

PRELIMINARY
OCT 19, 2011

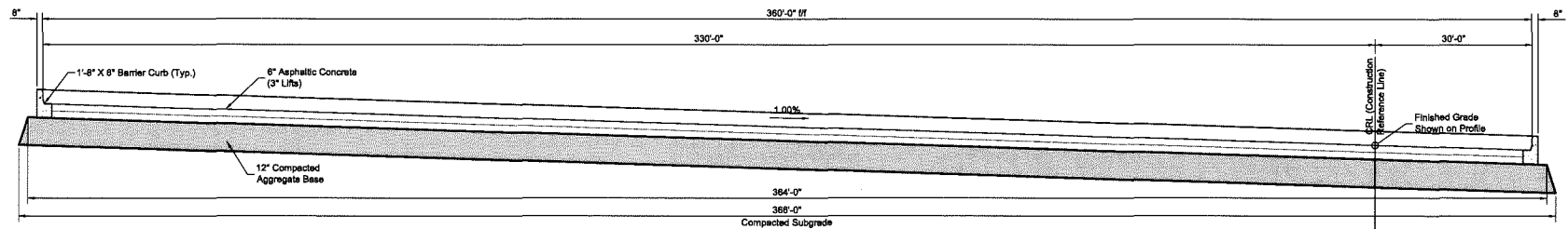
W MACARTHUR RD

SHEET NO. 2

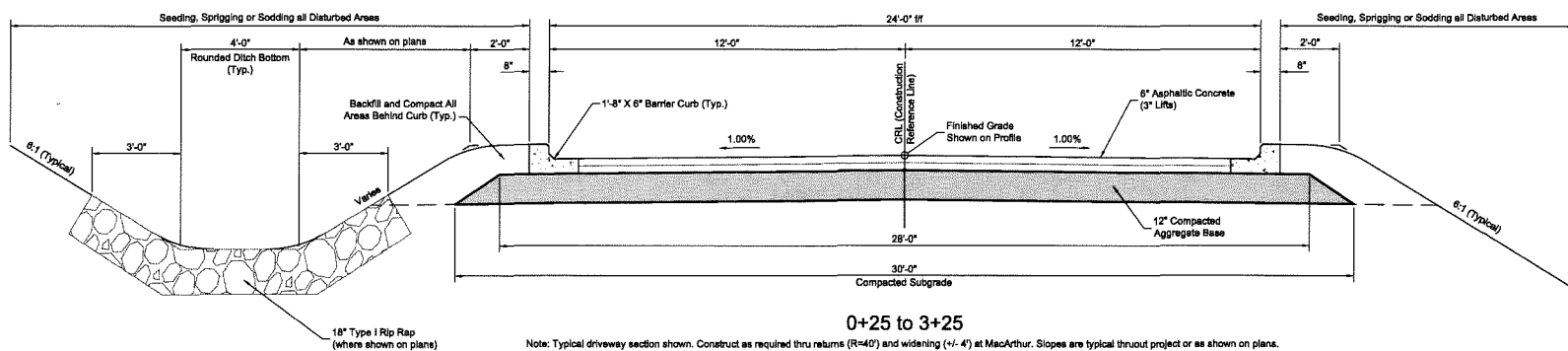


5+60 to 6+40

Note: Grade to drain away from building pad. Minimum slope = 10:1.
Maximum slopes in ADA parking areas must meet requirements.



3+25 to 7+25



0+25 to 3+25

Note: Typical driveway section shown. Construct as required thru returns (R=40') and widening (+/- 4') at MacArthur. Slopes are typical thruout project or as shown on plans.

KICKAPOO TRIBE OF OKLAHOMA

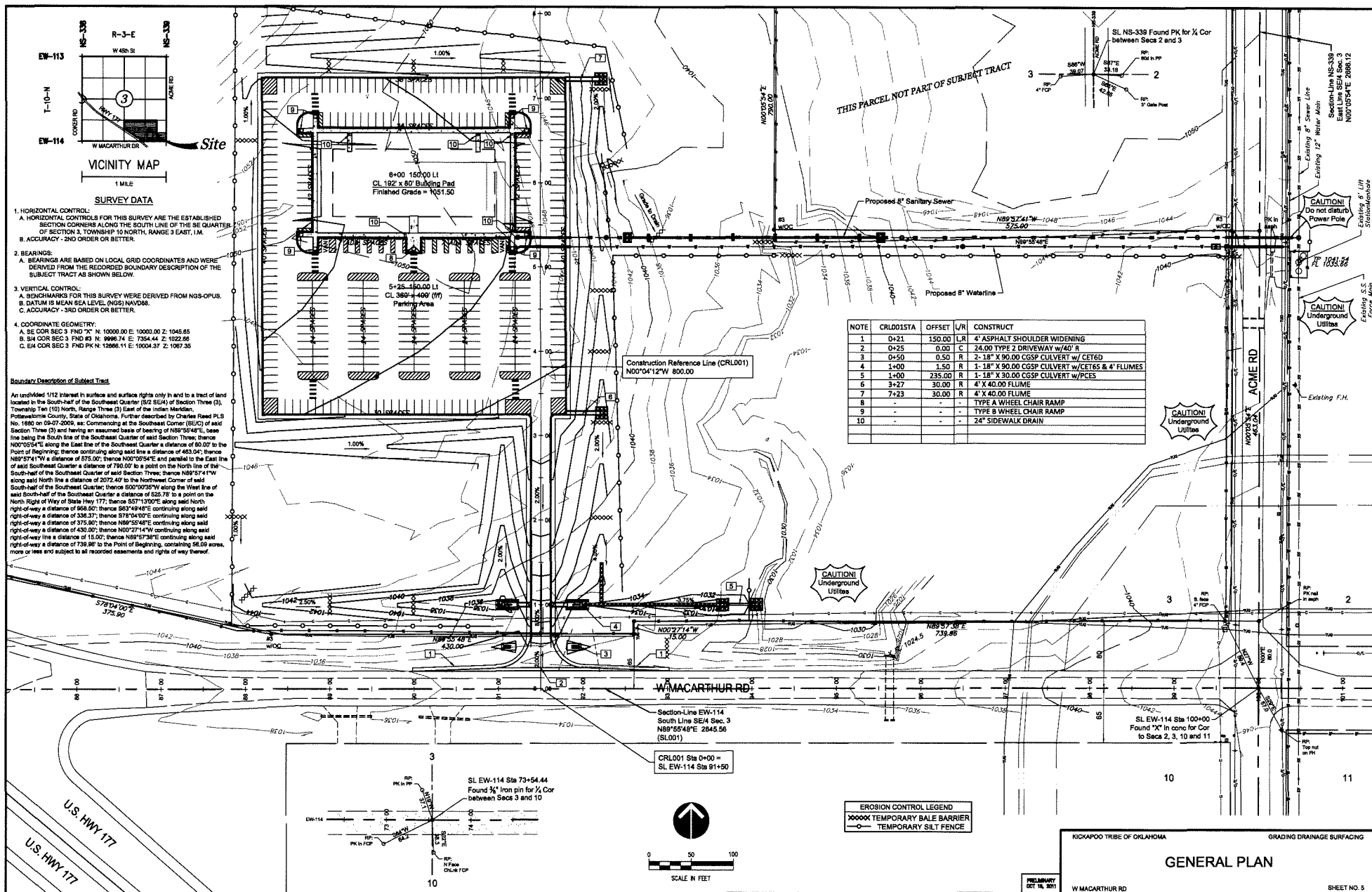
GRADING DRAINAGE SURFACING

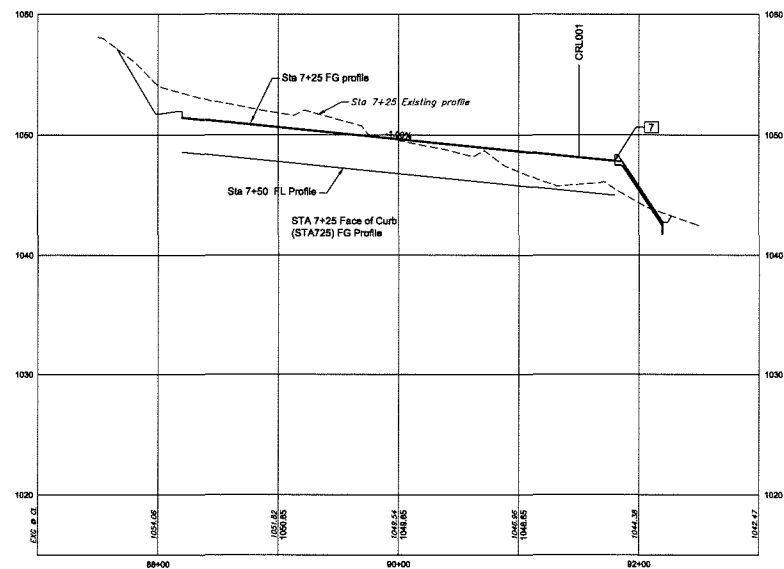
TYPICAL SECTIONS

PRELIMINARY
OCT 18, 2011

W MACARTHUR RD

SHEET NO. 4





W MACARTHUR RD

Regular Board of Commissioners

7.

Meeting Date: 01/17/2012

Rezoning Bryan and 45th Street

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

A public hearing and consideration of an ordinance rezoning property located at the NorthWest corner of Bryan Street and 45th Street from A-1; Agricultural to C-2; Suburban Office.

Applicant requested C-3; Automotive, Commercial and Recreation. However, planning commission denied C-3 and approved the C-2

Case #P01-12 Applicant: Landes Engineering, LLC

Attachments

Rezoning Bryan and 45th Street

Ordinance Rezoning Bryan and 45th

RECOMMENDATION TO:

MAYOR

BOARD OF CITY COMMISSIONERS

CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE

PLANNING COMMISSION

SUBJECT:

APPLICANT: Landes Engineering LLC

FOR: Rezone

LOCATION: NW corner of Bryan & 45th St

PROJECT#: 111439 Case# P01-12

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: A-1; Agricultural

REQUESTED CLASSIFICATION: C-3; Automotive, Commercial & Recreation

PROPOSED PROPERTY USE: Church

PLANNING COMMISSION MEETING DATE: January 4, 2012

PLANNING COMMISSION RECOMMENDATION: Deny C-3 zoning Approve C-2 zoning

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

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

RESPECTFULLY SUBMITTED,

Karen Drain

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



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

STAFF REPORT
CASE #P01-12

TO: Shawnee Planning Commission

AGENDA: January 4, 2012

RE: CASE #P01-12; Consideration of Rezone Request (A-1 to C-3)

PROPOSAL

Rezone the subject site, which is currently zoned A-1 (Agricultural) to C-3 (Commercial) to facilitate use of the site for the construction of a church. The property is approximately 10 acres in size and is located at the northwest intersection of Bryan and 45th Street. The property is presently vacant.

GENERAL INFORMATION

Applicant/Agent	Landes Engineering, LLC
Owner	Mike Massey
Site Location/Address	NW Corner of Bryan and 45 th
Current Site Zoning	A-1 – Agricultural
Parcel Size	~10.05
Proposed Zoning	C-3 – Commercial
Proposed Use	Church
Comprehensive Plan Designation	Commercial
Existing Land Use	Vacant / Agricultural
Surrounding Land Use	The surrounding land to the north, east and west is predominately undeveloped and vacant. A residential subdivision border the property to the south.

Surrounding Zoning	<u>North:</u> A-1 <u>South:</u> R-1 <u>West:</u> A-1 <u>East:</u> A-1
---------------------------	--

STAFF ANALYSIS AND FINDINGS

The subject property is currently zoned A-1 – Agricultural (Figure 1). As indicated by Figure 2, the surrounding land use is typified by agricultural uses and vacant land, with the exception of a residential subdivision located to the south. At this time, Staff does not have any engineering or site plan information concerning the proposed structure(s) or a timeframe for construction. Prior to construction on the property, all necessary platting, engineering and design information will be required to be submitted and approved by the City and any other necessary approval authorities.

Pursuant to the Shawnee Zoning Code, churches are permissible in the A-1 Zone. Staff is not certain why the applicant is proposing a rezone, when the current classification permits the intended use. However, the requested zoning of C-3 is consistent with the Shawnee Comprehensive Plan and rezone would permit additional commercial activity if the proposed church does not occupy the entire 10 acres of the parcel. Churches are permitted outright in all commercial zones.

RECOMMENDATION

Based on the analysis and findings above, Staff recommends **approval** of the applicant's request to rezone the subject property to C-3 and recommends that the Planning Commission forward a favorable recommendation to the City Commission.

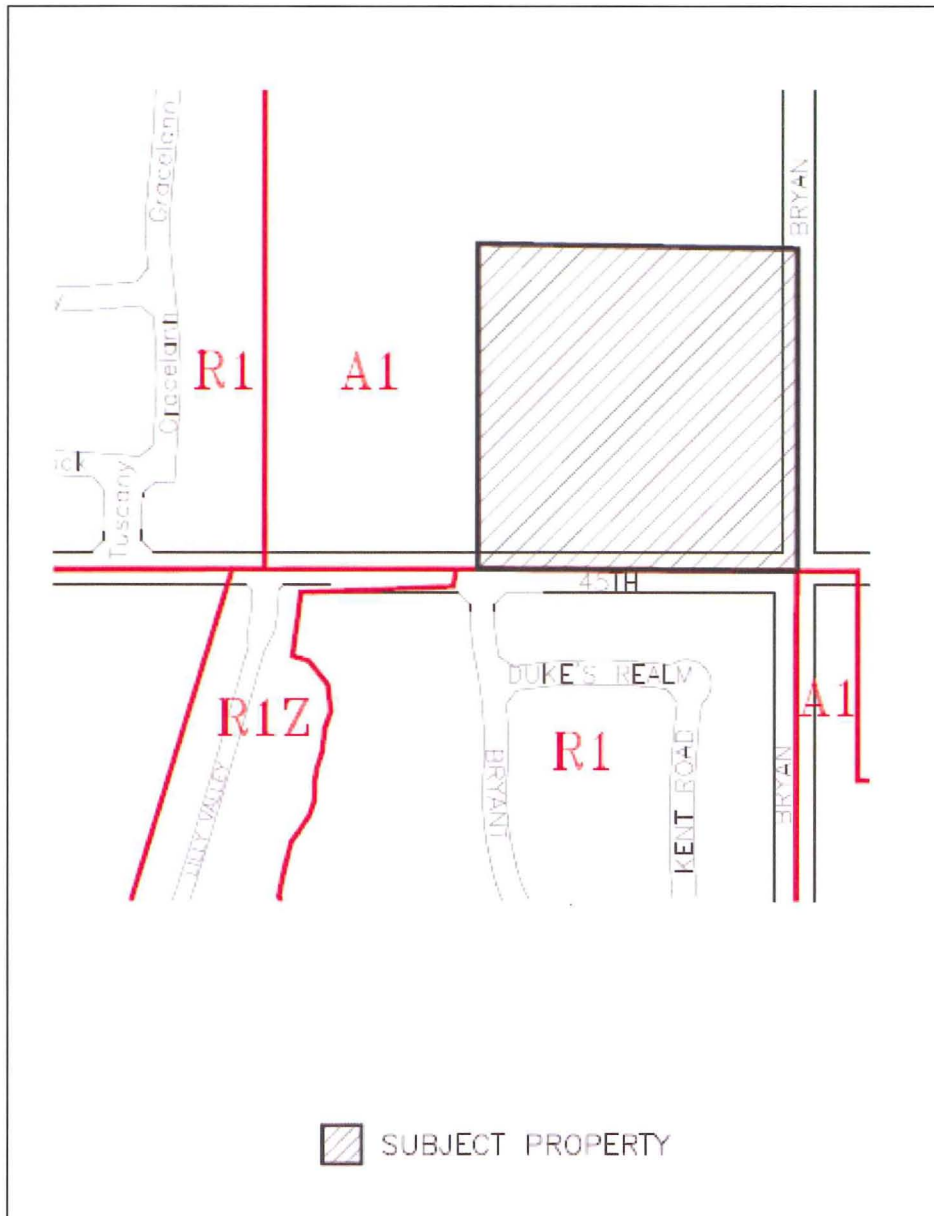


Figure 1: Location and zoning map.



Figure 2: Aerial view of site and surrounding area (site outlined in red).

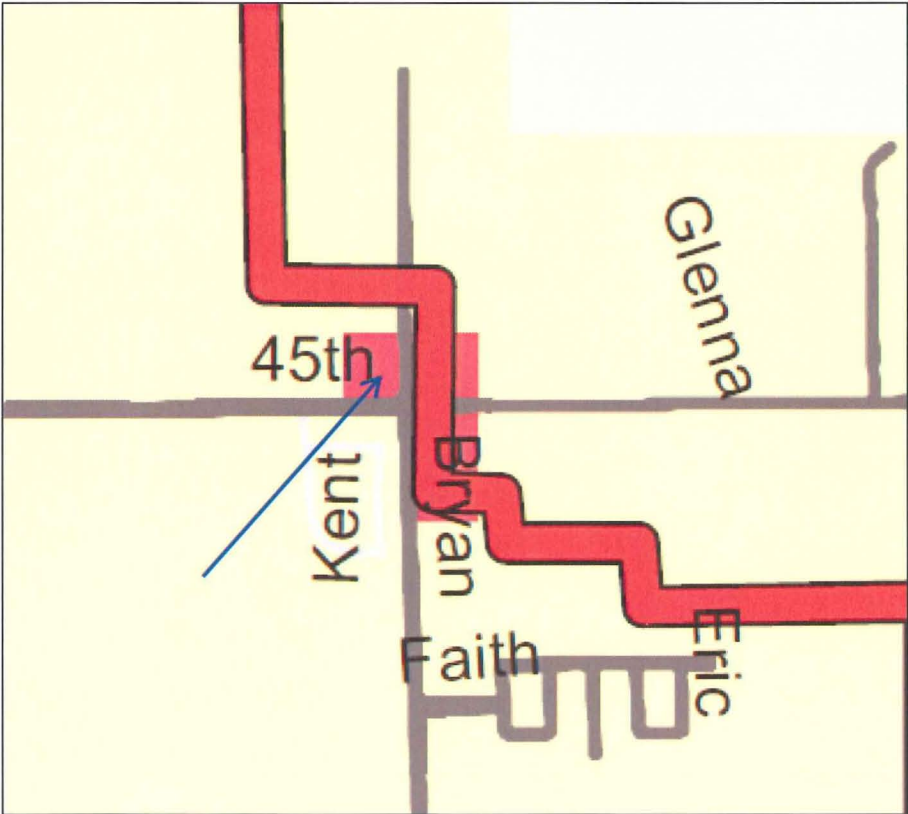


Figure 3: Comprehensive Plan designation of the site (Commercial).

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P01-12

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

The property requesting rezoning is described as follows:

The southeast Quarter of the Southeast Quarter of the Southeast Quarter (SE/4 SE/4 SE/4) of the Section Thirty-two (32), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, also described as: A tract of land beginning at the Southeast Corner of the Southeast Quarter (SE/4); thence North 665.9175 feet; thence N89°05'28"W 658.7909 feet, thence South 661.8835 feet; thence East 660.134 feet to the point of beginning.

General Location Known As:	<u>NW corner of Bryan & 45th Street</u>
Current Zoning Classification:	<u>A-1; Agricultural</u>
Requested Zoning Classification:	<u>C-3; Automotive, Commercial & Recreation</u>
Proposed Use of Property:	<u>Church</u>
Applicant:	<u>Landes Engineering LLC</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:

JANUARY 4, 2012	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
JANUARY 17, 2012	AT 6:30 P.M.:	CITY OF SHAWNEE CITY COMMISSION

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

Witness my hand this 14TH day of December, 2011.



Phyllis Loftis, City Clerk

CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

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

PLANNING COMMISSION APPLICATION
PROJECT NO. 111439 CASE NO. 901-12

REQUEST:

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

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from A-1 District to C-3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): NW Corner of Brian & 45th Street

LEGAL DESCRIPTION: See Attached Boundary Survey

PROPERTY OWNER (S): Mr. Mike Massey

PROPERTY AGENT (APPLICANT): Landes Engineering LLC

APPLICANT'S ADDRESS: P.O.Box 3698

CITY: Shawnee **STATE** Oklahoma **ZIP** 74802

EMAIL ADDRESS: PastorMike@ShawneeBible.org

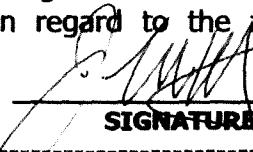
TELEPHONE NUMBER: (405) 273-2900 **CONTACT NUMBER:** (405) 585-8389 (cell)

DIMENSIONS OF PROPERTY: AREA 10.05ac WIDTH 661 Deed
LENGTH 660 Deed FRONTAGE 660 Deed (See Attached Survey)

CURRENT ZONING: A-1 **CURRENT USE:** Agriculture

PROPOSED ZONING: C-3 **PROPOSED USE:** Church

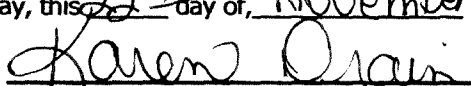
With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.



SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 22nd day of November 2011



PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 1271442

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

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

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

-: AFFIDAVIT OF BONDED ABTRACTOR :-

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

The Southeast Quarter of the Southeast Quarter of the Southeast Quarter (SE/4 SE/4 SE/4) of Section Thirty-two (32), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, also described as: A tract of land beginning at the Southeast Corner of the Southeast Quarter (SE/4); thence North 665.9175 feet; thence N89°05'28"W 658.7909 feet; thence South 661.8835 feet; thence East 660.134 feet to the point of beginning.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from One (1) to Two (2), both inclusive.

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

EXECUTED at Shawnee, Oklahoma, this 3rd day of November, 2011.

FIRST AMERICAN TITLE AND TRUST COMPANY

By Teresa Southard
Teresa Southard, Licensed Abtractor #264

Order No. 1639101-SH99

Ownership List

Order No. 1639101-SH99

Date November 3, 2011

Page No. 1

OWNER

BRIEF LEGAL:

Enchanted Forest Homeowners Association – c/o Sherry Lankford – 2201 Bryant Via, Shawnee, OK 74804

Tract A & Lot 1, Block 1, ENCHANTED FOREST ADDITION to Shawnee

Charles E. Norton and Doris I. Norton – 4412 Bryant Via, Shawnee, OK 74804

Lot 2, Block 1, ENCHANTED FOREST ADDITION to Shawnee

Linda L. Robinson and Edwin D. Combs – 4410 Bryant Via, Shawnee, OK 74804

Lot 3, Block 1, ENCHANAGED FOREST ADDITION to Shawnee

Glen C. Stow and Cate D. Stow – 4408 Bryant Via, Shawnee, OK 74804

Lot 4, Block 1, ENCHANTED FOREST ADDITION to Shawnee

Jean C. Lancaster – 4409 Kent Rhoad, Shawnee, OK 74804

Lot 19, Block 1, ENCHANTED FOREST ADDITION to Shawnee

Bonnie Jean McKeel Living Trust – 4411 Kent Rhoad, Shawnee, OK 74804

Lot 20, Block 1, ENCHANTED FOREST ADDITION to Shawnee

Ronald K. Larman and Jackie D. Larman – 4413 Kent Rhoad, Shawnee, OK 74804

Lot 21, Block 1, ENCHANTED FOREST ADDITION to Shawnee

Bobby D. Roach and Jacqueline L. Roach 2007 Revocable Trust – 2208 Dukes Realm, Shawnee, OK 74804

Lot 22, Block 1, ENCHANTED FOREST ADDITION to Shawnee

William C. Rice and Norma J. Rice – 2206 Dukes Realm, Shawnee, OK 74804

Lot 23, Block 1, ENCHANTED FOREST ADDITION to Shawnee

David Andrew Novotny – 2204 Dukes Realm, Shawnee, OK 74804

Lot 24, Block 1, ENCHANTED FOREST ADDITION to Shawnee

Regina S. Jarvis and Jeffery S. Jarvis – 2202 Dukes Realm, Shawnee, OK 74804

Lot 25, Block 1, ENCHANTED FOREST ADDITION to Shawnee

Orville Johnson and Cleta Johnson – 4411 Bryant Via, Shawnee, OK 74804

Lot 26, Block 1, ENCHANTED FOREST ADDITION to Shawnee

Thurston C. Munn – 2201 Dukes Realm, Shawnee, OK 74804

Lot 1, Block 2, ENCHANTED FOREST ADDITION to Shawnee

Steven A. Hale and Deborah K. Hale Trust – P.O. Box 3368, Shawnee, OK 74802-3368

Lot 3, Block 2, ENCHANTED FOREST ADDITION to Shawnee

Larry Vassaur and Vickey L. Vassaur – 2207 Dukes Realm, Shawnee, OK 74804

Lot 4, Block 2, ENCHANTED FOREST ADDITION to Shawnee

Terri L. Tate and Todd B. Tate – 2203 Dukes Realm, Shawnee, OK 74804

Lot 2, Block 2, ENCHANTED FOREST ADDITION to Shawnee

Ownership List

Order No. 1639101-SH99

Date November 3, 2011

Page No. 2

OWNER

BRIEF LEGAL:

Bryant Builders, Inc. – c/o Ron Turner – 4403 Lilly Valley, Shawnee, OK 74804
Block A, ENCHANTED GARDENS ADDITION to Shawnee

J. Michael Massey and Dawnda G. Massey – P.O. Box 3698, Shawnee, OK 74802-3698
SE/4 SE/4 SE/4 Section 32, Township 11 North, Range 4 East

Kenneth J. Junk Trust – 4811 Marywood, Spring, TX 77388
E/2 N/2 SE/4 SE/4 Section 32, Township 11 North, Range 4 East

Terry W. West and C. Brad Henry – 124 W. Highland, Shawnee, OK 74801
W/2 E/2 SE/4 Section 32, Township 11 North, Range 4 East

Wayne L. Zorger – 1925 N. Philadelphia, Shawnee, OK 74804
SW/4 Section 33, Township 11 North, Range 4 East

Charles Bradford Henry, et al – 820 NE 23rd St., Oklahoma City, OK 73105
N/2 NW/4 NW/4 Section 4, Township 10 North, Range 4 East...LESS TRACTS

ORDINANCE NO. _____

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: THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4 SE/4) OF THE SECTION THIRTY-TWO (32), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, ALSO DESCRIBED AS: A TRACT OF LAND BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4); THENCE NORTH 665.9175 FEET; THENCE N89°05'28"W 658.7909 FEET, THENCE SOUTH 661.8835 FEET; THENCE EAST 660.134 FEET TO THE POINT OF BEGINNING; REZONING SAID PROPERTY FROM A-1; AGRICULTURAL TO C-2; SUBURBAN OFFICE AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing was conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 17th day of January, 2012 upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification A-1; Agricultural Single to C-2; Suburban Office.

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 zoned as considered.

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

That the following described property located in the City of Shawnee, Oklahoma, to-wit:

The southeast Quarter of the Southeast Quarter of the Southeast Quarter (SE/4 SE/4 SE/4) of the Section Thirty-two (32), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, also described as: A tract of land beginning at the Southeast Corner of the Southeast Quarter (SE/4); thence North 665.9175 feet; thence N89°05'28"W 658.7909 feet, thence South 661.8835 feet; thence East 660.134 feet to the point of beginning; is hereby rezoned from A-1; Agricultural to C-2; Suburban Office.

PASSED AND APPROVED this 17th day of January, 2012.

LINDA PETERSON, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

Regular Board of Commissioners

8.

Meeting Date: 01/17/2012

Conditional Use Permit 1613 N Harrison

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

A public hearing and consideration of an ordinance for a Conditional Use Permit in C-3; Automotive, Commercial and Recreation zoning for property located at 1613 N. Harrison.

Case #P02-12 Applicant: Carl McCollum

Attachments

Conditional Use Permit Rezoning

Ordinance Conditional Use Permit Rezoning

RECOMMENDATION TO:

MAYOR

BOARD OF CITY COMMISSIONERS

CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE

PLANNING COMMISSION

SUBJECT:

APPLICANT: Carl McCollum

FOR: Conditional Use Permit

LOCATION: 1613 N. Harrison

PROJECT#: 111438 Case# P02-12

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: C-3; Automotive, Commercial & Recreation

REQUESTED CLASSIFICATION: C-3P; Automotive, Commercial & Recreation with a Conditional Use Permit to allow for a spa offering massage therapy.

PROPOSED PROPERTY USE: Spa offering massage therapy.

PLANNING COMMISSION MEETING DATE: January 4, 2012

PLANNING COMMISSION RECOMMENDATION: Approval with 2 conditions

1. The applicant shall obtain all necessary building permits and City approval prior to opening for business.
2. The applicant shall obtain all necessary State and County permits required to operate the proposed business.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

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

RESPECTFULLY SUBMITTED,

Karen Drain

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



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

STAFF REPORT
CASE #P02-12

TO: Shawnee Planning Commission

AGENDA: January 4, 2012

RE: CASE #P02-12; Consideration of Request for Conditional Use Permit

PROPOSAL

The applicant requests approval of a Conditional Use Permit to operate a spa offering massage therapy. The use will be operated within a lease space of an established shopping center (1601 N. Harrison) that includes numerous other commercial uses.

GENERAL INFORMATION

Applicant/Agent	Carl McCollum
Owner	Southstar Property Management, Inc. Portland, OR
Site Location/Address	1613 N. Harrison (Shopping Center: 1601 N. Harrison)
Current Site Zoning	C-3
Parcel Size	4.2 acres
Proposed Zoning	C-3 w/Conditional Use Permit Issued
Proposed Use	Continue Existing Use – Obtain Conditional Use Permit for tenant space for use as Massage Spa
Comprehensive Plan Designation	Commercial
Existing Land Use	Shopping Center (featuring a variety of permitted C-3 uses)

Surrounding Land Use	The surrounding land use is predominately commercial in nature.
Surrounding Zoning	<u>North:</u> C-3 <u>South:</u> C-3 <u>West:</u> C-3 <u>East:</u> R-1

STAFF ANALYSIS AND FINDINGS

The subject property is zoned C-3 – Commercial and consists of a shopping complex with multiple buildings and lease spaces. The shopping center was built in 1975 according to Pottawatomie County records. Surrounding zoning and land use is mostly commercial, with the exception of residential land located to the east (see Figures 1-2). A “health club or spa” is a Conditional Use in the C-3 Zone and the proposed use most closely resembles this use and could be considered a “spa” use. The Zoning Code does not specifically mention “massage” in the use table. There are other spas and similar uses within the City that provide massage therapy.

Section 1401.10 of the Shawnee Zoning Code (see Section C) details the Planning Commission’s task in reviewing Conditional Use Permit requests. Considerations include the character of the neighborhood, traffic congestion, public utilities and other matters pertaining to the general welfare of the public.

Staff notes that the proposal is not expected to significantly impact traffic congestion, neighborhood impact, or utility/infrastructure capabilities since the shopping center is an existing use and numerous other uses could be sited without issuance of a Conditional Use Permit that may have a greater impact on the area. Accordingly, the proposed use is not expected to negatively impact public health, safety or welfare. With regard to the character of the neighborhood, the subject property has been utilized for commercial purposes for at least 36 years and a new use within an existing lease space is not expected to change the character of the neighborhood.

RECOMMENDATION

Based on the analysis and findings above, Staff recommends **approval** of the applicant’s request for a ***Conditional Use Permit*** at 1613 N. Harrison for the establishment of a “spa” featuring massage therapy and recommends that the Planning Commission forward a favorable recommendation to the City Commission, subject to the following conditions:

1. The applicant shall obtain all necessary building permits and City approval prior to opening for business.
2. The applicant shall obtain all necessary State and County permits required to operate the proposed business.

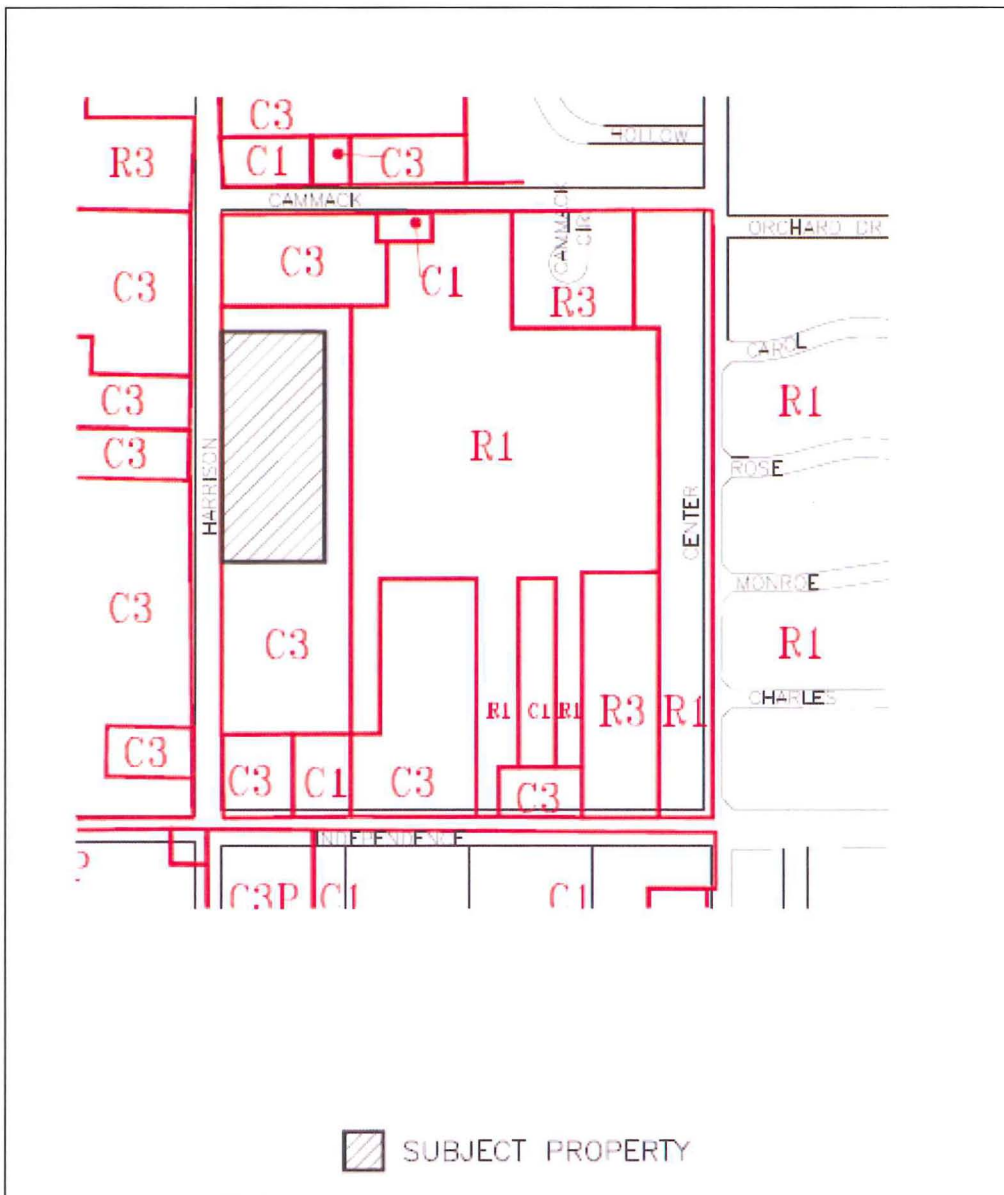


Figure 1: Location and zoning map.



Figure 2: Aerial view of site and surrounding area (site outlined in red).

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P02-12

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

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

A tract of land described as beginning at a point 690 feet North of the Southwest Corner of the Southwest Quarter (SW/4) of section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 304 feet; thence North 597 feet; thence West 304 feet; thence South 597 feet to the point of beginning.

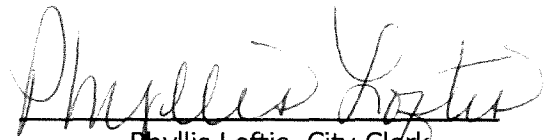
General Location Known As:	<u>1613 N. Harrison</u>
Current Zoning Classification:	<u>C-3; Automotive, Commercial & Recreation</u>
Requested Zoning Classification:	<u>C-3P; Automotive, Commercial & Recreation with a Conditional Use Permit to allow for a spa offering massage therapy.</u>
Proposed Use of Property:	<u>Spa offering massage therapy.</u>
Applicant:	<u>Carl McCollum</u>

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

JANUARY 4, 2012	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
JANUARY 17, 2012	AT 6:30 P.M.:	CITY OF SHAWNEE CITY COMMISSION

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

Witness my hand this 14TH day of December, 2011.


Phyllis Loftis, City Clerk

CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

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

PLANNING COMMISSION APPLICATION
PROJECT NO. 111438 CASE NO. P02-12

REQUEST:

Rezoning _____ Rezoning w/Conditional Use Permit _____ Conditional Use Permit X
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 C-3 District to C-3P District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 1613 N HARRISON

LEGAL DESCRIPTION: _____

PROPERTY OWNER (S): Sarah Stair Property, Inc

PROPERTY AGENT (APPLICANT): Carl W McColm

APPLICANT'S ADDRESS: P.O. Box 1334

CITY: Shawnee STATE OKla ZIP 74804

EMAIL ADDRESS: Carl.W.McColm@US.Army.mil

TELEPHONE NUMBER: (405) 288-9577 CONTACT NUMBER: ()

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

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

PROPOSED ZONING: C-3P **PROPOSED USE:** MASSAGE/SPA

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.

Carl W McColm
SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 28th day of, November 2011

Karen Orain
PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 01271268

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

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

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

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

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

EXECUTED at Shawnee, Oklahoma, this 15th day of November, 2011.

BY Teresa Southard
Teresa Southard, Licensed Abstractor #264

Order No. 1641708-SH99

Ownership List

Order No. 1641708-SH99

Date November 15, 2011

Page No. 1

OWNER

BRIEF LEGAL:

State of Oklahoma – 200 NE 21st, Oklahoma City, OK 73105

Beg. on E R/W Highway #18 660' N & 33' E of SW/C SW/4; thence N along R/W 30'; thence E 33'; thence S1°20'54"E 29.16' etc. & Beg. 660' N & 33' E SW/C SW/4; thence S 21.16'; thence N48°E 29.92'; thence W 21.16', Section 8, Township 10 North, Range 4 East

Rita D. Ham – 900 E. Wilson, Shawnee, OK 74804

Beg. 660' N & 364.64' E SW/C SW/4 Section 8, Township 10 North, Range 4 East; thence N 226.48'; thence E 120.51'; thence S 226.88'; thence W 124.86' to beg.

Robert L. Davis Investment Co. I LLP – 4923 E. 49th, Tulsa, OK 74135-7099

Beg. 385' N SW/C SW/4 Section 8, Township 10 North, Range 4 East; thence E 264'; thence N 120'; thence W 264'; thence S 120' to beg.

Darrell Chabino and James Etheri – 11308 Greenbriar Chase, Oklahoma City, OK 73170

Beg. 1384½' N SW/C SW/4 Section 8, Township 10 North, Range 4 East; thence E 460'; thence N 97.5'; thence W 460'; thence S 97.5' to beg.

George D. Williamson, M.D. – 5087 E Highway 22, Hamilton, TX 76531

Beg. 505' N & 146.93' E SW/C SW/4; thence E 117.07'; thence N 155'; thence W 117.07'; thence S 155' to beg. & Beg. 505' N SW/C SW/4; thence E 146.93'; thence N 155'; thence W 146.93'; thence S 155' to beg. Section 8, Township 10 North, Range 4 East

Harrison Business Park, LLC – c/o Southstar P.M. Inc. – 7831 SE Stark St., Suite 103, Portland, OR 97215

Beg. 690' N SW/C SW/4 Section 8, Township 10 North, Range 4 East; thence E 304'; thence N 597'; thence W 304'; thence S 597' to beg.

Canady Properties, LLC – 5 Dogwood Court, Foxfire Village, NC 27281

Beg. 275' N SW/C SW/4 Section 8, Township 10 North, Range 4 East; thence E 264'; thence N 110'; thence W 265'; thence S 110' to beg.

Ralph D. Rush and Rosa L. Rush – 9 Juel Dr., Shawnee, OK 74804

W/2 of a Tract beg. 1482' N & 33' E SW/C SW/4 Section 8, Township 10 North, Range 4 East; thence E 213.5'; thence N 102'; thence W 213.5'; thence S 102' to beg....LESS Highway R/W

Robert A. Trojanowski and Sharon E. Trojanowski – 3 Lancet Court, Shawnee, OK 74804

E/2 of Tract beg. 1482' N & 33' E SW/C SW/4 Section 8, Township 10 North, Range 4 East; thence E 427'; thence N 102'; thence W 427'; thence S 102' to beg.

Bobbie L. Parker – 925 E. Wilson, Shawnee, OK 74804

Beg. 507' E & 544.65' N SW/C SW/4 Section 8, Township 10 North, Range 4 East; thence N 115.35'; thence E 153'; thence S 111.61'; thence W 152.93' to beg.

Ownership List

Order No. 1641708-SH99

Date November 15, 2011

Page No. 2

OWNER

BRIEF LEGAL:

First State Bank & Trust Co. – Attn: Wendi Vansickle – P.O. Box 130, Durant, OK 74702-0130
Beg. 264' E SW/C SW/4 Section 8, Township 10 North, Range 4 East; thence N 660';
thence E 243'; thence S 660'; thence W 243' to beg.

Leonard Dunn, Jr. and Sharon J. Dunn – 1801 N. Harrison, Shawnee, OK 74804
Beg. 1287' N SW/C SW/4 Section 8, Township 10 North, Range 4 East; thence E 460';
thence N 97.5'; thence W 460'; thence S 97.5' to beg.

Pauline Genzer – 920 E. Wilson, Shawnee, OK 74804
Beg. 660' N & 471.5' E SW/C SW/4 Section 8, Township 10 North, Range 4 East; thence N
262.04'; thence E 166.5'; thence S 262.04'; thence W 166.5' to beg.

Freewill Baptist Church – 1101 E. Cammack, Shawnee, OK 74804
Beg. 1287' N & 460' E SW/C Section 8, Township 10 North, Range 4 East; thence E 225';
thence N 297'; thence W 225'; thence S 297' to beg.

David H. Mills and Clara V. Mills, Trustee of the Mills Family Revocable Trust – P.O. Box 1514,
Shawnee, OK 74802-1514
Beg. 660' N & 638' E SW/C SW/4; thence N 640'; thence E 522'; thence S 640'; thence W
522' to beg. & Beg. 660' N SW/C; thence E 471.5'; thence N 262.4'; thence E 166.5'; thence N
377.6'; thence W 333'; thence S 597.5'; thence W 305'; thence S 30' to beg. Section 8, Township
10 North, Range 4 East...LESS TRACT

Mark H. Cannon & Mary Jane Cannon Revocable Living Trust – 5 Creek Dr., Shawnee, OK 74801
Beg. 516' E SW/C SW/4 Section 8, Township 10 North, Range 4 East; thence N 292.16';
thence NW 45.88'; thence N 212.80'; thence E 153.08'; thence S 548.39'; thence W 144' to beg.

Sun Masters, LLC – 1704 N. Harrison, Shawnee, OK 74804
Beg. 1267.47' N SE/C SE/4 Section 7, Township 10 North, Range 4 East; thence W 496.5';
thence N 90.53'; thence E 235'; thence N 4.47'; thence E 261.5'; thence S 95' to beg.

Sherwin-Williams Development Corporation – 101 Prospect, Cleveland OH 44115
Beg. 1165' N SE/C SE/4 Section 7, Township 10 North, Range 4 East; thence N 102.5';
thence W 261.5'; thence S 102.5'; thence E 261.5' to beg.

Acme Glass Company – 1602 N. Harrison, Shawnee, OK 74804
Beg. 820' N SE/C SE/4; thence N 102.5'; thence W 205'; thence S 102.5'; thence E 205' to
beg...LESS TRACT & Beg. 922.5' N SE/C SE/4; thence N 102.5'; thence W 487.5'; thence S 205';
thence E 282.5'; thence N 102.5'; thence E 205' to beg. Section 7, Township 10 North, Range 4
East

Ownership List

Order No. 1641708-SH99

Date November 15, 2011

Page No. 3

OWNER

BRIEF LEGAL:

Berk-Cohen Associates at Cimarron, LLC – c/o Manhattan Management Co., LLC – 2657 E. 14th Street, Brooklyn, NY 11235

Beg. 1617.40' N SE/C SE/4 Section 7, Township 10 North, Range 4 East; thence W 655.00'; thence N 464.00'; thence E 375'; thence S 226.8'; thence E 280'; thence S 237.6' to beg.

Still Ville Properties Corporation – 601 S. Washington, Stillwater, OK 74074

Beg. 500' N SE/C SE/4 Section 7, Township 10 North, Range 4 East; thence S 100'; thence W 228'; thence N 100'; thence E 228' to beg.

Kenneth W. Stuteville and Melissa A. Stuteville – 44406 Moccasin Trail, Meeker, OK 74855

Beg. 300' N SE/C SE/4 Section 7, Township 10 North, Range 4 East; thence W 228'; thence N 100'; thence E 228'; thence S 100' to beg.

Steven Williams – 115 S. Oklahoma Avenue, Shawnee, OK 74801

Beg. 1025' N SE/C SE/4 Section 7, Township 10 North, Range 4 East; thence W 496.5'; thence N 333'; thence E 235'; thence S 193'; thence E 261.5'; thence S 140' to beg...LESS .49 Acs.

Floyd Bergen - C/O Savage, Savage & Brown, Inc. – P.O. Box 22845, Oklahoma City, OK 73123-1845

Beg. 1472.40' N SE/C SE/4 Section 7, Township 10 North, Range 4 East; thence W 325'; thence N 145'; thence E 325'; thence S 145' to beg.

Scullin Real Estate III, LLC – 4651 Via Firenze, Bonita Springs, FL 34134

Beg. 1362.5' N SE/C SE/4; thence N 109.9'; thence W 325'; thence S 110'; thence E 9'; thence N .10'; thence E 316' to beg. & Beg. 1472.40' N & 325' W SE/C; thence W 95'; thence S 110'; thence E 95'; thence N 110' to beg. Section 7, Township 10 North, Range 4 East

Wall Family, LLC – P.O. Box 1247, Shawnee, OK 74802-1247

Lot 1, Block 1, WALL FAMILY LLC ADDITION to Shawnee

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 690 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 304 FEET; THENCE NORTH 597 FEET; THENCE WEST 304 FEET; THENCE SOUTH 597 FEET TO THE POINT OF BEGINNING; ACCORDING TO THE RECORDED PLAT THEREOF, REZONING SAID PROPERTY FROM C-3; AUTOMOTIVE, COMMERCIAL & RECREATION DISTRICT TO C-3P; AUTOMOTIVE, COMMERCIAL & RECREATION DISTRICT WITH CONDITIONAL USE PERMIT; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing was conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 17th day of January, 2012, upon an application to grant a permissive use permit on property located in the City of Shawnee, Oklahoma to C-3P-Automotive, Commercial and Recreation District with Conditional Use Permit; and,

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

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

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

Section 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A tract of land described as beginning at a point 690 feet North of the Southwest Corner of the Southwest Quarter (SW/4) of section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 304 feet; thence North 597 feet; thence West 304 feet; thence South 597 feet to the point of beginning; according to the recorded plat thereof be and the same is hereby granted a Conditional Use Permit to C-3P; Automotive, Commercial and Recreation District with Conditional Use Permit and the official zoning map heretofore adopted is hereby amended as to include said property C-3P; Automotive, Commercial and Recreation District with Conditional Use Permit.

PASSED AND APPROVED this 17th day of January, 2012

LINDA PETERSON, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

Regular Board of Commissioners

9.

Meeting Date: 01/17/2012

Rezone 4410 and 4440 N Kickapoo

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

A public hearing and consideration of an ordinance rezoning property located at 4410 and 4440 N. Kickapoo from R-1; Single Family Residential and C-1; Neighborhood Commercial to C-3; Automotive, Commercial and Recreation.

Case #P03-12 Applicant: Peter Porter

Attachments

Rezoning 4410 and 4440 N Kickapoo

Ordinance Rezoning 4410 and 4440 N Kickapoo

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Peter Porter
FOR: Rezone
LOCATION: 4410 & 4440 N. Kickapoo
PROJECT#: 111485 Case# P03-12

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

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

PLANNING COMMISSION MEETING DATE: January 4, 2012

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

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

RESPECTFULLY SUBMITTED,

Karen Drain

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



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

STAFF REPORT
CASE #P03-12

TO: Shawnee Planning Commission

AGENDA: January 4, 2012

RE: CASE #P03-12; Consideration of Rezone Request (C-1, R-1 to C-3)

PROPOSAL

Rezone two parcels of property to C-3 to facilitate commercial/retail construction. One lot is presently zoned C-1, while the other is zoned R-1. The property is located at the southwest intersection of 45th Street and Kickapoo. The proposed use is a retail center featuring a beauty salon/day spa and two other lease spaces.

GENERAL INFORMATION

Applicant/Agent	Peter Porter
Owner	Nguyen
Site Location/Address	4410 - 4440 N. Kickapoo Lot 8 and Lot 9 College View Addition
Current Site Zoning	R-1, C-1
Parcel Size	~0.72 aces per lot (~1.44 acres total)
Proposed Zoning	C-3 (Commercial)
Proposed Use	Commercial ("retail" as per application)
Comprehensive Plan Designation	Commercial/Residential
Existing Land Use	Vacant (Lot 9) Residential (Lot 8 – house to be demolished)

Surrounding Land Use	The surrounding land to the north, south and east is developed with a variety of commercial enterprises. A residential subdivision border the property to the west.
Surrounding Zoning	<u>North:</u> C-3 <u>South:</u> C-1 <u>West:</u> R-1 <u>East:</u> C-1, C-3

STAFF ANALYSIS AND FINDINGS

The subject property consists of Lot 8 and Lot 9 of the College View plat (see Figure 1). Lot 8 has a site address of 4410 N. Kickapoo, while Lot 9 has an address of 4440 N. Kickapoo. The northern lot (Lot 9) had a residential structure on it that was previously demolished and the site is now vacant. Lot 8 to the south has a residential structure on it that is proposed for demolition. The applicants own both lots and desire to have consistent zoning. The current conceptual site plan indicates a proposed retail building located on Lot 9. It is Staff's understanding that Lot 8 will be developed in the future as an additional phase. The proposed use is for a building with three lease spaces, one of which will be used by the applicants for a beauty salon/day spa.

In 2008, Lot 9 was rezoned from R-1 to C-1, although the applicant had requested a zoning classification of C-3 (Case #P20-08). The requested C-3 designation was not recommended for approval (by City Staff) at that time because there was concern about the proximity of the site to the residential development to the west. Per the submitted site plan, the plans call for a single-story building, oriented to the west of the lot, with parking and drives adjacent to Kickapoo and 45th Street. There is C-3 zoning to the east and north of the site (Figure 2).

The Shawnee Comprehensive Plan indicates that commercial uses are acceptable future land uses on the site (see Figure 3). The future land use is deemed "Commercial/Residential" per the Plan. The Comprehensive Plan notes that commercial activity may include retail, service and office functions. Large-scale and "big-box" uses are preferred to be located outside of this area. Staff notes that the size of the lots do not allow for large-scale development and the size of the two lots are the biggest limiting factors. It is Staff's assertion that the types of uses that would be most disruptive to the adjacent residences are de-facto eliminated due to the size of the property. At 1.44 acres combined, the maximum building coverage of the site would be 18,800 square feet (30%). The C-1 Zone would actually allow for a larger building that may have greater impact to the neighborhood, as the allowed coverage ratio is 40 percent.

RECOMMENDATION

Based on the analysis and findings above, Staff recommends **approval** of the applicant's request to rezone the subject property (Lot 8 and Lot 9) to C-3 and recommends that the Planning Commission forward a favorable recommendation to the City Commission.



Figure 1: Aerial view of site and surrounding area (site outlined in red).

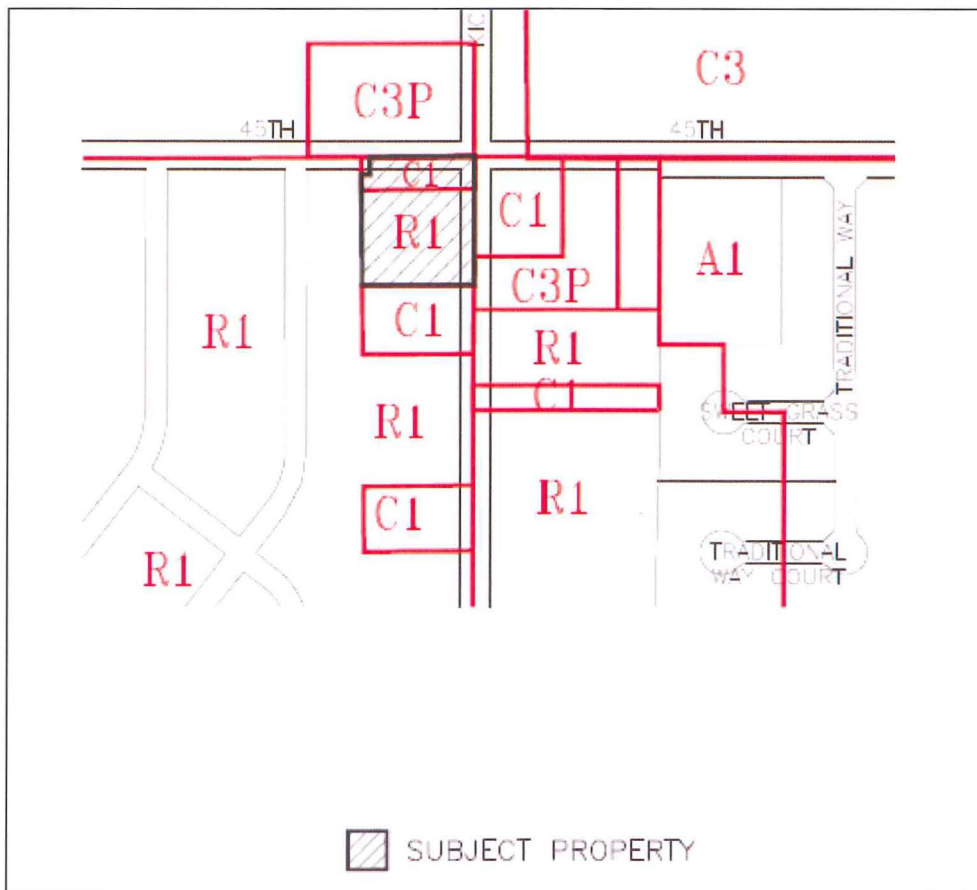
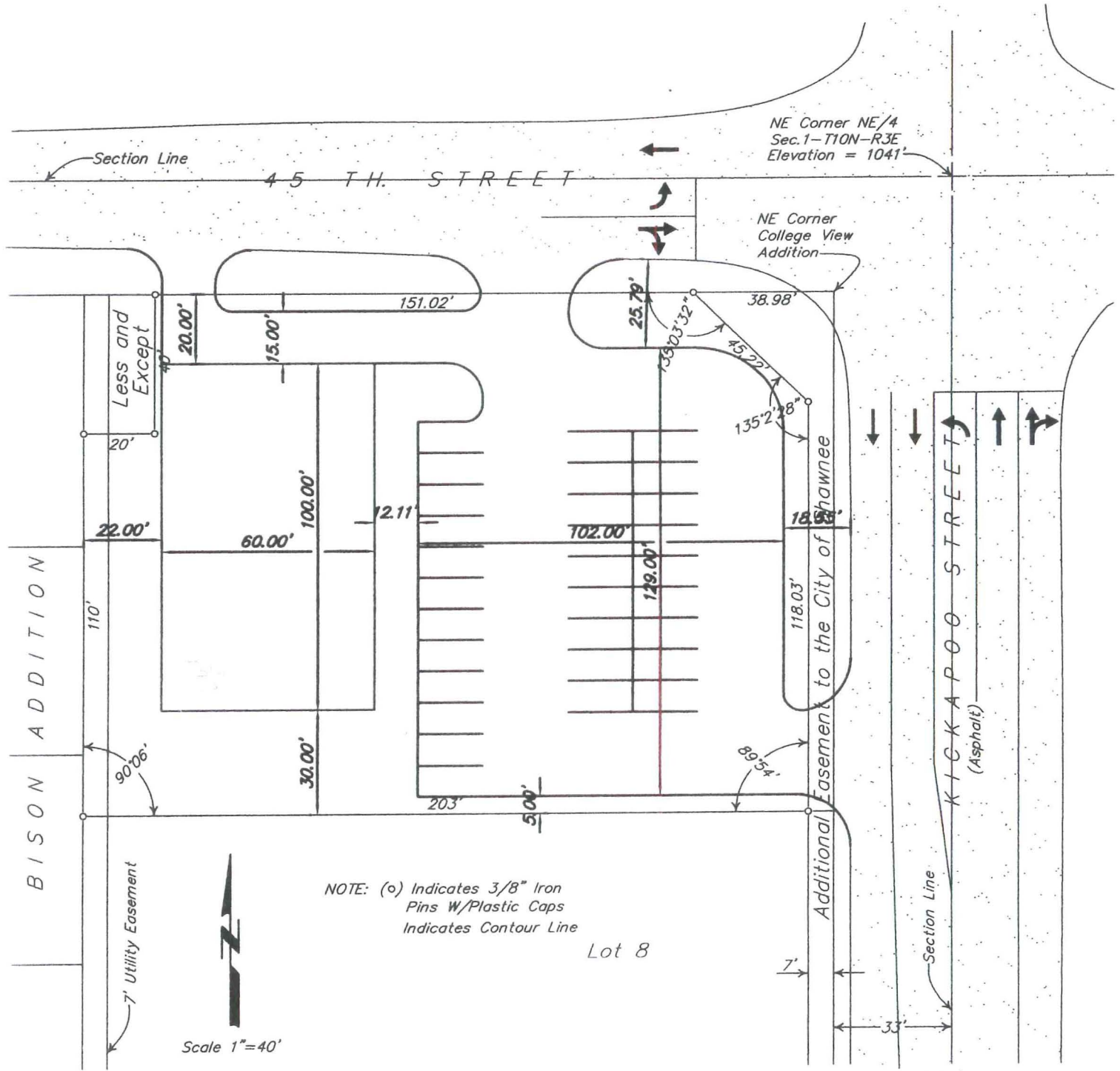


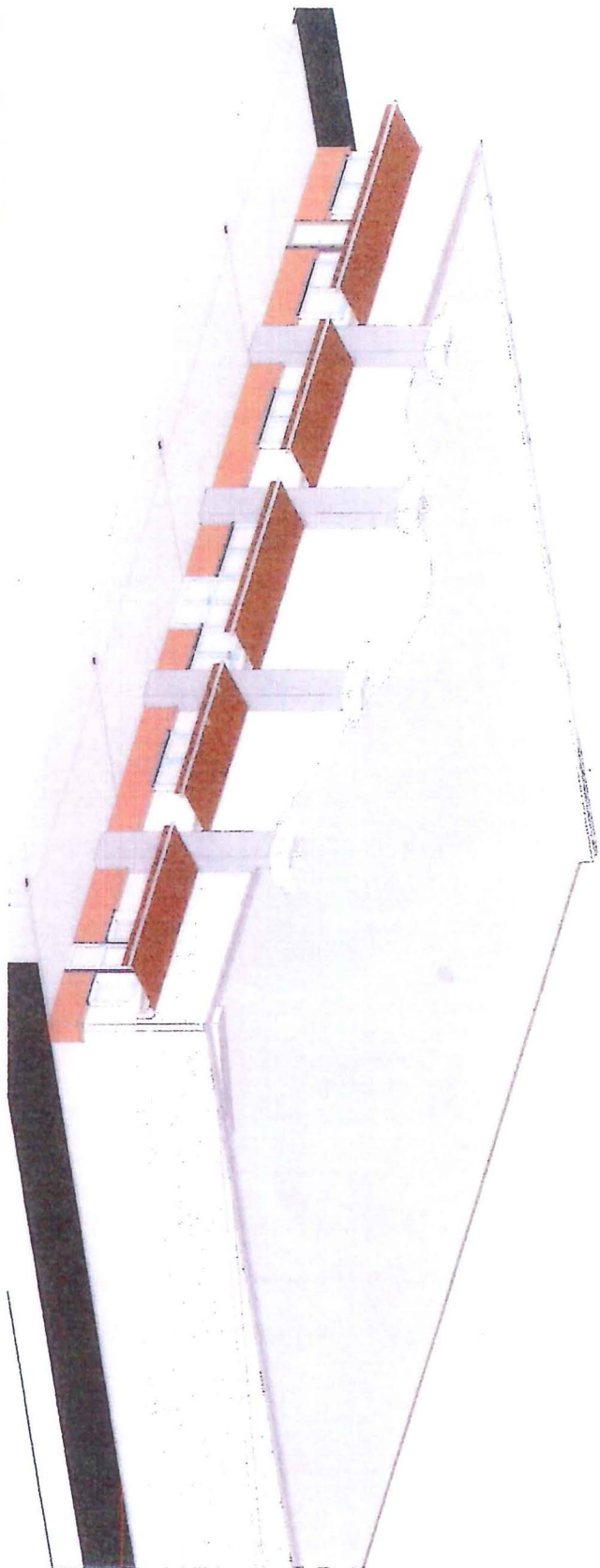
Figure 2: Location and zoning map.



Figure 3: Comprehensive Plan designation of the site (Commercial).



3 NGUYEN RENDERING #1
NOT TO SCALE



received
12/28/11

NYUGEN RETAIL
CENTER
WEST 45TH AND KICKAPOO
SHAWNEE, OKLAHOMA

CONSULTANTS:



MBK
Architects * Planners

828 S Air Depot
Midwest City, Ok. 73110

PH. 478-2180
Fax 475-5514

REAL Copyright 2008 MBK, Architects/Planners P.C.

DATE	DESCRIPTION	BY	DATE
12/28/11	RECEIVED	MBK	12/28/11

A2.02

RENDERINGS

Received
12/28/11

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P03-12

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

The property requesting rezoning is described as follows:

Lots eight (8) and Nine (9), Block Two (2), COLLEGE VIEW ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, LESS AND EXCEPT the North Forty (40) feet of the West Twenty feet of Lot Nine (9).

General Location Known As:	<u>4410 & 4440 N. Kickapoo</u>
Current Zoning Classification:	<u>R-1; Single Family Residential</u> <u>& C-1; Neighborhood Commercial</u>
Requested Zoning Classification:	<u>C-3; Automotive, Commercial & Recreation</u>
Proposed Use of Property:	<u>Retail</u>
Applicant:	<u>Peter Porter</u>

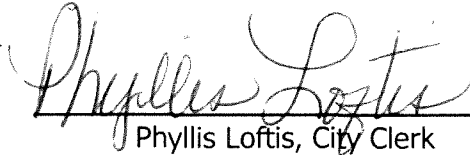
The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

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

JANUARY 4, 2012	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
JANUARY 17, 2012	AT 6:30 P.M.:	CITY OF SHAWNEE CITY COMMISSION

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

Witness my hand this 14TH day of December, 2011.



Phyllis Loftis, City Clerk

CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

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

PLANNING COMMISSION APPLICATION
PROJECT NO. 111485 CASE NO. P03-11

REQUEST:

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

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from R-1 & C-1 District to C-3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 4410 - 4440 N. Kickapoo

LEGAL DESCRIPTION: _____

PROPERTY OWNER (S): NGUYEN, CYNTHIA & TONY & TUAN / NGUYEN, DAO & CYNTHIA

PROPERTY AGENT (APPLICANT): Peter M. Porter

APPLICANT'S ADDRESS: 4409 N. Bryan Rd - Shawnee, OK 74804

CITY: _____ STATE: _____ ZIP: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: (405) 820-2980 CONTACT NUMBER: ()

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

CURRENT ZONING: R-1 and C-1 **CURRENT USE:** Vacant lot & Home

PROPOSED ZONING: C-3 **PROPOSED USE:** Retail

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.

Peter M. Porter

SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 5th day of, Dec 20 11

Karen Drain

PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 01273897

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

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

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

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

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

STATE OF OKLAHOMA)
)
COUNTY OF POTTAWATOMIE)

-: AFFIDAVIT OF BONDED ABTRACTOR :-

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

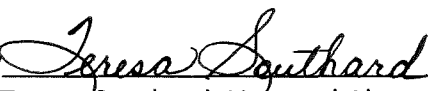
Lots Eight (8) and Nine (9), Block Two (2), COLLEGE VIEW ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, LESS AND EXCEPT the North Forty (40) feet of the West Twenty (20) feet of Lot Nine (9).

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

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

EXECUTED at Shawnee, Oklahoma, this 15th day of November, 2011.

FIRST AMERICAN TITLE AND TRUST COMPANY

BY 
Teresa Southard, Licensed Abtractor #264

Order No. 1641990-SH99

Ownership List

Order No. 1641990

Date November 15, 2011

Page No. 1

OWNER

BRIEF LEGAL:

Randy D. Edmondson – P.O. Box 3003, Shawnee, OK 74802-3003

Lot 5, Block 2, COLLEGE VIEW ADDITION to Shawnee

Jack L. Romine, Sr. and Tamara R. Romine – 4030 N. Kickapoo, Shawnee, OK 74804

Lot 6, Block 2, COLLEGE VIEW ADDITION to Shawnee

D & G Properties, LLC – 4400 N. Kickapoo, Shawnee, OK 74804

Lot 7, Block 2, COLLEGE VIEW ADDITION to Shawnee

Cynthia Nguyen, Tony Nguyen, Tuan Nguyen and Non Pham – 4404 Kent Rhoad, Shawnee, Ok 74804

Lot 8, Block 2, COLLEGE VIEW ADDITION to Shawnee

Dao D. Nguyen, Cynthia N. Nguyen and Non Thi Pham – 4404 Kent Rhoad, Shawnee, OK 74804

Lot 9, Block 2, COLLEGE VIEW ADDITION to Shawnee...LESS N 40' of W 20'

City of Shawnee – P.O. Box 1448, Shawnee, OK 74802-1448

N 40' of W 20' Lot 9, Block 2, COLLEGE VIEW ADDITION to Shawnee

Cherie J. Buie Trust – 4411 N. Aydelotte, Shawnee, OK 74804

Lot 1, Block 1, BISON ADDITION to Shawnee

Marion O. Pinson Trust – 4409 N. Aydelotte, Shawnee, OK 74804

Lot 2 & N 10' Lot 3, Block 1, BISON ADDITION to Shawnee

Lara N. Bailey – 4407 N. Aydelotte, Shawnee, OK 74804

S 60' Lot 3, Block 1, BISON ADDITION to Shawnee

Saundra K. Reed – 4405 N. Aydelotte, Shawnee, OK 74804

Lot 4, Block 1, BISON ADDITION to Shawnee

Bobby A. Brown – 4403 N. Aydelotte, Shawnee, OK 74804

Lot 5, Block 1, BISON ADDITION to Shawnee

Jason Hickox – 4401 N. Aydelotte, Shawnee, OK 74804

Lot 6, Block 1, BISON ADDITION to Shawnee

Bill J. Fleming – 4311 N. Aydelotte, Shawnee, OK 74804

Lot 7, Block 1, BISON ADDITION to Shawnee

Anna L. Bolerjack – P.O. Box 3922, Shawnee, OK 74802-3922

Lot 8, Block 1, BISON ADDITION to Shawnee

Roger B. McMahan and Cormal K. McMahan – 4307 N. Aydelotte, Shawnee, OK 74804

Lot 9, Block 1, BISON ADDITION to Shawnee

William R. Bliss, Rose B. Bliss and Barbara Bliss-Walck – 4305 N. Aydelotte, Shawnee, OK 74804

Lot 10, Block 1, BISON ADDITION to Shawnee

Ownership List

Order No. 1641990-SH99

Date November 15, 2011

Page No. 2

OWNER

BRIEF LEGAL:

Sharon Harjo – 4412 N. Aydelotte, Shawnee, OK 74804

Lot 1, Block 3, BISON ADDITION to Shawnee

Walter G. King and Carlene King – 4411 N. Chapman, Shawnee, OK 74804

Lot 2, Block 3, BISON ADDITION to Shawnee

The Bish Family Trust – 400 N. Hill St., Hobart, OK 73651

Lot 3, Block 3, BISON ADDITION to Shawnee

Housing Authority of the Absentee – P.O. Box 425, Shawnee, OK 74802-0425

Lot 4, Block 3, BISON ADDITION to Shawnee

Bobby L. Kinnamon, Judy Kinnamon and Joel L. Kinnamon – 4405 N. Chapman, Shawnee, OK 74804

Lot 5, Block 3, BISON ADDITION to Shawnee

Robert E. Jones and Angela D. Jones – 4403 N. Chapman, Shawnee, OK 74804

Lot 6, Block 3, BISON ADDITION to Shawnee

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

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

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

Lot 14, Block 3, BISON ADDITION to Shawnee

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

Lot 15, Block 3, BISON ADDITION to Shawnee

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

Lot 16, Block 3, BISON ADDITION to Shawnee

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

Lot 17, Block 3, BISON ADDITION to Shawnee

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

Lot 18, Block 3, BISON ADDITION to Shawnee

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

Lot 19, Block 3, BISON ADDITION to Shawnee

Barbara J. Fields – 4410 N. Aydelotte, Shawnee, OK 74804

Lot 20, Block 3, BISON ADDITION to Shawnee

Commissioners of the Land Office – P.O. Box 26910, Oklahoma City, OK 73126

S/2 Section 36, Township 11 North, Range 3 East

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

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

Ownership List

Order No. 1641990-SH99

Date November 15, 2011

Page No. 3

OWNER

BRIEF LEGAL:

First State Bank & Trust Co. – Attn: Wendi Vansickle – P.O. Box 130, Durant, OK 74702-0130
Beg. NW/C NW/4 Section 6, Township 10 North, Range 4 East; thence E 420'; thence S 333'; thence W 420'; thence N 333' to beg...LESS beg. 200' S NW/C; thence S 133'; thence E 420'; thence N 333'; thence W 200.54'; thence S 200'; thence W 219.46' to beg.

Elbert J. Benton and Bette D. Benton – 719 W. Dewey, Shawnee, OK 74801
Beg. 333' S NW/C Lot 4, Section 6, Township 10 North, Range 4 East; thence S 134'; thence E 420'; thence N 134'; thence W 420' to beg.

Thomas Lowder and Chi Chi Lowder – P.O. Box 307, Shawnee, OK 74802-0307
Beg. 467' S NW/C Lot 4, Section 6, Township 10 North, Range 4 East; thence S 70'; thence E 420'; thence N 70'; thence W 420' to beg.

Charles E. Sales – 4331 N. Kickapoo, Shawnee, OK 74804
Beg. 612' S of NW/C Lot 4, Section 6, Township 10 North, Range 4 East; thence E 420'; thence N 75'; thence W 420'; thence S 75' to beg.

Intervest Development Limited – 132 W. Main, Purcell, OK 73080
Beg. SW/C SW/4 Section 31, Township 11 North, Range 4 East; thence N 285'; thence E 290'; thence S 285.07'; thence W 290' to beg.

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS EIGHT (8) AND NINE (9), BLOCK TWO (2), COLLEGE VIEW ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, LESS AND EXCEPT THE NORTH FORTY (40) FEET OF THE WEST TWENTY FEET OF LOT NINE (9), REZONING SAID PROPERTY FROM R-1; SINGLE FAMILY RESIDENTIAL AND C-1; NEIGHBORHOOD COMMERCIAL TO C-3; AUTOMOTIVE, COMMERCIAL AND RECREATION DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing was conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 17th day of January, 2012 upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification R-1; Single Family Residential and C-1; Neighborhood Commercial to C-3; Automotive, Commercial and Recreation District.

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

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

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

That the following described property located in the City of Shawnee, Oklahoma, to-wit:

Lots eight (8) and Nine (9), Block Two (2), COLLEGE VIEW ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, LESS AND EXCEPT the North Forty (40) feet of the West Twenty feet of Lot Nine (9); is hereby rezoned from R-1; Single Family Residential and C-1; Neighborhood Commercial A to C-3; Automotive, Commercial and Recreation District.

PASSED AND APPROVED this 17th day of January, 2012.

LINDA PETERSON, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

Regular Board of Commissioners

10.

Meeting Date: 01/17/2012

Ordinance - non accessory signs

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

A public hearing and consideration of an ordinance modifying Section 3-216 of the Shawnee Municipal Code to prohibit non-accessory type signs.

Attachments

Public hearing non accessory signs

Ordinance non accessory signs

RECOMMENDATION TO:

MAYOR

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

FOR: Recommendation concerning billboards & non-accessory signs.

PLANNING COMMISSION MEETING DATE:

January 4, 2012

PLANNING COMMISSION RECOMMENDATION:

Repeal Section 3-216 of the Shawnee Municipal Code

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 6

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

RESPECTFULLY SUBMITTED,

Karen Drain

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

**CITY OF SHAWNEE
PUBLIC HEARING NOTICE**

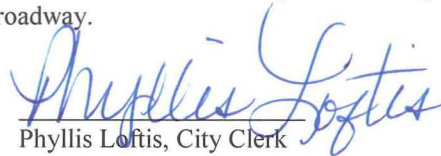
NOTICE IS HEREBY GIVEN that the City of Shawnee of Shawnee, Oklahoma, will conduct Public Hearings to consider the proposed lifting of a billboard moratorium, which was enacted by the City Commission on August 20, 2001. The current moratorium prevents the Planning Department from issuing permits for new billboards in Shawnee. Draft code language will be discussed and testimony received. Section 3-216 (billboards and similar non-accessory type signs) of the Shawnee Municipal Code may be revised.

The PUBLIC HEARINGS will be held in the City Commission Chambers in City Hall located at 16 W. 9th St. Shawnee, OK as follows:

January 4, 2012 AT 1:30 P.M.: City of Shawnee Planning Commission
January 17, 2012 AT 6:30 P.M.: City of Shawnee City Commission

At this time, any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to proposed ordinance changes. The Commission reserves the right to limit discussion and debate on the proposed ordinance during the public hearing, in which event those persons appearing in support or opposition of the proposal will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. If there are any questions about the proposal, or you need additional information prior to the meeting, you may contact the Planning Department at 878-1665. A copy of the proposed code changes will be available for inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

Witness my hand this 16th day of December, 2011.


Phyllis Loftis, City Clerk



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

STAFF REPORT
NON-ACCESSORY SIGNS AND BILLBOARDS

TO: Shawnee Planning Commission
AGENDA: January 4, 2012
RE: Billboard Moratorium

SUMMARY

The City Commission approved a moratorium on billboards and non-accessory signs on August 20, 2001 and reaffirmed it on October 21, 2002. See Staff Memorandums to the City Commission and Planning Commission on November 7, 2011 and December 7, 2011 for additional background information. Copies of codes from other jurisdictions have been provided for review.

OPTIONS TO CONSIDER

The Planning Commission may forward one of the following recommendations to the City Commission:

1. Recommendation to maintain ban on billboards – effectively eliminate Section 3-216 from the Shawnee Municipal Code. Existing signs may remain and would be governed under the non-conforming standards of the code.
2. Recommendation to eliminate the moratorium with no code revisions – effectively reinstate Section 3-216 and allow applicants to submit applications and City Staff to issue permits.
3. Recommendation to eliminate the moratorium with code revisions – reinstate Section 3-216, but modify standards and specifications.

Whichever recommendation the Planning Commission selects, Staff will prepare the necessary ordinances and transmit it with the recommendation to the City Commission.

If the Planning Commission elects to go with Option #3 above, it can modify existing standards in any number of ways. Below, are the existing regulations with dimensional requirements highlighted, should the Commission wish to alter.

Sec. 3-216. - Billboards and Similar Nonaccessory Type Signs

(a) *Applicability.* This section shall not be applied to billboards when constructed on premises as accessory signs according to the accessory sign regulations of this chapter. In such cases, locations, size, number and all other relevant development standards for accessory signs shall be applied.

(b) *Permitted uses.* Nonaccessory signs shall be permitted as uses permitted in the C-5, CP, C-3, I-1, I-2, I-3 and A-1 zoning districts.

(c) *Sign size.* The size of the sign shall be as follows:

(1) The display surface area shall not exceed 672 square feet per sign face, except for a 20-percent allowance for extensions and cutouts.

(2) The maximum width of a sign shall be 60 feet.

(d) *Height.* Height of the sign shall be in conformance with the following:

(1) The maximum height of the highest point of the structure shall be 20 feet above the road grade, except in the highway district where the maximum height shall be 40 feet.

(2) The minimum clearance between ground level and the lowest point of display surface, exclusive of supports, shall be not less than six feet.

(e) *Location; setback.* The location and setback shall be as follows:

(1) The location shall comply with all established building lines and required setbacks as outlined in this chapter and all other sections of this Code and city ordinances.

(2) Where there is no building setback line established by ordinance or subdivision plat or PUD, such signs shall be set back from the front lot line not less than 25 feet.

(3) Where a railroad right-of-way crosses a public right-of-way, required setbacks or established building lines on adjacent properties are extended through or across the railroad right-of-way.

(4) No accessory sign shall be constructed, erected or placed in any way on the roof or walls of a building. A sign may be constructed over but not on a roof, provided there is a minimum distance between the roof and the lowest point of the sign surface of ten feet.

(f) *Spacing.* Spacing shall be as follows:

(1) In areas zoned C-5, CP, C-3, I-1, I-2 and I-3, no nonaccessory sign with a display area of 200 square feet or less shall be constructed, erected, placed or replaced closer than 500 feet, unless such sign reaches a maximum height of 20 feet or less, in which case it may be located no

closer than **250 feet** to another nonaccessory sign facing in the same direction and on the same side of the street or highway from which the sign is intended to be read.

(2) In areas zoned C-5, CP, C-3, I-1, I-2 and I-3, no nonaccessory sign with a display area of more than **200 square feet** shall be constructed, erected, placed or replaced closer than **750 feet** to another nonaccessory sign facing in the same direction and on the same side of the street or highway from which the sign is intended to be read.

(g) *Spacing from residentially zoned property.* No nonaccessory sign shall be constructed, erected, placed or replaced closer than **75 feet** to the nearest residentially zoned property.

(h) *Lighting.* Nonaccessory signs may be illuminated in compliance with the BOCA Electrical Code and any other applicable ordinances, provided that no flashing or intermittent lighting of such signs shall be permitted.

REVIEW OF OTHER JURISDICTIONS

Staff reviewed neighboring communities to compare their regulations concerning non-accessory signs and billboards. If a moratorium was not in place, Shawnee would fall under the “can be constructed” category. The following table summarizes the results of the investigation:

City	Can be Constructed (permitted widely)	Difficult to Construct (narrowly permitted)	Prohibited
Del City	X		
Edmond			X
Midwest City		X	
Moore		X	
Norman		X	

REVIEW OF COMPREHENSIVE PLAN

The following statements are found in the Shawnee Comprehensive Plan (2005):

Key Transportation Issues *Enhance Roadway Efficiency*

“Statements from residents identified signage as an issue that is unclear or not present for destinations throughout the City. “Visual Clutter” and billboard regulations also are concerns as unattractive and numerous signs plague the arterials” (Page 6-2).

Enhance Appearance
Goal #2: Possible Actions

“Alter requirements of the sign ordinance to eliminate development of billboards to the extent possible and reduce the use/development of pole signs through shared signage” (Page 7-7).

Advertising/Commercial Signs

“Commercial signs take many forms. Billboards are often located along major roadways. ... Image can be impacted by the number, size, location, quality, lighting and materials used for signage” (Page 7-17).

Based on the above statements, it is unclear if the Comprehensive Plan is calling for either an outright ban or stronger regulations governing billboards. It is clear that the Plan is calling for visual enhancements to the City, including along major thoroughfares. It is Staff's opinion that at a minimum, non-accessory signs, if allowed, should be restricted because such an approach is consistent with directives of the Comprehensive Plan.

STAFF RECOMMENDATION

Based on the Shawnee Comprehensive Plan, Staff recommends that the Planning Commission direct Staff to prepare an ordinance to:

1. Repeal Section 3-216; or
2. Reinstate Section 3-216 with changes identified and discussed at the January 4 Meeting. Staff recommended changes include:
 - a. Permitting signs in only the C-3, C-5, CP, I-2 and I-3 zones;
 - b. Reducing the allowed surface area to 400 square feet or less;
 - c. Clarify that flashing, LED, and internally lit signs are not allowed; and
 - d. Other changes identified during the January 4 hearing.

The Planning Commission may elect to continue the matter to the February 1, 2012 meeting if additional time is needed for review, discussion and deliberation.

Enclosures

- b. For a roof sign, the maximum height shall not exceed the allowed total height of the particular zoning district.
- c. For all others, the height shall not exceed six feet above the structure to which it is attached.

(f) *Illumination.* Illumination of signs shall be in conformance with the following:

- (1) Direct or indirect lighting is permitted.
- (2) Flashing signs shall be permitted subject to all regulations of this chapter.

(g) *Sight triangle.* All permitted freestanding signs shall observe a sight triangle of 30 feet from all street curblines and driveways.

(h) *Permit requirements.* In these zoning districts, nonilluminated signs and/or signs not affected by building code structural requirements may be installed by other than a licensed sign contractor, provided a permit is issued after application and review for conformance to all applicable regulations.

(Code 1986, § 3-86)

Secs. 3-191—3-215. Reserved.

DIVISION 4. NONACCESSORY SIGNS

Sec. 3-216. Billboards and similar nonaccessory type signs.

(a) *Applicability.* This section shall not be applied to billboards when constructed on premises as accessory signs according to the accessory sign regulations of this chapter. In such cases, locations, size, number and all other relevant development standards for accessory signs shall be applied.

(b) *Permitted uses.* Nonaccessory signs shall be permitted as uses permitted in the C-5, CP, C-3, I-1, I-2, I-3 and A-1 zoning districts.

(c) *Sign size.* The size of the sign shall be as follows:

- (1) The display surface area shall not exceed 672 square feet per sign face, except for a 20-percent allowance for extensions and cutouts.

- (2) The maximum width of a sign shall be 60 feet.

(d) *Height.* Height of the sign shall be in conformance with the following:

- (1) The maximum height of the highest point of the structure shall be 20 feet above the road grade, except in the highway district where the maximum height shall be 40 feet.
- (2) The minimum clearance between ground level and the lowest point of display surface, exclusive of supports, shall be not less than six feet.

(e) *Location; setback.* The location and setback shall be as follows:

- (1) The location shall comply with all established building lines and required setbacks as outlined in this chapter and all other sections of this Code and city ordinances.
- (2) Where there is no building setback line established by ordinance or subdivision plat or PUD, such signs shall be set back from the front lot line not less than 25 feet.
- (3) Where a railroad right-of-way crosses a public right-of-way, required setbacks or established building lines on adjacent properties are extended through or across the railroad right-of-way.
- (4) No accessory sign shall be constructed, erected or placed in any way on the roof or walls of a building. A sign may be constructed over but not on a roof, provided there is a minimum distance between the roof and the lowest point of the sign surface of ten feet.

(f) *Spacing.* Spacing shall be as follows:

- (1) In areas zoned C-5, CP, C-3, I-1, I-2 and I-3, no nonaccessory sign with a display area of 200 square feet or less shall be constructed, erected, placed or replaced closer than 500 feet, unless such sign reaches a maximum height of 20 feet or less, in which case it may be located no closer than 250 feet to another nonaccessory sign.

sory sign facing in the same direction and on the same side of the street or highway from which the sign is intended to be read.

- (2) In areas zoned C-5, CP, C-3, I-1, I-2 and I-3, no nonaccessory sign with a display area of more than 200 square feet shall be constructed, erected, placed or replaced closer than 750 feet to another nonaccessory sign facing in the same direction and on the same side of the street or highway from which the sign is intended to be read.

(g) *Spacing from residentially zoned property.* No nonaccessory sign shall be constructed, erected, placed or replaced closer than 75 feet to the nearest residentially zoned property.

(h) *Lighting.* Nonaccessory signs may be illuminated in compliance with the BOCA Electrical Code and any other applicable ordinances, provided that no flashing or intermittent lighting of such signs shall be permitted.
(Code 1986, § 3-87)

Sec. 3-217. Neighborhood identification signs on public rights-of-way.

The chief code enforcement official may issue a permit to erect a nonaccessory directional or informational sign on the public right-of-way when it is not considered a traffic hazard and if the following conditions are met:

- (1) If 60 percent of the property owners or the neighborhood association within the boundaries of any delineated area request signs.
- (2) The sign must be used for public purposes such as historical preservation markers, urban conservation markers and neighborhood watch signs.
- (3) The sign cannot interfere with the sight triangle.
- (4) A map must be submitted to the chief code enforcement official showing the location of all proposed signs.

- (5) A sketch of each type of sign proposed must be submitted showing height, length, width and square feet of the display surface.

- (6) Letters from major utility companies shall be submitted indicating approval or disapproval to the location of the proposed sign.

- (7) The sign may not exceed four square feet in display area.
(Code 1986, § 3-88)

Secs. 3-218—3-245. Reserved.

DIVISION 5. PORTABLE SIGNS

Sec. 3-246. Permitted uses and time limits.

In addition to being permitted and regulated in specified zoning districts as ground signs, portable signs shall be permitted as ground signs under the conditions in this division and in no case to exceed 30 days per calendar year.
(Code 1986, § 3-89)

Sec. 3-247. Public works construction disrupting access to businesses.

Where street, highway or other public works construction disrupts normal access to a business, the director of community development or designated agent may authorize a portable sign to be located on private property (and in some instances, public property), to provide directions to the business, where he has determined that the location will not constitute a hazard to the health, safety and welfare of the public. This sign shall be permitted only as long as the construction disrupts access or until ordered to be moved by the director or agent, whichever shall occur first.
(Code 1986, § 3-89(1))

Sec. 3-248. Special events.

When a spectator event or special entertainment event is proposed, one portable sign shall be permitted in place of an authorized permanent sign for a period not to exceed 30 days per event,

Shawnee

Shawnee, Oklahoma, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 3 -
ADVERTISING AND SIGNS >> ARTICLE I. - IN GENERAL >>

ARTICLE I. - IN GENERAL

Sec. 3-1. - Definitions.

Sec. 3-2. - Purpose and intent.

Sec. 3-3. - Applicability.

Sec. 3-4. - Exemptions; standards for exempted signs.

Secs. 3-5—3-30. - Reserved.

Sec. 3-1. - Definitions.

Any terms not contained within this section shall be construed to be used in this chapter as defined in the latest edition of Webster's Unabridged Dictionary. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory sign means any advertising device which identifies or displays information concerning the proprietor of the business conducted on the premises.

A-frame sign, sandwich sign or swinger sign means an advertising device which is ordinarily in the shape of an "A," spring mounted on a fixed base, or some variation thereof, located on the ground, but not otherwise attached thereto, and which is usually two-sided.

Aggregate use means a group of primary uses integrated in a single development not separated by an opened public street, under common ownership, and sharing private parking facilities and other services in common.

Animation means any visible mechanical movement in any sign, or apparent movement achieved by electrical pulsations or by other means, such as sequential light phasing.

Architectural projection means any projection, excluding signs, which is not intended for occupancy and which extends beyond the face of an exterior wall of a building, including but not limited to roof overhangings, wing walls, mansards, unenclosed exterior balconies, marquees, canopies, pilasters, fascias and awnings.

Attached sign means an accessory sign attached to, painted on or in any other way represented on a building or the structural element of a building. An attached sign includes a canopy sign, combination sign, fascia sign, marquee sign, module sign, parapet wall sign, projecting sign, roof sign and wall sign.

Awning means a fixed, backlit or movable shelter supported entirely from the exterior wall of a building, which can be retracted, folded or collapsed against the face of the supporting building.

Banner means any pennant, streamer, flag, sign, picture, figure or other object, regardless of the materials of which it is made, which is suspended or otherwise designed for decoration or advertisement or to attract the attention of passersby; excepting, however, official warning devices, public service facilities, streetlights and similar safety devices.

 *Billboard*, including poster and panel types, means a nonaccessory sign or sign structure upon which advertising may be posted, painted or affixed and which is primarily designed for the rental or lease of the sign space for advertising not related to the use of the property upon which the sign is located. 

Building code means the latest building code as amended and adopted by the city.

Canopy means a permanently roofed shelter covering over a sidewalk, service station, driveway or other similar area, which is supported by posts or by the building to which it is attached.

Canopy sign means an attached accessory sign painted on or attached to the vertical side of or erected on the roof surface of a canopy.

City of Norman

Norman, Oklahoma, Code of Ordinances >> - CODE OF ORDINANCES >> Chapter 18 - SIGN REGULATIONS >> ARTICLE VI. - OFF-PREMISE SIGNS >>

ARTICLE VI. - OFF-PREMISE SIGNS

Sec. 18-601. - Standards.

Sec. 18-602. - Continuation of signs.

Sec. 18-601. - Standards.

- (a) Off-premise signs shall be permitted only on parcels abutting Interstate Highway 35, and when such sign is located within six hundred sixty (660) feet from the centerline of Interstate Highway 35. All such signs must be oriented towards such trafficway, and can be located only in C-2 and I-2 zones.
- (b) Off-premise signs shall meet the front setback requirements of the zoning, subdivision and "scenic highway" ordinances of the City. Signs must be set back at least twenty-five (25) feet from the street right-of-way. Side and rear yard setbacks shall not be less than fifty (50) feet.
- (c) General standards applying to all off-premise signs [are as follows]:
 - (1) Off-premise signs shall not be established on any property owned or used by churches, schools, and any municipal, county, state or federal facilities nor on any property within three hundred (300) feet of the perimeter of such public or quasi-public property.
 - (2) All off-premise signs shall be maintained in good and safe structural condition. The painted portions shall be periodically repainted and kept in good condition.
 - (3) The general area of the vicinity of any off-premise signs must be kept free and clear of sign materials, weeds, debris, trash and other refuse.
 - (4) No off-premise sign shall be constructed with more than two (2) upright supports.
 - (5) No off-premise sign shall be erected within one hundred (100) feet of a residence or within fifty (50) feet of a residential zone.
 - (6) Flashing, intermittent or moving light or lights are prohibited except for time, temperature and date signs.
 - (7) An off-premise sign shall not be illuminated so that it interferes with the effectiveness or obscures an official traffic sign, device or signal; neither shall it be permitted to have beams or rays directed at any portion of the traveled ways and be of such intensity or brilliance to cause glare or impair the vision of the driver of any motor vehicle or which otherwise interferes with any driver's operation of a motor vehicle.
 - (8) Off-premise signs shall not be permitted on a lot that already has a total of two hundred (200) square feet of on-premise ground sign face, facing one (1) direction of travel.
 - (9) Setback regulations for off-premise signs if erected within seventy-five (75) feet of a building are:
 - a. No part of any off-premise sign structure shall be closer to any street right-of-way than the front line of the nearest building within seventy-five (75) feet.
 - b. When an off-premise sign is erected between two (2) buildings each of which is within seventy-five (75) feet of the structure, no part of said structure shall be erected closer to any street right-of-way than a straight line drawn between the nearest front corners of the two (2) buildings.
 - (10) Off-premise signs less than one hundred fifty (150) square feet shall not be higher than fourteen (14) feet including supports. (Ordinance No. O-9495-40—March 14, 1995)
 - (11) No such sign shall be erected closer than one thousand (1,000) feet to another off-premise sign.
 - (12) Off-premise signs shall not be placed side by side or in a vertical position with one (1) structure atop the other. (Ord. No. O-9495-40—March 14, 1995)
 - (13) No off-premise sign abutting such trafficway shall have more than six hundred seventy-two (672) square feet of sign face, facing one (1) direction of travel, excluding space extensions which shall not total more than one hundred sixty (160) square feet facing one (1) direction of travel. Any trim around the outside of the sign face shall be included in the sign face square footage measurements. The base, structural members or supports and apron shall be excluded from these measurements.

- (14) The maximum size limitations shall apply to each facing of a sign structure, and signs may be placed back-to-back or in V-type construction. Each display area shall have no more than two (2) component parts.
- (15) No off-premise sign on such trafficway shall be erected to a height of more than thirty-five (35) feet. The exception to this would be in the case of an elevated highway roadbed. In this event, the allowable height shall be no more than twenty (20) feet above the roadbed at the edge of the pavement or thirty-five (35) feet, whichever is greater. (Ord. No. O-9495-40—March 14, 1995)
- (16) No such sign shall be more than sixty (60) feet in horizontal distance. (Ord. No. O-9495-40 — March 14, 1995)
- (d) *Reserved.*
- (e) Off-premise signs in areas zoned C-2 and I-2 and abutting the right-of-way of such trafficway classified by the City's major streets and highways plan as a "controlled access arterial highway" shall meet the following conditions:
 - (1) Shall be allowed only within six hundred sixty (660) feet from the edge of the right-of-way of such trafficway and shall be oriented towards such trafficway.
 - (2) No off-premise sign abutting such trafficway shall have more than six hundred seventy-two (672) square feet of sign face, facing one (1) direction of travel, excluding space extensions which shall not total more than one hundred sixty (160) square feet facing one (1) direction of travel. Any trim around the outside of the sign face shall be included in the sign face square footage measurements. The base, structural members or supports and apron shall be excluded from these measurements.
 - (3) The maximum size limitations shall apply to each facing of a sign structure, and signs may be placed back-to-back or in V-type construction. Each display area shall have no more than two (2) component parts.
 - (4) There shall not be more than four (4) off-premise signs in excess of six hundred (600) square feet facing one (1) direction of travel erected in any one (1) designated mile of such trafficway.
 - (5) No off-premise sign on such trafficway shall be erected to a height of more than thirty-five (35) feet. The exception to this would be in the case of an elevated highway roadbed. In this event, the allowable height shall be no more than twenty (20) feet above the roadbed at the edge of the pavement or thirty-five (35) feet, whichever is greater.
 - (6) No such structure shall be placed in a vertical position with one (1) structure atop another.
 - (7) No such sign shall be more than sixty (60) feet in horizontal distance.
- (f) Off-premise signs in C-2 and I-2 zones along scenic highways (Highway 9) and any future trafficway designated as a "scenic highway" in the City shall be in accordance with section 18-410 and section 18-601 (d) of this chapter.
- (g) In areas zoned C-2 and I-2, and abutting the right-of-way of major arterials, off-premise signs shall meet the following requirements:
 - (1) No such sign shall exceed three hundred (300) square feet.
 - (2) No such sign shall be located within twenty-five (25) feet of any street right-of-way.
 - (3) No such sign shall exceed more than twenty-five (25) feet in height, including supports, at the twenty-five-foot setback line, except that for every foot such sign is set back it may have one (1) foot additional height up to thirty-five (35) feet maximum.
 - (4) There shall be no more than three (3) off-premise sign structures in excess of one hundred fifty (150) square feet located on the same side of the street and along the same street frontage in any one (1) designated mile.

(Ord. No. 0-9192-37; Ord. No. 0-9495-40; Ord. No. 0-0102-25)

Sec. 18-602. - Continuation of signs.

All existing, legally authorized off-premise signs, which by reason of the adoption of Ordinance No. 0-0102-25, become nonconforming, are declared legal, nonconforming signs, and are subject to the provisions of section 18-801.

(Ord. No. 0-0102-25)

*Edmond*15.25.160 - Prohibited Signs.

The following signs are prohibited:

(1)

Roof signs;

(2)

Wind signs;

(3)

Bulletin board signs;

(4)

Fence signs;

(5)

Off-Premise signs, excluding courtesy bench signs at approved public bus stops;

(6)

Projection signs;

(7)

Billboard signs, excluding courtesy bench signs at approved public bus stops;

(8)

Portable and/or portable trailer signs.

(Ord. 2168, § 1, November 28, 1994).

*Moore*

SECTION 12-632 - NON-ACCESSORY BILLBOARD SIGN REGULATIONS.

Purpose: The purpose of this section is to promote the reasonable, orderly and effective display of nonaccessory signage along Interstate 35 while remaining consistent with national policies, to protect the public investment in the interstate and federal-aid primary highways, to promote and enhance the beauty, order and attractiveness of the city to residents, tourists and visitors and thus, positively influence the economic prosperity of the area. The uncontrolled use of nonaccessory signs and their location may be injurious to traffic safety and to the well-being of the public, in conflict with the objectives stated above, and may have a negative impact on adjacent property values. Recent substantial public and private investments within the City of Moore have resulted in a heightened real estate market for new development within the I-35 area, including new residential development. Due to this investment, it is deemed necessary to regulate and limit the number and placement of nonaccessory signs in this area, thereby resulting in the overall enhancement of the general health, safety and welfare of the citizens of the City of Moore.

A.

All non-accessory or billboard signs existing or under permit on the effective date of this ordinance shall be located only in the C-3, C-4, C-5, I-1, I-2 and I-3 zoning districts, and shall be located only on property abutting the I-35 right-of-way.

B.

Non-accessory sign locations shall comply with all established building lines and required setbacks as outlined in this article and any ordinances of the city, notwithstanding any other provision noted herein. Where a railroad right-of-way crosses a public right-of-way, required setbacks or established building lines on adjacent properties are extended through or across the railroad right-of-way.

C.

No non-accessory or billboard sign shall be erected, constructed, located or placed within twenty-five (25) feet of the right-of-way line of I-35, nor shall any such non-accessory or billboard sign be erected within one hundred (100) feet of any existing single family dwelling.

D.

The maximum height of the highest point of the structure or display surface of any non-accessory or billboard sign existing or under permit on the effective date of this ordinance shall be forty (40) feet, measured from grade level of the ground surface in which the structure supports are placed.

E.

All non-accessory or billboard signs facing in the same direction shall be at least one thousand (1,000) feet apart laterally; provided, however, that temporary non-accessory signs may be permitted by the city council in case of a special event sponsored by the city, a civic organization or an organized business group of the city. Such signs shall not be permitted to stand more than thirty (30) days and shall be removed immediately upon termination of the special event.

F.

Erection, construction, location or placement of a non-accessory or billboard sign on the roof or otherwise attached or affixed to any building or other structure is prohibited.

G.

No non-accessory or billboard sign shall have more than six hundred seventy-two (672) square feet of sign face facing one direction of travel, nor shall such sign be more than sixty (60) feet in horizontal distance.

H.

No non-accessory or billboard sign shall be placed in a vertical position with one structure atop another.

I.

All non-accessory or billboard signs shall comply with permit requirements of the state and federal governments.

J.

Except as specifically permitted by this chapter, no non-accessory signs shall be permitted within the boundaries of an area known as the I-35 corridor as defined in the Moore Plan 21 Land Use Map.

K.

Nonconforming nonaccessory signs. Within the previously described area, existing nonaccessory signs shall be considered nonconforming, and shall be allowed to continue unless such sign is altered in a manner that increases the degree of nonconformity or is abandoned for a period of more than two (2) years.

L.

Exception. Whenever a condemnation proceeding or a civil action results in an order entered by a court of competent jurisdiction approving a settlement agreement, or any other court order which invests the lessee of a nonaccessory sign with the right to maintain such nonaccessory sign within the described area, then that lessee shall have a vested property right in the nonaccessory sign, and the right to maintain it, for the term of the lease and any extensions or renewals thereof.

M.

Non-accessory signs with less than one hundred (100) square feet of display area per side shall be permitted, subject to the following conditions:

1.

Such signs shall be permitted in the C-2, C-3, C-4, C-5, C-6, I-1, I-2 and I-3 zoning districts, provided the lot upon which the sign is to be placed is not developed with a main structure or primary use. Any

such sign shall be removed upon the issuance of a building permit for construction on the lot or tract upon which the sign is located;

2.

The maximum height of such signs shall be fourteen (14) feet, with a maximum display area of one hundred (100) square feet per side;

3.

Such signs shall not be lighted and shall be constructed of redwood, cedar or other treated wood on the exterior;

4.

The minimum lot frontage for such signs shall be fifty (50) feet, and the signs shall be located at least five hundred (500) feet from another non-accessory sign facing in the same direction and on the same side of the street from which the sign is intended to be read. Such signs shall not be erected within fifty (50) feet of an existing single family dwelling;

5.

Such signs shall located at least twenty-five (25) feet from any driveway on an adjacent developed tract, or any curb or edge of pavement;

6.

Such signs shall not be placed side by side or in a vertical position with one structure atop another.

N.

Flashing, intermittent or moving light or lights are prohibited except for time, temperature and date signs.

(Prior Code, Sec. 6-190, in part; Ord. No. 133(95), 2/2/96; Ord. No. 542(06), 4/3/06)

ORDINANCE NO. _____

AN ORDINANCE RELATING TO NON-
ACCESSORY SIGNS AMENDING SECTION 3-216
OF THE SHAWNEE MUNICIPAL CODE,
PROVIDING FOR SEVERABILITY AND
DECLARING AN EMERGENCY.

WHEREAS, a moratorium was approved on August 20, 2001 and reaffirmed on October 21, 2002 by the Shawnee City Commission that has prevented the City of Shawnee from issuing permits for non-accessory signs pursuant to Section 3-216; and

WHEREAS, moratoriums should be short in duration and the City of Shawnee must now take action to clarify code provisions relating to non-accessory signs; and

WHEREAS, the Shawnee Planning Commission held a public hearing on January 4, 2012 to accept public testimony and consider standards contained in Section 3-216 and voted favorably to repeal such and permanently prohibit non-accessory signs; and

WHEREAS, the Shawnee City Commission held a public hearing on January 17, 2012 to accept public testimony and consider provisions found in Section 3-216 and it is their desire to effectuate code changes to protect public health, safety and welfare and to limit blight in the City.

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

SECTION 1: AMENDATORY. Section 3-216(a) through Section 3-216(h) is hereby deleted and shall be replaced by the following:

- (a) *Applicability.* This section shall not be applied to billboards and non-accessory signs when constructed on premises as accessory signs according to this Chapter.
- (b) *Allowed uses.* Non-accessory and off-premise signs, including billboards are prohibited, except for those specifically allowed under Section 3-4 and for signs installed on public property owned by the City or a City Authority.
- (c) *Existing signs.* All existing, legally authorized non-accessory signs, which by reason of subsection (b) become non-conforming, are hereby declared legal nonconforming signs, and are subject to the provisions of Section 3-36.

SECTION 2: SEVERABILITY. The provisions of this ordinance are severable, and if any sentence, provision or other part of this Ordinance shall be held invalid, the decision of the courts so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION 3: EMERGENCY. It being necessary for the protection of the public health, safety and welfare, an emergency is hereby declared to exist and this ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this 17th day of January, 2012.

LINDA PETERSON, MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

Regular Board of Commissioners

11.

Meeting Date: 01/17/2012

SCCDA Electrical Improvement at Expo

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on recommendation from Shawnee Civic and Cultural Development Authority to award bid for electrical improvements at Heart of Oklahoma Exposition Center and method of payment from loan proceeds.

Attachments

SCCDA



January 12, 2012

City of Shawnee
Mayor & Commissioners
RE: 50 Amp Up Grade

On December 5, 2011 the advertisement for bid for up grade of 284 spots to 50 AMP went out in the Shawnee News Star & Bid News Oklahoma Internet Plan Room (see attached documents) 3 contractors picked up bid packets (see attached document) On December 9, 2011 a pre-bid meeting was held with both Shawnee Lighting Systems Inc & Dane Electric in attendance. On December 13, 2011 Addendum #1 was sent out to all 3 contractors by email- all 3 contractors that picked up a bid packet received this email. This email had a "must respond to this email" tag on it. All 3 contractors responded to receiving the addendum # 1 (see attached addendum #1) On December 19, 2011 Addendum #2 was sent out by email to all 3 contractors with a "must respond to email" tag on it. All 3 contractors responded to receiving addendum #2 (see attached addendum #2) On December 22, 2011 a special call meeting was held by the SC&CDA to open the bids- 2 contractors (Dane Electric and Shawnee Lighting Systems) turned in bids, both were in attendance at the meeting. Bids were opened in the meeting and staff recommended to defer giving staff time to review bids. After reviewing the bids it was found that Dane Electric failed to follow specs- which will be listed below (please refer to Bid Requirements & Addendums)

- #3 Failed to meet 100% demand factor
- #12 Failed to include costs for OG&E
- #16 Failed to provide detailed bid, including basis of design

Addendum # 1 item # 5 Failed to provide....
Addendum # 2 item # 1 Failed to provide....
Addendum # 2 item # 4 Failed to provide....



Cont. letter -

On December 29, 2011 a special call meeting of the SC&CDA was held to award the bid. Both Dane Electric & Shawnee Lighting were in attendance at this meeting. Both contractors were presented with questions by SC&CDA board members. Both contractors made oral statements explaining their own bid, sub sequentially board members presented numerous questions to both contractors to further explain their bid. The board determined that Dane Electric had not satisfied the bid requirements presented to them in the bid packet and addendums. In speaking with Dane Electric during the questions and answers it was brought out that there were several places in the bid that their were to be change orders, which we have no way of knowing additional costs for these at this time. Shawnee Lighting's bid was as is, with no additional fees due to impending change orders. There were no change orders in Shawnee Lightings Bid. . After further discussion the SC&CDA board made a motion and received a second to accept the bid of \$617,736.00 by Shawnee Lighting Systems Inc- The motion passed with a 6-1 vote.

This 50 AMP upgrade will also consist of pulling permits & all be inspected by City of Shawnee Electrical Inspector. Bid Requirements were all to follow Item # 7 detailed drawing signed & sealed by licensed engineer.

All bidders were sent the exact same bid packet & addendums.

A handwritten signature in black ink, appearing to read "Michael Jackson".

Michael Jackson
Operations Manager
Heart of OK Expo Center

Name:

Address:

Phone #:

Email:

1. Shawnee Lighting Systems 36609 w 45th. Shawnee, OK 405-275-7275 ~~billy.odell@shawnee-lighting.com~~ billy.odell@shawnee-lighting.com
VINCE PHILLIPS BEAUNE DANE ELECTRIC. COM
2. DANE & ASSOC. ELEC. 4721 SW 18 OKC, OK 73082 405-686-0290 VINCE@DANELECTRIC.COM
PA 275-1833
FOR 275-1828
3. Marsh Electric 39212 MacArthur Shawnee OK Marsh Electric - Patrick@khs.com

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

BID REQUIREMENTS
COMPREHENSIVE GENERAL SCOPE AND DETAILED REQUIREMENTS FOR THE BID

1. All labor, material, services and skilled supervision necessary for completion of the project in a first class manner as required and/or as listed below:
2. Electrical upgrade of 284 RV spaces.
3. The new electrical distribution system design will be based on a 100% demand factor. The new electrical distribution system will include but not be limited to copper wire, switch gears, panel boards, over current devices, service feeders, branch circuits and related components. All electrical work will be installed according to all local, state and national electrical codes.
4. The installing contractor shall be responsible for locating all underground utilities, but not limited to, natural gas, electric, water, sewer, cable TV and telephone.
5. The owner shall be responsible for locating and staking and underground facilities that are not utility related. The owner accepts responsibility for damage to such facilities that are not properly located or staked.
6. Trenching depth and width shall be adequately sized for the underground wiring system to meet local and National Electrical Codes.
7. Trenching shall be back-filled with excavated soil and compacted to approximately the same density of the surrounding soil to minimize settlement.
8. UL listed RV power pedestal assembly will contain 50 amp 120/240 volt RV receptacle and 20 amp 120 volt GFCI receptacle with breaker type over current protection mounted to 6' feed through pedestal.
9. Demo all existing circuitry and electrical equipment.
10. All materials and workmanship shall comply with all applicable codes, documents, local ordinances, industry standards, latest edition of the NEC, and utility company regulations. In no case will work or materials inferior to these documents be accepted even if permitted by code.
11. The contractor must use planned project phasing and coordinate with Expo management so that the facility can hold scheduled events during the course of the project. (Electrical service to portions of the RV spaces must be available during scheduled events.)
12. Contractor will coordinate with OG&E and include all costs of new electrical service supplied by Utility including but not limited to required trenching, backfill, raceways, concrete pads for transformer and tap cabinets as required by OG&E. Include all associated cost in your bid.
13. The contractor shall coordinate all utility works with OG&E for connection of that equipment. All electrical service requirements shall be coordinated and confirmed with OG&E by the contractor prior to bidding to insure that arrangement shown is acceptable to OG&E. Include all associated cost in your bid.
14. All materials shall be new and shall bear the manufacturer's name, trade name and the UL label in every case where a standard has been established for the particular material. The equipment shall be essentially the standard product of a manufacturer regularly engaged in the production of the required type of the equipment and shall be the manufacturer's latest and approved design.

15. Equipment and materials of the same general type shall be of the same make through the work to provide uniform appearance, operation and maintenance.
16. Provide detailed bid including Basis of Design, Detailed Layout Drawings on 24" X 36" sheets, Bonding, Insurance, Completion date.
17. Successful bidder will supply detailed dwg drawings signed and sealed by Licensed Engineer for signatory approval by Expo Mgmt before commencing equipment procurement or any project site work.
18. Contractor to provide as built dwg drawings to Expo Mgmt at the project completion. Does not require Engineer stamp.
19. Cleaning: The contractor shall not allow waste material or rubbish, caused by his employees, to accumulate in or about the premises, but shall promptly remove same. At the completion of the day's work, all rubbish and tools and surplus material shall be removed from the premises, and all work shall be left clean and ready for use.

Chairman
Karl Kozel



SC&CDA
Board Members

Randy Gilbert	Casey Bell
Jim Lowe	Carl Packwood
Lance Wortham	Brian McDougal

NOTICE TO ALL BIDDERS

DATE: DECEMBER 13, 2011

**SUBJ: CONTRACT No: *EXPO RV 50 AMP UPGRADE*
*EXPO RV PEDESTAL UPGRADE***

ADDENDUM #1

The following shall be added to and made a part of the above subject project documents. Contractor shall, upon submittal of his/her bid, acknowledge this addendum and include this addendum in the Bid Documents.

- (1) THE PEDASTALS IN SECTIONS 100,200,300 & 400 WILL BE EQUAL TO MIDWEST U075CP6010 CONTAINING THE FOLLOWING RECEPTALCES (1) ONE 50 AMP 120/240 VOLT, (1) ONE 30 AMP 120 VOLT, (1) ONE 20 AMP 120 VOLT.
- (2) THE PEDASTALS IN SECTION 500 WILL BE EQUAL TO MIDWEST U004CP6010 CONTAINING THE FOLLOWING RECEPTALCES, (2) TWO 50 AMP 120/240 VOLT, (1) ONE 20 AMP 120 VOLT.
- (3) THE OG&E POINT OF CONTACT FOR THIS PROJECT WILL BE SCOTT WILLIAMS. PHONE NUMBER (405) 640-8930.
- (4) THE OWNER RESERVES THE RIGHT TO TAKE ANY OR ALL OF THE SALVAGE MATERIAL. THE CONTRACTOR WILL DISPOSE OF THE REMAINDER OF THE SALVAGE MATERIALS.
- (5) THE NEW SERVICE EQUIPMENT WILL BE OUT DOOR RATED, FUSED TYPE WITH COPPER BUSS, CIRCUIT BREAKERS WILL NOT BE ALLOWED.
- (6) THE NEW EQUIPMENT MUST BE IN PLACE AND FULLY OPERATIONAL BEFORE THE EXISTING EQUIPMENT CAN BE REMOVED.
- (7) THE ORIGINAL DRAWINGS OF THE CAMP GROUND ARE AVAILABLE AT THE HEART OF OKLAHOMA EXPOSITION OFFICE.
- (8) REPLACE THE ORIGINAL BID FORM WITH THE ATTACHED BID FORM.

BID FORM
CONTRACT NO. EXPO RV 50 AMP UPGRADE
EXPO RV PEDESTAL UPGRADE

Shawnee Civic & Cultural Development Authority

SUBMITTED TO:

Shawnee Civic & Cultural Development Authority
The Heart of Oklahoma Exposition Center
1700 West Independence
Shawnee, OK 74804

1. The undersigned Bidder declares that before preparing this bid he read carefully the Instructions to Bidders and the plans and documents and that his bid is made with full knowledge of the kind, quality and quantity of the materials or services to be furnished.
2. The undersigned bidder offers and proposes to furnish the materials, equipment, or other services hereinafter set forth, in the manner and under the conditions and in accordance with the documents on file at the Heart of Oklahoma Exposition Center, Shawnee, Oklahoma.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that;
 - (a) Bidder has examined copies of all Bidding Documents and of the following Addenda (receipt of all that is hereby acknowledged):

DATE

NUMBER

- (b) Completion Date: _____
- (c) Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, Site, Locality and all-local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies, which pertain to the surface or physical conditions at the site or otherwise may affect the costs, progress, performance or furnishing of the work as Bidder considers necessary for the performance or furnishing of the work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information on data shown or indicated on the contract documents with respect to existing facilities at or contiguous to the site and assumes responsibility for the accurate location of said facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said facilities are or will be required by Bidder in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Owner written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and written resolution thereof by Owner is acceptable to Bidder.

BF1

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder or submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder agrees that the work will be substantially complete within 182 calendar days, after the date when the Contract Time commences to run as provided in Section 011 of the Supplemental General Conditions, and complete and ready for Final Payment within the 182 calendar days after the date when the Contract Time commences to run. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

5. The following documents are attached to and made a condition of this Bid:

- a) Required Bid securities in the form of certified or bank check or a bid bond in the amount of 5% of total bid price;
- b) Detailed Bid Including Basis of Design
- c) Bid Affidavits and Business Relations Affidavit.
- d) Detailed Layout Drawings on 24" X 36" Sheets

6. Communications concerning this Bid shall be addressed to the address listed on the following page unless otherwise indicated as follows:

NAME: _____

ADDRESS: _____

PHONE: _____

ZIP CODE: _____

FAX NO.: _____

CONTACT PERSON: _____

7. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

8. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____

Words

(\$ _____).

Numbers

CONTRACTOR:

(SEAL)

(name of firm) ;

Notary signature

BY

(signature)

Commission Expires

(print name)

BF2

Chairman
Karl Kozel



SC&CDA
Board Members
Randy Gilbert Casey Bell
Jim Lowe Carl Packwood
Lance Wortham Brian McDougal

NOTICE TO ALL BIDDERS

DATE: DECEMBER 19, 2011

SUBJ: CONTRACT No: *EXPO RV 50 AMP UPGRADE*
EXPO RV PEDESTAL UPGRADE

ADDENDUM #2

The following shall be added to and made a part of the above subject project documents. Contractor shall, upon submittal of his/her bid, acknowledge this addendum and include this addendum in the Bid Documents.

- (1) ALL OF THE EXISTING OUTDOOR SERVICE EQUIPMENT THAT CURRENTLY POWERS THE EXISTING RV PEDESTALS WILL BE REMOVED AND REPLACED WITH NEW OUTDOOR SERVICE EQUIPMENT.
- (2) ANY OF THE EXISTING ELECTRICAL LOADS THAT ARE CURRENTLY FED FROM THE EXISTING ELECTRICAL SYSTEMS WILL BE RE-ROUTED AND RE-FED FROM THE NEW ELECTRICAL EQUIPMENT.
- (3) THE ELECTRICAL EQUIPMENT WILL BE SIZED TO HANDLE THE EXISTING ELECTRICAL LOADS THAT ARE NOT RELATED TO THE RV POWER REQUIREMENTS.
- (4) ALL NON RV ELECTRICAL LOADS INCLUDING BUT NOT LIMITED TO COMFORT STATIONS, SIGNAGE, LIGHTING, ETC., WILL BE SIZED AS PER THE NEC REQUIREMENTS. THESE LOADS ARE NOT REQUIRED TO BE SIZED AT THE 100% DEMAND FACTOR AS REQUIRED FOR THE RV PEDESTALS.

ADVERTISEMENT FOR BIDS

SHAWNEE CIVIC & CULTURAL DEVELOPMENT AUTHORITY, Owner

1700 West Independence

SHAWNEE, OK 74804

(405) 275-7020

SEALED BIDS for the upgrading of existing 30 amp electrical RV hookups into 50 amp RV hookups.

CONTRACT NO. EXPO RV 50 UPGRADE will be received by the SHAWNEE CIVIC & CULTURAL DEVELOPMENT AUTHORITY at the office of the HEART OF OKLAHOMA EXPOSITION CENTER until 12:30 p.m. [StandardTime / Daylight Savings Time] Monday, **December 22, 2011**, and then at said office publicly opened and read aloud at 12:30 p.m.

The CONTRACT DOCUMENTS may be examined at the following locations:

Heart of Oklahoma Exposition Center

1700 West Independence

SHAWNEE, OK 74804

Copies of the CONTRACT DOCUMENTS may be obtained at the office of The Heart of Oklahoma Exposition Center, 1700 West Independence, Shawnee, OK 74804 upon payment of \$25.00 for each set. No documents will be mailed unless the request is accompanied by an additional \$5.00 per set to cover mailing cost.

A Pre-Bid Conference is scheduled for December 9, 2011, at **11:00 A.M.** at the Heart of Oklahoma Exposition Center, 1700 West Independence, Shawnee, OK 74804.

No refund for returned Contract Documents.

Identifying Information

Project Posted By Bid News Oklahoma Internet Planroom

Legal Title Shawnee Heart Of Oklahoma Expo Center RV 50 Upgrade

Project Name Shawnee Heart Of Oklahoma Expo Center RV 50 Upgrad

Project Number EXPO RV 50 UPGRADE

Project ID 1452036

Bid Date 12/22/2011

Bid Status Bid Date Set ?

Bid Time 12:30 PM CT

Time Frame

Bids To Owner

Created 12/9/2011

Updated 12/23/2011

of Addenda

Last Date

Project Meeting Information

Meeting Date	Meeting Time	Meeting Notes	Mandatory
2011/12/09	11:00 AM	A Pre-Bid Conference To Be Held In The Owner's Office	No

Site Location

Street Address

City Shawnee

County Pottawatomie

State OK

Zip 74802

Project Counties

OK - Pottawatomie

Owner Information

Company Name Shawnee Civic & Cultural Development Authority

Street Address 1700 W. Independence (PO Box 1466)

First Name Heart Of Oklahoma Expo Center

Suite/PO Box

Last Name

City Shawnee

Title

State OK

Zip 74802-1466

Department

E-Mail Address

Phone Number (405) 275-7020

Ext

Fax Number (405) 878-7000

Web Site

Descriptive Information

Start Date

End Date

of Stories 0

Below Grade 0

Physical Size

Project Value

of Units 0

Structures 0

Cost Estimate

Description Upgrading of existing 30 amp electrical RV hookups into 50 amp RV hookups.

Notes Bid Date Is Set For December 22, 2011 At 12:30 PM

CSI Detail Information

No CSI codes have been defined.

Bid Packages

☉ = Regular Member

▷ = Sub/Specialty Member

Contract Type Custom

Created 12/14/2011

Title Bidders List Not Released Per Owner

Award Date

Bidder List

Company Name	Contact	Location	Status	Phone	Fax	Mail	Amount
BID RESULT INFORMATION WILL NOT		BEEN AWARDED.	Active	...	...	...	...

Document Information

From Shawnee Civic & Cultural Development Authority
Plan Room Bln #
Deposit \$25 (+ \$5 Mailing Fee)
Refund Non Refundable
Sheet Size
Invitation #
Availability Project Details Only
Document Notes Heart Of Oklahoma Expo Center - 1700 W. Independence (PO Box 1466) Shawnee, OK

Classification Information

Status Post-Bid Market Zone Civil and Engineering
Category Mechanical/Electrical, Recreation, Government
Class Civil
Bond % Bid Port Pay M&L Other

Interested Suppliers

Company Name	Contact	Location	Phone	Fax	Site	Company Description
No Interested Suppliers have assigned themselves to this project.						

Interested Subcontractors

Company Name	Contact	Location	Phone	Fax	Site	Company Description
No Interested Subcontractors have assigned themselves to this project.						

BID FORM
CONTRACT NO. EXPO RV 50 AMP UPGRADE
EXPO RV PEDESTAL UPGRADE

Shawnee Civic & Cultural Development Authority

SUBMITTED TO:

Shawnee Civic & Cultural Development Authority
The Heart of Oklahoma Exposition Center
1700 West Independence
Shawnee, OK 74804

1. The undersigned Bidder declares that before preparing this bid he read carefully the Instructions to Bidders and the plans and documents and that his bid is made with full knowledge of the kind, quality and quantity of the materials or services to be furnished.
2. The undersigned bidder offers and proposes to furnish the materials, equipment, or other services hereinafter set forth, in the manner and under the conditions and in accordance with the documents on file at the Heart of Oklahoma Exposition Center, Shawnee, Oklahoma.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that;
 - (a) Bidder has examined copies of all Bidding Documents and of the following Addenda (receipt of all that is hereby acknowledged):

DATE 12-13-11
12-19-11

NUMBER 1
NUMBER 2

- (b) Completion Date: 120 days
- (c) Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, Site, Locality and all-local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies, which pertain to the surface or physical conditions at the site or otherwise may affect the costs, progress, performance or furnishing of the work as Bidder considers necessary for the performance or furnishing of the work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information on data shown or indicated on the contract documents with respect to existing facilities at or contiguous to the site and assumes responsibility for the accurate location of said facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said facilities are or will be required by Bidder in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Owner written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and written resolution thereof by Owner is acceptable to Bidder.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder or submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder agrees that the work will be substantially complete within 182 calendar days, after the date when the Contract Time commences to run as provided in Section 011 of the Supplemental General Conditions, and complete and ready for Final Payment within the 182 calendar days after the date when the Contract Time commences to run. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

5. The following documents are attached to and made a condition of this Bid:

- a) Required Bid securities in the form of certified or bank check or a bid bond in the amount of 5% of total bid price;
- b) Detailed Bid Including Basis of Design
- c) Bid Affidavits and Business Relations Affidavit.
- d) Detailed Layout Drawings on 24" X 36" Sheets

6. Communications concerning this Bid shall be addressed to the address listed on the following page unless otherwise indicated as follows:

NAME: _____

ADDRESS: _____

PHONE: _____

ZIP CODE: _____

FAX NO.: _____

CONTACT PERSON: _____

7. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

8. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with

the terms hereon, for the sum of \$ Six Hundred Seventeen Thousand Seven Hundred Thirty-Six Dollars Words

(\$617,736.00).

Numbers

CONTRACTOR:

Shawnee Lighting Systems, Inc.

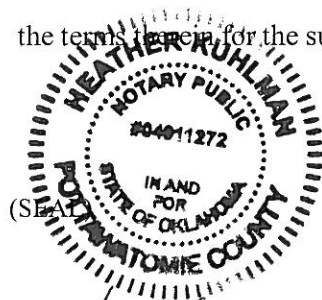
(name of firm)

(signature)

BY

Billy Odell

(print name)



Heather Kuhlman

Notary signature Heather Kuhlman

December 16, 2012

Commission Expires



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, Shawnee Lighting Systems, Inc.
of Shawnee, OK
as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of Oklahoma, are held and firmly bound unto
The Heart of Oklahoma Exposition Center, as Obligee, in the penal sum of
Five Percent of Amount Bid (5%),
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
proposal or a bid to the Obligee on a contract for Expo RV 50 Amp Pedestal Upgrade

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
(90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 19th day of December, 2011.

Shawnee Lighting Systems, Inc.
Principal
By: Billy Odell President

RLI Insurance Company
By: William F. Rosebure Attorney in Fact

ADDRESS ALL CORRESPONDENCE TO:

P.O. Box 3967
Peoria, IL 61612
309-692-1000

C0006304-10,0



Billy Odell, President
Ronny Odell, Vice-President

Basis of Design

by Shawnee Lighting Systems, Inc.

For Heart of Oklahoma Exposition Center RV 50 Amp Pedestal Upgrade

1. This bid by Shawnee Lighting Systems, Inc. (SLS) complies with the Heart of Oklahoma Exposition Center Project Specifications to upgrade 284 existing RV spots to 50amp 120/240 v capacity using a 100% Demand Factor in accordance with the National Electric Code.
2. SLS has coordinated with OG&E and has included all costs of new electrical service supplied by Utility in this bid.
3. SLS will coordinate with owner's planned project phasing and with Expo management so that the facility can hold scheduled events during the course of the project. (Electrical service to portions of the RV spots will be available during scheduled events.)
4. Only copper wire will be used.
5. Ample grounding will be provided per National Electric Code.
6. All material will be new, UL, Energy Efficient as appropriate, Weather proof, American made, and installed per all applicable codes and in accordance with AHJ.
7. All existing circuitry and electrical equipment will be demo'd. All possible material will be salvaged for the Owner. All scrap will be hauled off..
8. All Trenches required for this project will be Refilled, packed, and Leveled after trenching.
9. Bonding, Insurance, Completion date are included as detailed in specifications.
10. SLS's bid includes bid set of 5 drawings describing entire project including Detailed Layout drawing.
11. If awarded contract, SLS will supply detailed dwgs signed and sealed by Licensed engineer for signatory approval by Expo Mgmt before commencing equipment procurement or any project site work.
12. SLS will provide one set of as-built dwgs to Expo Mgmt at the project completion.
13. SLS will provide the 5 year warranty as specified.

BID AFFIDAVITS

The following affidavits are to accompany the bid;

A. Non-collusion Affidavit

STATE OF Oklahoma)

COUNTY OF Pottawatomie)

Billy Odell, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the Shawnee Municipal Authority/City of Shawnee, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Shawnee Lighting Systems, Inc.

BIDDER

By: Billy Odell

Billy Odell

Subscribed and sworn to before me this 22 day of December, 2011.



(SEAL)

Heather Kuhlman
NOTARY PUBLIC – Heather Kuhlman

My Commission Expires

12-16-2012

B. BUSINESS RELATIONS AFFIDAVIT

STATE OF Oklahoma)

COUNTY of Pottawatomie)

Billy Odell, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

NONE

Affiant further states that any such business relationship presently in effect or which existed with one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

NONE

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms as follows:

NONE

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Billy Odell

Subscribed and sworn to before me this 22 day of December 2011.



Heather Kuhlman
NOTARY PUBLIC Heather Kuhlman

FELONY & SEX OFFENDERS AFFIDAVIT

THE FOLLOWING IS REQUIRED TO BE SIGNED BY ALL BUSINESSES OR COMPANIES UNDER CONTRACT TO PROVIDE SERVICES FOR A SCHOOL OR SCHOOL DISTRICT.

Every person or business having a contract for services with a school or school district in Oklahoma where such services are to be performed on the school premises during normal school hours is required to sign a statement declaring that no employee working on school premises under the authority of such person or business is in violation of the provisions of 70 O.S. §6-101.48.

I, Billy Odell, on behalf of Shawnee Lighting Systems, Inc., hereby subscribe and swear that no employee working on school premises during normal school hours under the authority and control of this business or company has been convicted of a felony within the past ten (10) years in this state, the United States or other state. I further subscribe and swear that no employee of this business or company working on school premises at any time has been convicted in this state, the United States, or any other state of any sex offense subject to the Sex Offenders Registration Act in this state, or subject to another state's, or federal sex offender registration provisions.

The felony prohibition shall not apply to volunteers, persons performing community service hours under court order to persons performing services under a supervised work release program.

OKLAHOMA SEX OFFENDERS REGISTRATION ACT

The provisions of the Oklahoma Sex Offenders Registration Act apply to any person who, after November 1, 1989, has been convicted, whether upon a verdict or plea of guilty or upon a plea of nolo contendere, or received a suspended sentence for a crime or an attempt to commit one of crimes listed below. The provisions of the Act apply to anyone who enters Oklahoma after November 1, 1989, and who has been convicted or received a suspended sentence for a crime or attempted crime, which, if attempted in this state, would be a crime or an attempt to commit a crime provided for in any of said laws. In addition, the provisions of the Act apply to anyone who enters Oklahoma after September 1, 1993, and who has received a deferred judgment for a crime or attempted crime, which if committed or attempted in this state, would be a crime or an attempt to commit one of the crimes listed below.

1. Abuse or neglect of a child if that crime involves either sexual abuse or sexual exploitation.

"Sexual Abuse" includes, but is not limited to, rape, incest, and lewd or indecent acts or proposals, by a person responsible for the child's health or welfare.

"Sexual Exploitation" includes, but is not limited to, allowing, permitting, or encouraging a child to engage in prostitution by a person responsible to the child's health or welfare or allowing, permitting, or encouraging, or engaging in the lewd obscene, or pornographic photographing, filming, or depicting of a child in those acts by a person responsible for the child's health or welfare.

2. Kidnapping – without lawful authority, forcibly seizing and confining another, or to lure, entice, or lead astray, by false representation or promises, or other deceitful means or to cause another to be sent out of state against their will.
3. Trafficking in Children.
4. Incest.
5. Forcible Sodomy.
6. Child Stealing.
7. Indecent exhibitions – procuring, counseling, or assisting any person to expose such person, or to make any other exhibition of such person to public view or to the view of any number of persons for the purpose of sexual stimulation of the viewer.

8. Obscene or Indecent Writings – writing, composing, stereotyping, printing, photographing, designing, copying, drawing, engraving, painting, molding, cutting, or otherwise preparing, publishing, selling, distributing, keeping for sale, or exhibiting any obscene or indecent writing, paper, book, picture, photograph, motion picture, figure, for of any description or any type of obscene material.
9. Making, prearranging, cutting, selling, giving, loaning, distributing, keeping for sale, or exhibiting any disc record, metal, plastic, or wax, wire or tape recording, or any type of obscene material or any other kind of sound recording of any obscene or indecent language, poetry, or songs, or speaking any words by means of a telephone to any person which are offensive to decency or are calculated to excite vicious or lewd thoughts or acts or speaking any other communicable words which are offensive to decency or are adapted to excite vicious or lewd thoughts or acts.
10. Solicitation of Minors – willfully soliciting or aiding a child to perform or show, exhibit, loan to distribute to a minor child any obscene or indecent writing, paper, book, picture, photograph, motion picture, figure, or form of any description or any type of obscene material for the purpose of inducing any minor to participate in any act described in 7, 8 or 9.
11. Procuring or causing participation of a minor, under the age of 18, in any film, motion picture, videotape, photograph, negative, slide, drawing, painting, play, performance or any type of obscene material wherein the minor child is engaged in or portrayed, depicted, or represented as engaging in any act of sexual intercourse.
12. Any parent, guardian, or individual having custody of a minor who allows the minor to participate in any act specified in 11.
13. Facilitating, encouraging, offering or soliciting sexual conduct with a minor.
14. Showing acts of sexual intercourse or unnatural copulation.
15. Procuring child under eighteen years of age for prostitution, lewdness or other indecent acts.
16. Inducing, keeping, detaining, or restraining a child under eighteen years of age for prostitution.
17. Rape by instrumentation.
18. Rape in first or second degree.
19. Lewd or indecent proposals or acts as to a child under sixteen.

IT IS UNLAWFUL FOR ANY PERSON REGISTERED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT TO WORK WITH OR PROVIDE SERVICES TO CHILDREN OR TO WORK ON SCHOOL PREMISES, OR FOR ANY PERSON OR BUSINESS WHO OFFERS OR PROVIDES SERVICES TO CHILDREN OR CONTRACTS FOR WORK TO BE PERFORMED ON SCHOOL PREMISES TO KNOWINGLY AND WILLFULLY ALLOW ANY EMPLOYEE TO WORK WITH CHILDREN OR TO WORK ON SCHOOL PREMISES WHO IS REGISTERED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT. UPON CONVICTION FOR ANY VIOLATION, THE VIOLATOR SHALL BE GUILTY OF A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED ONE THOUSAND DOLLARS. IN ADDITION, THE VIOLATOR MAY BE LIABLE FOR CIVIL DAMAGES.

I have read and understand the provision of this document.

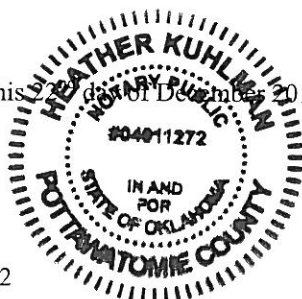
Dated this 22nd day of December, 2011.

Shawnee Lighting Systems, Inc., PO Box 1146, Shawnee, OK 74802-11146


Billy Odell, President

Subscribed and sworn to before me this 22nd day of December 2011.

(SEAL)




Notary Public Heather Kuhlman

My Commission Expires: 12-16-2012



RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY

RLI 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 **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:

William F. Rosebure, Kyle Rosebure, Betty Phillips, Sharon Howard, Kristina Rochelle, jointly or severally

in the City of Shawnee, State of Oklahoma its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) 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.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, 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 Company 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 Company. 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."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 22nd day of August, 2011.

RLI Insurance Company



Roy C. Die

Vice President

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, 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** this 19th, day of Dec., 2011.

RLI Insurance Company

Roy C. Die

Vice President

State of Illinois
County of Peoria

} SS

On this 22nd day of August, 2011, before me, a Notary Public, personally appeared Roy C. Die, 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 acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery
Cherie L. Montgomery

Notary Public



3574890020212

A0059411

BFI

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder or submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder agrees that the work will be substantially complete within 182 calendar days, after the date when the Contract Time commences to run as provided in Section 011 of the Supplemental General Conditions, and complete and ready for Final Payment within the 182 calendar days after the date when the Contract Time commences to run. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

5. The following documents are attached to and made a condition of this Bid:

- a) Required Bid securities in the form of certified or bank check or a bid bond in the amount of 5% of total bid price;
- b) Detailed Bid Including Basis of Design
- c) Bid Affidavits and Business Relations Affidavit.
- d) Detailed Layout Drawings on 24" X 36" Sheets

6. Communications concerning this Bid shall be addressed to the address listed on the following page unless otherwise indicated as follows:

NAME: Dane & Associates Electric Company

ADDRESS: 4721 SW 18th Street

Oklahoma City, OK 73128

PHONE: 405-686-0290

ZIP CODE: 73128

FAX NO.: 405-686-0297

CONTACT PERSON: Jeff Lewis

7. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

8. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ three hundred ninety four thousand, five hundred dollars + %

Words

(\$ 394,500.00).

Numbers

(SEAL)

CONTRACTOR:

Dane & Associates Electric Company

(name of firm)

BY [Signature]

(signature)

Jeff Lewis

(print name)

BF2

[Signature]
Notary signature

10/07/2014
Commission Expires



BID AFFIDAVITS

The following affidavits are to accompany the bid;

A. Non-collusion Affidavit

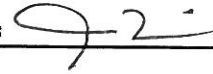
STATE OF Oklahoma)

COUNTY OF Oklahoma)

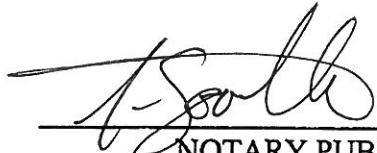
Jeff Lewis, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the Shawnee Municipal Authority/City of Shawnee, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Dane & Associates Electric Company

BIDDER

By: Jeff Lewis 

Subscribed and sworn to before me this 22ND day of DECEMBER, 2011.


NOTARY PUBLIC

(SEAL)

My Commission Expires

10/07/2014



B. BUSINESS RELATIONS AFFIDAVIT

STATE OF Oklahoma)

COUNTY of Oklahoma)

Jeff Lewis, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

N/A

Affiant further states that any such business relationship presently in effect or which existed with one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

N/A

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms as follows:

N/A

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Dane & Associates Electric Company JZ

Subscribed and sworn to before me this 22ND day of DECEMBER 2011.

(SEAL)

[Signature]
NOTARY PUBLIC

My Commission Expires

10/07/2014



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Dane & Associates Electric Company as Principal, and Insurance Agency of Mid-America, Inc. as Surety, are hereby held and firmly bound unto the Shawnee Civic & Cultural Development Authority as OWNER in the penal sum of _____ DOLLARS, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 22nd day of December, 2011. The Condition of the above obligation is such that whereas the Principal has submitted to Shawnee Civic and Cultural Development Authority a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of EXPO RV PEDESTAL UPGARDE, CONTRACT NO. EXPO RV 50 AMP UPGRADE.

NOW, THEREFORE,

[a] If said BID shall be rejected, or

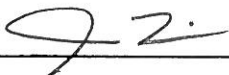
[b] If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto [properly completed in accordance with said BID] and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by the extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by proper officers, the day and year first set forth above.

Dane & Associates Electric [L.S.]
Company
Principal

Insurance Agency of Mid-America Inc.
Surety

By: Jeff Lewis 

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.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by the extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by proper officers, the day and year first set forth above.

Dane & Associates Electric

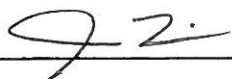
[L.S.]

Company:
Principal

Insurance Agency of Mid-America Inc.

Surety

By: Jeff Lewis



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.

MID-CONTINENT CASUALTY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Dane & Associates Electric Company

4721 SW 18th Street, Oklahoma City, OK 73128

as Principal, and **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of Ohio, and authorized to do business in the State of Oklahoma as Surety, are held

and firmly bound unto the Shawnee Civic & Cultural Authority

1700 W. Independence

Shawnee, OK 74804

as Obligee,

in the amount of *****Five Percent (5%) of Amount Bid In***** DOLLARS lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make an award to the Principal for:

Expo RV - 50 AMP Upgrade

Expo RV - Pedestal Upgrade

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with **MID-CONTINENT CASUALTY COMPANY** as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 22nd day of December, 2011

Dane & Associates Electric Company

Principal

By

(Seal)

Witness

MID-CONTINENT CASUALTY COMPANY

By

(Seal)

Wendy Hollen

Attorney-in-fact

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 • TULSA, OKLAHOMA 74119 • 918-587-7221 • FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the MID-CONTINENT CASUALTY 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. Beverly Herring, Wendy Hollen, Cody Michael McNeill, W. M. McNeill, Mike Shannon and Lisa Sherman, individually of OKLAHOMA CITY, OK

IN WITNESS WHEREOF, the MID-CONTINENT CASUALTY COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27 day of July, 2011



ATTEST:

SARA ANDERSON
SARA ANDERSON ASSISTANT SECRETARY

MID-CONTINENT CASUALTY COMPANY

TODD BAZATA
TODD BAZATA VICE PRESIDENT

On this 27 day of July, 2011 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Tulsa, Oklahoma, that s/he is a Vice President of Mid-Continent Casualty Company, the company described in and which executed the above instrument; that s/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 her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 05000936

My Commission Expires: 01-26-13

L. FAY JESSEE
L. FAY JESSEE Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Mid-Continent Casualty Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and 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, SARA ANDERSON, Assistant Secretary of Mid-Continent Casualty Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of December, 2011.



SARA ANDERSON
SARA ANDERSON Assistant Secretary

VOID IF BOX IS EMPTY



DANE
& Associates
ELECTRIC COMPANY
(405) 686-0290

State License #1385

December 21, 2011

Attn:

SHAWNEE CIVIC & CULTURAL DEVELOPMENT AUTHORITY
Shawnee, OK 74804

RE: Basis of design for RV 50 Amp Pedestal Upgrade

Dane & Associates Electric is pleased to present you with this basis of design for the addition of 284 new 50Amp RV pedestals at the Heart of Oklahoma Exposition Center, Shawnee, Oklahoma

Inclusions:

- Provide labor and material to-
 - Demo all existing 30 amp RV pedestals
 - Demo all existing switch gear feeding existing pedestals.
 - Cordinate with OG&E to upgrade existing utility transformers.
 - Cordinate with OG&E to install new utility transformers in new locations.
 - Install new CT cans and meters at all utility transformer locations.
 - Install all new 284 specified 50 Amp RV pedestals in locations indicated on prints.
 - Install new 4/0 three conductor with 2/0 ground aluminum URD, direct burial cable from OG&E transformer to sets of four 50 amp RV pedestals.
 - PVC conduit from OG&E transformer to CT can.
- All work done in accordance with local and national codes.
- Necessary electrical permits and inspections.
- Coordinate with OG&E to get meter installed.
- Price effective for 90 days.
-

This proposal is hereby accepted and
Dane & Associates Electric is authorized
to proceed with the work.

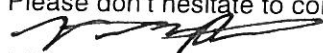
Signature: _____

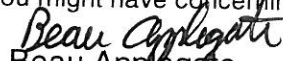
Printed Name: _____

Title: _____

Date: _____

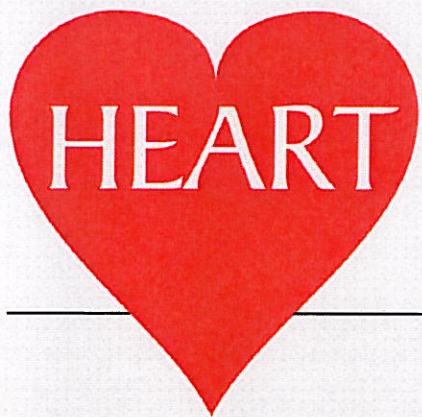
Please don't hesitate to contact us with any questions you might have concerning this project.


Vince Phillips
Service/Project Manager
vince@daneelectric.com
405-686-0290
405-412-1833


Beau Applegate
Service Support
Beau@daneelectric.com
405-686-0290
405-414-3142

SPECIFICATIONS
FOR
CONTRACT NO. EXPO RV 50 AMP UPGRADE
EXPO RV 50 Amp Pedestal Upgrade

Shawnee, Oklahoma



OF OKLAHOMA
EXPOSITION CENTER

Shawnee, Oklahoma

CHAIRMAN

Karl Kozel

SC&CDA Board Members

Randy Gilbert

Jim Lowe

Lance Wortham

Casey Bell

Carl Packwood

Brian McDougal

INFORMATION FOR BIDDERS

BIDS will be received by the HEART OF OKLAHOMA EXPOSITION CENTER, SHAWNEE, OKLAHOMA (herein called the "OWNER"), at EXPO until 12:30 p.m., December 22, 2011, and then at said office publicly opened and read aloud at 12:30 p.m.

BIDDERS ARE REQUIRED to obtain Contract Documents directly from the Heart of Oklahoma Exposition Center, and pay for said Contract documents and plans at the fee stated. Only BIDDERS who have met this requirement will have their bids acknowledged. The ORIGINAL COPY of the bid for each project will be filed with the Heart of Oklahoma Exposition Center together with a sworn noncollusion and business relationship affidavits 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 person, any part of the contract or subject matter of the bid.

Each BID must be submitted in a sealed envelope, addressed to the Heart of Oklahoma Exposition Center, at the office stated above. Each sealed envelope containing a BID must be plainly marked on the outside as BID for CONTRACT NO. EXPO RV 50 AMP UPGRADE and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at SHAWNEE CIVIC & CULTURAL DEVELOPMENT AUTHORITY, Shawnee, OK 74804.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required in each bid package.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of EACH PROJECT. Information obtained from an officer agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

A BID bond payable to the OWNER must accompany each BID FOR EACH PROJECT for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Contract, Statutory and Performance BONDS have been executed and approved after which it will be returned. A certified check may be used in lieu of a BID BOND.

A Performance BOND, and a Statutory BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

CONTRACTOR shall also submit a MAINTENANCE BOND, requirements for such set forth in the Contract Documents.

Attorneys-in-fact who sign BID BONDS or Statutory BONDS and Performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance, Statutory and Maintenance Bonds within ten [10] calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten [10] days of receipt of acceptable Performance, Statutory, and Maintenance BONDS and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the bidder may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten [10] days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten- [10] day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for the reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

Bidders on this work will be required to comply with Title VI of the Civil Rights Act of 1964, and with the President's Executive Order 11246, as amended. The requirements for Bidders and Contractors under this order are indicated in the Contract Documents.

Inspection trips for prospective BIDDERS may be arranged through Mike Jackson with the Heart of Oklahoma Exposition Center. His address is 1700 West Independence, Shawnee, OK 74804.

INSTRUCTIONS AND FORMS

DIVISION I

BID FORM
CONTRACT NO. EXPO RV 50 AMP UPGRADE
EXPO RV PEDESTAL UPGRADE

Shawnee Civic & Cultural Development Authority

SUBMITTED TO:

Shawnee Civic & Cultural Development Authority
The Heart of Oklahoma Exposition Center
1700 West Independence
Shawnee, OK 74804

1. The undersigned Bidder declares that before preparing this bid he read carefully the Instructions to Bidders and the plans and detailed specifications and that his bid is made with full knowledge of the kind, quality and quantity of the materials or services to be furnished.
2. The undersigned bidder offers and proposes to furnish the materials, equipment, or other services hereinafter set forth, in the manner and under the conditions and in accordance with the specifications on file in the office of the City Clerk of the City of Shawnee, Oklahoma, the following bid prices:

SEE PARAGRAPH 4 - **BID SCHEDULE**
CONTRACT NO. COS-PW-11-04

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that;
 - (a) Bidder has examined copies of all Bidding Documents and of the following Addenda (receipt of all that is hereby acknowledged):

DATE	NUMBER
------	--------

- (e) Bidder has reviewed and checked all information on data shown or indicated on the contract documents with respect to existing facilities at or contiguous to the site and assumes responsibility for the accurate location of said facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said facilities are or will be required by Bidder in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and written resolution thereof by Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder or submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete the work for the following price(s):

SEE BID SCHEDULE - CONTRACT NO. EXPO RV 50 AMP UPGRADE ATTACHED

5. Bidder agrees that the work will be substantially complete within 182 calendar days, after the date when the Contract Time commences to run as provided in Section 011 of the Supplemental General Conditions, and complete and ready for Final Payment within the 182 calendar days after the date when the Contract Time commences to run. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

- a) Required Bid securities in the form of certified or bank check or a bid bond in the amount of 5% of total bid price;
- b) A tabulation of Subcontractors, suppliers, and other persons and organizations required to be identified in this Bid; and
- c) Bid Affidavits.

7. Communications concerning this Bid shall be addressed to the address listed on the following page unless otherwise indicated as follows:

NAME: _____

ADDRESS: _____

PHONE: _____

ZIP CODE: _____

FAX NO.: _____

CONTACT PERSON: _____

8. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

DELIVERY DATE: (per specification)

BID AFFIDAVITS

The following affidavits are to accompany the bid;

A. Non-collusion Affidavit

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the Shawnee Municipal Authority/City of Shawnee, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

BIDDER

By: _____

Subscribed and sworn to before me this _____ day of _____, 2011.

NOTARY PUBLIC

(SEAL)

My Commission Expires

B. BUSINESS RELATIONS AFFIDAVIT

STATE OF _____)

COUNTY of _____)

_____, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed with one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Subscribed and sworn to before me this _____ day of _____ 2011.

(SEAL)

NOTARY PUBLIC

My Commission Expires

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
as Principal, and _____ as Surety, are hereby held
and firmly bound unto the Shawnee Civic & Cultural Development Authority as OWNER in the
penal sum of _____ DOLLARS, for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns.

Signed, this _____ day of _____, 2011. The Condition of the above
obligation is such that whereas the Principal has submitted to _____ a
certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for
the construction of EXPO RV PEDESTAL UPGARDE, CONTRACT NO. EXPO RV 50 AMP
UPGRADE.

NOW, THEREFORE,

[a] If said BID shall be rejected, or

[b] If said BID shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto [properly completed in accordance with said BID] and shall
furnish a Bond for his faithful performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall in all other
respects perform the agreement created by the acceptance of said BID, then obligation shall be
void, otherwise the same shall remain in force and effect; it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by the extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by proper officers, the day and year first set forth above.

_____[L.S.]
Principal

Surety

By:_____

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.

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2011 by and

between _____ Shawnee Civic & Cultural Development Authority _____, Hereinafter called
(name of owner or individual)

“OWNER” and _____, doing business as an individual, or
(contractor name)

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:

**CONTRACT NO. EXPO RV 50 AMP UPGRADE
EXPO RV 50 AMP PEDESTAL UPGRADE**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
 3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of receipt of the Notice to Proceed, and will complete the same within 182 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
 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 \$ _____ or as shown in the Bid Schedule.
- A. The term “CONTRACT DOCUMENTS” means and includes the following:
- A. Notice to Bidders
 - B. Information to Bidders
 - C. Bid form and Schedule
 - D. Bid Bond
 - E. Construction Agreement
 - F. Performance Bond
 - G. Statutory Bond
 - H. Maintenance Bond

I. Specifications prepared or issued by The Shawnee Civic & Cultural Development Authority..

J.. Addenda # _____ dated _____.

6. The OWNER will pay the CONTRACTOR in partial payments as work is performed with final payment to be made upon the acceptance of the project by the Board of Trustees of the Heart of Oklahoma Exposition Center.
7. This Agreement shall be binding upon all parties hereto and their respective 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 three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

SHAWNEE CIVIC & CULTURAL DEVELOPMENT
AUTHORITY

(SEAL)

ATTEST:

Brian E McDougal Secretary/Treasurer

BY _____

NAME Karl Kozel

TITLE Chariman

(SEAL)

ATTEST:

BY _____
(signature)

NAME _____
(typed)

TITLE _____
(Secretary/Treasurer)

CONTRACTOR:

(name of firm)

BY _____
(signature)

NAME _____
(typed)

TITLE _____
(President/Vice President)

ADDRESS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

a corporation, hereinafter called Principal, and

hereinafter called Surety, are held and firmly bound into

Shawnee Civic & Cultural Development Authority

1700 West Shawnee, OK 74802-1448

hereinafter called Owner,

in the penal sum of _____

_____ Dollars, (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2011, a copy of which is hereto attached and made a part hereof for the construction of:

CONTRACT NO. EXPO RV 50 AMP UPGRADE **EXPO RV 50 AMP PEDESTAL UPGRADE**

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 three (3) counterparts each one of whom shall be deemed an original, this _____ day of _____, 2011.

(SEAL)

ATTEST:

Principal Secretary

Principal

BY _____

Address

Witness as to Principal

Address

(SEAL)

WITNESS:

Surety

Witness as to Surety

BY _____
Attorney-in-Fact

Address

Address

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.

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That as Principal, and 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 _____ in the penal sum of _____
(State or Other Entity)

_____ Dollars (\$ _____)

in lawful money of the United States of America, for 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 _____, 2011.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with

_____ dated _____, 2011, for
(State or Other Entity)

CONTRACT NO. EXPO RV 50 AMP UPGRADE, EXPO RV 50 AMP PEDESTAL UPGRADE
all in compliance with the plans and specification therefore, made a part of said Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

In WITNESS WHEREOF, the said Principal has caused these presents to be executed in its 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.

Principal:

BY _____

TITLE _____

(SEAL)
ATTEST:

BY _____

Name _____
Typed

Title _____

(SEAL)

SURETY: _____

BY _____
President

NAME _____
(Typed)

(SEAL)

ATTEST:

BY _____

Name _____
(Typed)

Title _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____,
as Principal, and _____,
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 _____

Dollars (\$ _____) 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 _____, 2011.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with
_____, dated _____, 2011, for
(State or Other Entity)

CONTRACT NO. EXPO RV 50 AMP UPGRADE, EXPO RV PEDESTAL 50 AMP UGRADE,

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

Contract and on file in the office of The Heart of Oklahoma Exposition Center, 1700 West Independence,
Shawnee, OK 74804.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Shawnee Civic & Cultural Development Authority 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 Shawnee Civic & Cultural Development Authority; 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 Civic & Cultural Development Authority 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:

Principal:

BY _____

TITLE _____

(SEAL)

ATTEST:

SURETY:

BY _____

Attorney-in-Fact

NAME _____

EQUAL OPPORTUNITY CLAUSE

(Provisions of subsections (1) through (7) of Section 202 of Executive Order 11246, as amended)

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order N. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

NOTE: - See Reverse Side of Last Sheet for Certification

I, _____, the undersigned, upon oath do depose and say that I have full knowledge of the above and foregoing account, that the said account is just, correct, due and according to law and that the amount claimed after allowing all just credits, is now due and wholly unpaid, and that I am authorized to make this affidavit, so help me God.

Notary Public: _____

BY: _____
Title

[illegible]

CONDITIONS OF CONTRACT

DIVISION II

DEFINITION OF TERMS

SECTION 000 DEFINITIONS

Wherever the words, forms or phrases herein defined, or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document or instruments herein contemplated or to which these specifications apply, the intent and meaning shall be interpreted as follows:

A.A.S.H.O.	The American Association of State Highway Officials.
Advertisement	All of the legal publications pertaining to the work contemplated or under contract.
A.N.S.I.	American National Standards Institute.
A.S.T.M.	The American Society for Testing and Materials.
Award	The decision of the Authority to accept the proposal of the lowest and best bidder for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefore, and to such other conditions as may be specified or otherwise required by law.
Authority	City of Shawnee
Bidder	Any person or persons, partnership, company, firm or corporation acting directly or through a duly authorized representative submitting a proposal for the work contemplated for, Oklahoma, a municipal corporation, acting through its duly authorized representatives.
City Auditor	The City Auditor of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
City Clerk	The City Clerk of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
City Manager	The Manager of the City of Shawnee, Oklahoma.
City Treasurer	The City Treasurer of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
Construction Bond	The approved form of security furnished by the Contractor and his Surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the plans, specifications and terms of the Contract.
Contract	The written agreement covering the performance of the work. The contract includes the Advertisement and Notice to Contractors Proposal, Bonds, Documents, including Special Provisions, Addenda, Plans or working/design drawings and any supplemental agreement pertaining to the work or materials therefore.

Contractor	The person or persons, partnership, company firm, or corporation entering into contract for the execution of the work, acting directly or through a duly authorized representative.
Commission	The Commission of the City of Shawnee, Oklahoma.
Detailed Drawings	Drawings will be furnished on 24" X 36" sheets.
Owner	The Heart of Oklahoma Exposition Center.
Engineer	Electrical Engineer
Furnish	To Supply.
Maintenance Bond	The approved form of security furnished by the Contractor and his Surety as a guarantee that he will maintain the work constructed by him in good condition for the period of time required.
Chairman	The Chairman of the Shawnee Civic & Cultural Development Authority. .
Municipal Counselor	The Municipal Counselor of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
Plan or Plans	All of the drawings pertaining to the contract and made a part thereof, including such supplementary drawings as the Engineer may issue from time to time, in order to elucidate other drawings or for the purpose of showing changes in the work as authorized under the Section, "Changes and Alterations," or for showing details not shown thereon.
Provide	To furnish and erect or install.
Special Provisions	The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the <u>General Provisions</u> and taking precedence over any conditions or requirements of the <u>General Provisions</u> with which they are in conflict.
Documents	The directions, provisions and requirements contained herein, together with the "Special Provisions" supplemental hereto, pertaining to the method and manner of performing the work or to the quantities or qualities of materials to be furnished under the contract.
Statutory Bond	The approved form of Surety set up and furnished by the Contractor and his Surety as a guarantee that he will pay, in full, all bills and accounts for materials and labor used in the construction of the work, as provided by law.
Surety or Sureties	The corporate body which is bound by such bonds as are required with and for the Contractor, and engages to be responsible for the entire and satisfactory fulfillment of the contract and for any and all requirements as set out in the specifications, contract or plans.

The Work	All work, including the furnishing of labor, materials, tools, equipment and incidentals, to be performed by the Contractor under the terms of the Contract.
Working Day	Any day, other than a legal holiday, Saturday or Sunday, on which the approximate normal working forces of the Contractor may proceed with regular work in a manner satisfactory to the Owner, for at least six (6) hours, toward completion of the work, unless work be suspended for causes beyond the Contractor's control, provided that Saturday, Sunday and holidays on which the Contractor's forces do engage regular work will be considered as working days.
Resolution	Establishing a Contractors Pre-qualification Board: adopting standards and procedures therefore; and requiring board examinations and approval of bidders or public improvement work.
Owner	Shawnee Civic & Cultural Development Center

BID REQUIREMENTS

COMPREHENSIVE GENERAL SCOPE AND DETAILED REQUIREMENTS FOR THE BID

1. All labor, material, services and skilled supervision necessary for completion of the project in a first class manner as required and/or as listed below:
2. Electrical upgrade of 284 RV spaces.
3. The new electrical distribution system design will be based on a 100% demand factor. The new electrical distribution system will include but not be limited to copper wire, switch gears, panel boards, over current devices, service feeders, branch circuits and related components. All electrical work will be installed according to all local, state and national electrical codes.
4. The installing contractor shall be responsible for locating all underground utilities, but not limited to, natural gas, electric, water, sewer, cable TV and telephone.
5. The owner shall be responsible for locating and staking and underground facilities that are not utility related. The owner accepts responsibility for damage to such facilities that are not properly located or staked.
6. Trenching depth and width shall be adequately sized for the underground wiring system to meet local and National Electrical Codes.
7. Trenching shall be back-filled with excavated soil and compacted to approximately the same density of the surrounding soil to minimize settlement.
8. UL listed RV power pedestal assembly will contain 50 amp 120/240 volt RV receptacle and 20 amp 120 volt GFCI receptacle with breaker type over current protection mounted to 6' feed through pedestal.
9. Demo all existing circuitry and electrical equipment.
10. All materials and workmanship shall comply with all applicable codes, documents, local ordinances, industry standards, latest edition of the NEC, and utility company regulations. In no case will work or materials inferior to these documents be accepted even if permitted by code.
11. The contractor must use planned project phasing and coordinate with Expo management so that the facility can hold scheduled events during the course of the project. (Electrical service to portions of the RV spaces must be available during scheduled events.)
12. Contractor will coordinate with OG&E and include all costs of new electrical service supplied by Utility including but not limited to required trenching, backfill, raceways, concrete pads for transformer and tap cabinets as required by OG&E. Include all associated cost in your bid.
13. The contractor shall coordinate all utility works with OG&E for connection of that equipment. All electrical service requirements shall be coordinated and confirmed with OG&E by the contractor prior to bidding to insure that arrangement shown is acceptable to OG&E. Include all associated cost in your bid.
14. All materials shall be new and shall bear the manufacturer's name, trade name and the UL label in every case where a standard has been established for the particular material. The equipment shall be essentially the standard product of a manufacturer regularly engaged in the production of the required type of the equipment and shall be the manufacturer's latest and approved design.

15. Equipment and materials of the same general type shall be of the same make through the work to provide uniform appearance, operation and maintenance.
16. Provide detailed bid including Basis of Design, Detailed Layout Drawings on 24" X 36" sheets, Bonding, Insurance, Completion date.
17. Successful bidder will supply detailed dwg drawings signed and sealed by Licensed Engineer for signatory approval by Expo Mgmt before commencing equipment procurement or any project site work.
18. Contractor to provide as built dwg drawings to Expo Mgmt at the project completion. Does not require Engineer stamp.
19. Cleaning: The contractor shall not allow waste material or rubbish, caused by his employees, to accumulate in or about the premises, but shall promptly remove same. At the completion of the day's work, all rubbish and tools and surplus material shall be removed from the premises, and all work shall be left clean and ready for use.

SCOPE OF WORK

SECTION 001 INTENT OF PLANS AND DOCUMENTS

The intent of the plans and documents is to prescribe a complete work or improvement, which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The contractor shall do all work as provided in the plans, special provisions, documents, proposal and contract and shall do such additional extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. He shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

SECTION 002 SPECIAL PROVISIONS

Should any work or any conditions that are not thoroughly or satisfactorily stipulated or covered by the general or standard specifications be anticipated on any proposed work, "Special Provisions" for such work may be prepared and shall be considered as a part of the specifications and contract.

SECTION 003 INCREASED OR DECREASED QUANTITIES OF WORK

The Owner reserves the right to alter the quantities of the work to be performed or to extend or shorten the improvement at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased, at the contract unit prices if applicable.

SECTION 004 ALTERATIONS OF PLANS AND DOCUMENTS

The Owner reserves the right to make such changes in the plans and in the character of the work and approved by the Owner as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and documents or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract.

SECTION 005 EXTRA WORK

When any work is necessary to the proper completion of the project for which no prices are provided in the proposal or contract, the Contractor shall do such work, prior to acceptance by the Owner.

SECTION 006 FINAL CLEANING UP

Upon completion of the work and before acceptance the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees and debris of any kind. He shall leave the site of the work in a neat and orderly condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Owner.

CONTROL OF THE WORK AND MATERIALS

SECTION 007 AUTHORITY OF ENGINEER

All work shall be done under the supervision of the Owner and to his satisfaction. He shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of construction, interpretation of the plans and documents, acceptable fulfillment of the contract, and suspension of work.

SECTION 008 DETAIL SHOP AND WORKING DRAWINGS FURNISHED BY CONTRACTORS

The contractor shall submit to the Owner for approval, such additional shop and working drawings of structures or equipment as may be required, and, prior to the approval of such drawings by the Owner, any work done or materials ordered shall be at the Contractor's risk.

SECTION 009 CONFORMITY WITH PLANS. ALLOWABLE DEVIATIONS

All work shall conform to the documents. All deviations from the documents will be accomplished by change orders prepared by the Owner and approved by the Owner. All change orders shall be in writing. Three copies shall be furnished to the Owner.

Change orders shall include the following:

1. Complete detail of work contemplated
2. Complete justification

SECTION 010 EXISTING STRUCTURES NOT SHOWN ON PLANS

The plans show the location of certain existing surface and subsurface structures. The Owner assumes no responsibility for failure to show any or all structures on the plans or to show them in their exact location, if applicable.

SECTION 011 COORDINATION OF PLANS, DOCUMENTS, AND SPECIAL PROVISIONS

Not applicable.

SECTION 012 COOPERATION OF CONTRACTOR

The Contractor shall have a set of plans and documents available at all points where a separate construction crew is working. The Contractor shall give to the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the Owner and his inspectors and with other contractors in every way possible. The Contractor shall provide a competent Superintendent on the work at all times who is fully authorized as his agent on the work. Such Superintendent shall be capable of reading and thoroughly understanding the plans and documents and shall receive and fulfill instructions from the Owner or his authorized representative. The Contractor and his Superintendent shall provide all reasonable facilities to enable the Owner and his inspectors to inspect the workmanship and materials entering into the work.

SECTION 013 CONSTRUCTION STAKES

Not applicable.

SECTION 014 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

The Contractor shall not start delivery of materials until the Owner has approved the source of supply. Only materials conforming to the requirements of these documents shall be used in the work and such materials shall be used only after written approval has been given by the Owner and only, so long as the quality of said material remains equal to the requirements of the documents. The contractor shall furnish approved materials from other sources if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable.

SECTION 015 MATERIALS AND WORKMANSHIP

The Contractor shall submit samples of materials, finish, appliances, etc., when required by the Owner, and the Owner in writing must approve all such samples before the work is executed and all work shall conform in all respects to the approved samples. Any work, which does not conform to the approved samples, will be rejected, and shall be removed and replaced by work that does so conform.

SECTION 016 SAMPLES AND TESTS OF MATERIALS

Not applicable.

SECTION 017 STORAGE OF MATERIALS

Not applicable.

SECTION 018 INSPECTION

The Contractor shall furnish the Owner with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans and documents. If the Owner requires, the Contractor shall at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed, for inspection. After inspection, the Contractor shall restore said portions of the work to the condition required by the documents.

SECTION 019 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work, which has been rejected or condemned, shall be repaired, or, if it cannot be satisfactorily repaired it shall be removed and replaced at the Contractor's expense. Defective materials shall be removed immediately from the site of the work.

SECTION 020 CORRECTION OF WORK AFTER FINAL ACCEPTANCE

Neither the final certificate nor acceptance nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of two years from the date of substantial completion. The Expo shall give notice of observed defects with reasonable promptness.

SECTION 021 FINAL INSPECTION

The Owner shall make final inspection of all work included in the contract or any portion thereof as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the Owner at the time of such inspection, he shall inform the contractor as to the particular defects to be remedied before final acceptance can be made.

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

SECTION 022 LAWS TO BE OBSERVED

The Contractor shall, at all times, observe and comply with all Federal and state laws and City ordinances and regulations which in any manner affect the conduct of the work and shall observe and comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. The Contractor and his Surety shall defend, indemnify and save harmless the City and all its officers, agents, employees and servants against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by himself or his employees.

SECTION 023 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary and incidental to the due and lawful prosecution of the work including those established by ordinances in connection with paving removal and replacement.

SECTION 024 PATENTED DEVICES, MATERIALS AND PROCESSES

If the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually understood and agreed that without exception the contract prices shall include all royalties or costs arising from patents, trademarks and copyrights in any way involved in the work. The Contractor and the Surety shall defend, indemnify and save harmless the Owner and all its officers, agents, and employees from all suits, actions or claims of any character, name and description brought for or on account of infringement or alleged infringement by reason of the use of any such patented design, device, material or process or any trademark of copyright used in connection with the work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of any action or actions, suit or suits which may be commenced against the Owner for any such infringement or alleged infringement at any time during the prosecution or after the completion of the work contracted for herein. It is mutually agreed that the Owner may give written notice of any such suit to the Contractor, and thereafter the Contractor shall attend to the defense of the same and save and keep harmless the Owner from all expense, counsel fees, cost liabilities, disbursements, recoveries, judgments and executions in any manner growing out of, pertaining to or connected therewith.

SECTION 025 SANITARY PROVISIONS

The Contractor shall establish and enforce among his employees such regulations in regard to cleanliness and the disposal of garbage and waste as will tend to prevent the inception and spread of contagious or infectious diseases and to effectively prevent the creation of a nuisance about the work or any property, either public or private and such regulations as are required by the Owner shall be put into effect immediately by the Contractor. The necessary sanitary conveniences for the use of laborers on the work properly secluded from public observation shall be constructed and maintained by the Contractor and the Contractor shall strictly enforce their use. All sanitary laws and regulations of the City and the State of Oklahoma shall be strictly complied with.

SECTION 026 PUBLIC CONVENIENCE AND SAFETY

Materials stored about the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction of the traveling public than is considered necessary by the Owner. The Contractor shall make provisions by bridges or otherwise, at all cross streets, highways, sidewalks and private driveways for the free passage of vehicles and pedestrians, provided that, where bridging is impracticable or unnecessary in the opinion of the Owner, the Contractor may make arrangements satisfactory to the Owner for the diversion of traffic and shall, at his own expense, provide all materials and perform all work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic. Sidewalks must not be obstructed unless by special permission of the Owner. Neither the materials excavated nor the construction materials or plant used in the construction of the work shall be placed so as to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes for electric, telephone, telegraph or traffic signal conduits, sewers or fire alarm or police call boxes in the vicinity. The Owner reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-one (24) hours' notice in writing to the Contractor, save in cases of emergency when it shall have the right to remedy any neglect without notice and, in either case, the cost of such work done by the Owner shall be paid prior to acceptance of the project. The Contractor shall notify the Traffic Control Office, The Fire Department Headquarters, and Police Headquarters when any street is closed or obstructed, and when directed by the Engineer shall keep any street or streets in condition for unobstructed use by fire apparatus. Where the Contractor is required to construct temporary culverts or bridges or make other arrangements for crossings over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

SECTION 027 PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS OR RIGHT-OF-WAY

For the performance of the contract, the Contractor will be permitted to occupy such portions of streets or alleys, other public places or other rights-of-way as provided for in the ordinances of the City, as shown on the plans or as permitted by the Owner. A reasonable amount of tools, materials and equipment for construction may be stored in such space but not more than is necessary to avoid delays in the Construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed, nor inconvenience occupant of adjoining property. Other contractors of the City may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors of the City, all reasonable facilities and assistance for the completion of the adjoining work. He shall provide any additional grounds desired by the Contractor for his use at his own expense.

SECTION 028 RAILWAY CROSSINGS

When the work encroaches upon the right-of-way of any railway the Owner will secure for the Contractor all the necessary contracts, easements or authority to enter upon such right-of-way for the prosecution and completion of the work. Where railway tracks are to be crossed, the railway company, if it elects to do so, will construct the necessary bridges, trestles, cribs or other excavation during the time of construction of the work, and the cost of construction of such bridges, trestles, cribs or other structures shall be paid to the railway company by the contractor together with the necessary cost of any supervision or other incidental expense which may be required by the railway company while the work is in progress on the right-of-way of the railway company, and all such costs shall be taken into consideration by the Contractor in submitting proposals. The Contractor shall take such special precautions for the safety of the work and the traveling public as may be necessary by sheeting, bracing and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

SECTION 029 BARRICADES AND WARNING SIGNS

Where work is carried on in or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted white or yellow, so as to be visible at night. The paint shall be renewed as often as necessary to keep the barricades substantially covered. From sunset to sunrise the Contractor shall furnish and maintain at least one (1) light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect any new work. Failure to comply with this requirement will result in the Owner shutting down the work until the Contractor shall have provided the necessary protection. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Owner may order the damaged portion immediately removed and replaced by the Contractor at his expense, if, in the opinion of the Owner such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the City has accepted the project.

SECTION 030 USE OF EXPLOSIVES

Should the Contractor elect to use explosives in the prosecution of the work, the utmost care shall be exercised so as not to endanger life or property, and the Contractor shall carry on such work in accordance with the requirements of the section on Construction Details of these specifications and in compliance with the ordinances of the City and all laws of the State of Oklahoma. The Contractor shall notify the proper representatives of any public service corporation, any company or any individual not less than eight (8) hours in advance of any blasting which might damage their or his property along or adjacent to the work. Whenever explosives are stored or kept, they shall be stored in a safe and secure manner and all storage places shall be marked plainly, "DANGEROUS EXPLOSIVES," and shall be under the care of a competent watchman at all times.

SECTION 031 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks, etc., to all water, sewer, gas or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, any company or any individual not less than twenty-one (24) hours in advance of any work which might damage or interfere with the operation of their or his property along or adjacent to the work. He shall be responsible for all damage or injury to property of any character method of executing the work or due to his non-execution of the work or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his expense such property to a condition similar or equal to that existing before such damage or indirected, or he shall make good such damage for injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the Owner may, upon forty-eight (48) hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary and the cost thereof will be paid by the Contractor prior to final acceptance.

SECTION 032 PROTECTION AND PRESERVATION OF LAND MONUMENTS AND PROPERTY LINE MARKS

The Contractor shall protect carefully from disturbance or damage all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or markers must, of necessity, be disturbed or removed in the performance of the contract, the Contractor shall first give ample notice to the Owner, so that he may witness or reference in such monuments or markers.

SECTION 033 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor and his Surety shall defend, indemnify and save harmless the Owner and all its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work or through the use of unacceptable materials in constructing the work or by or on account of any act or omission, neglect or misconduct of the said Contractor or by or on account of any claim or amounts recovered by any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree.

SECTION 034 TEMPORARY ELECTRICAL CONNECTIONS

When existing electrical connections have to be taken up or removed the Contractor at his own expense shall provide and maintain temporary outlets and connections for all private or public power requirements.

SECTION 035 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE CITY

Not applicable

SECTION 036 USE OF FIRE HYDRANTS

The Contractor or his employees shall not open, turn off, interfere with, attach pipe or hose to or connect anything with any fire hydrant, stop valve or stopcock or tap any water main belonging to the City, unless duly authorized to do so by the Water Department.

SECTION 037 USE OF A SECTION OR PORTION OF THE WORK

Whenever in the opinion of the Owner any portion of the work or any structure is in suitable condition, it may be put into use by the written order of the Owner, approved by the Trust, and such usage will not be held to be in any way an acceptance of said work or structure or any part thereof or as a waiver of any of the provisions of these specifications or contract. Pending final completion and acceptance of the work, all necessary repairs or renewals on any section of the work so put into use, due to defective material or workmanship, or to natural causes other than ordinary wear and tear or to the operations of the Contractor shall be performed by and at the expense of the Contractor.

SECTION 038 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until written acceptance by the Owner as provided for in these documents, the work shall be under the charge and care of the Contractor, and he shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damage to any portion of the work occasioned by any of the above caused before acceptance.

SECTION 039 PERSONAL RESPONSIBILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions contained herein or in exercising any power or authority granted to him by the contract, there shall be no liability upon the Owner or his authorized assistants, either personal or as officials of the Owner, it being understood that in such matters he acts as the agent and representative of the Owner.

SECTION 040 WAIVER OR LEGAL RIGHTS

Inspection by the Owner or by any of his duly authorized representatives, any order, measurement, or certificate by the Engineer, any acceptance of any work or any possession taken by the Owner, shall not operate as a waiver of any provision of the contract or any power therein reserved to the Owner or any right of damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

SECTION 041 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this specification and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

SECTION 042 COMPENSATION AND DEATH LIABILITY INSURANCE

The Contractor shall maintain during the life of this contract Workmen's Compensation Insurance as prescribed by the laws of the State of Oklahoma and Employer's Liability Insurance in an amount not less than twenty-five thousand (\$25,000) dollars for all his employees employed at the site of the project, and in case any work is sublet the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In the event any class of employees engaged in hazardous work performed under this contract at the site of the project is not protected under this insurance heretofore mentioned, the Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

SECTION 043 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

(a) The Contractor and/or subcontractor shall maintain during the life of this contract such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as from claims from property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Bodily Injury Liability in the amount not less than \$500,000 for injuries including accidental death, to any one person, and subject to the same limit for each person, in amount not less than \$500,000 for one accident.

Property Damage Liability - Limits shall be carried in the amounts of not less than \$200,000 for any one accident and an aggregate limit of \$200,000.

(b) The Contractor shall provide Owner's Protective Liability Insurance, with this City as the named insured and the architects/engineers as additional insured, to protect the City and architects/engineers against claims arising out of operation of Contractors and other independent contractors, as well as omissions of supervisory acts of the City and architects/engineers in connection with the performance of the contract covered by these specifications in the following minimum amounts:

Bodily Injury Liability in the amount not less than \$500,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in an amount not less than \$500,000 for an accident.

Property Damage Liability - Limits shall be carried in the amounts of not less than \$200,000 for any one accident and an aggregate limit of \$200,000.

(c) The policies of insurance shall be executed by an insurance of indemnity carrier authorized to do business in the State of Oklahoma.

(d) Before awarding a contract the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

SECTION 044 PROOF AND CARRIAGE OF INSURANCE

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required.

PROSECUTION AND PROGRESS

SECTION 045 PROSECUTION OF WORK

The sequence of all construction operations shall at all times be as directed by or approved by the Engineer. Should the Contractor discontinue the prosecution of the work for any reason, he shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

SECTION 046 LIMITATIONS OF OPERATIONS

The Contractor shall conduct his work so as to create a minimum amount of inconvenience to the public. At any time when in the judgment of the Engineer the Contractor has obstructed or closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the Engineer may require the Contractor to finish the sections on which work is in progress before work is started on any additional section.

SECTION 047 CHARACTER OF WORKMEN AND EQUIPMENT

The Contractor shall employ such superintendents, foremen and workmen as are careful and competent and the Engineer may demand the dismissal of any person or persons employed by the Contractor, in, about or on the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Engineer, and such person or persons shall not be employed again thereon without the written consent of the Engineer. Should the Contractor continue to employ or again employ such person or persons without the written consent of the Engineer then the Engineer may withhold all estimates that are or may become due or may suspend the work until such orders are complied with.

All workmen shall have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work or in any trade shall have sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these specifications. Otherwise, the Engineer may take action as above prescribed.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner. All equipment, tools and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory work condition. Equipment on any portion of the work shall be such that no injury to the work or adjacent property will result from its use.

SECTION 048 DAY'S WORK: WORKING HOURS

Work shall be done only during regular and commonly accepted and prescribed working hours. No work shall be done nights, Saturdays, Sundays, or regular holidays unless a special order or permit is given by the Engineer so to do.

SECTION 049 TEMPORARY SUSPENSIONS

The Engineer shall have the authority to suspend the work wholly or in part for such period or periods, as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, and shall provide suitable drainage about the work and erect temporary structures where necessary. The Contractor shall not suspend work without written authority from the Engineer and shall proceed with the work promptly when notified by the Engineer to resume operations.

SECTION 050 MAINTENANCE BOND

A good and sufficient Maintenance Bond in an amount specified within these contract documents, of the total amount of the contract, guaranteeing the maintenance in good condition of such improvements for the period specified and after the time of the completion and acceptance by the City of said improvements, and as required in the contract documents elsewhere, thereafter, for a total maintenance period provision.

SECTION 051 GENERAL

No Surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the City. All bonds shall be made on forms furnished by the City and shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Council. The Contractor and the Surety shall execute each bond.

SUPPLEMENTAL GENERAL CONDITIONS

Section 001 OMISSIONS:

A. In the event that the specifications inadvertently omit some of the usual and customary work, auxiliary equipment or materials required for satisfactory installation and operation of all equipment, the contractor shall provide these items as directed by the architect/engineer at his own expense. The contractor will be assumed to be an experienced and qualified contractor in this type of work, and to have studied the purpose and operations of the equipment and the results to be obtained, and is to furnish equipment suitable for the work to be done.

B. In the event that the specifications inadvertently fail to contain a specification for work to be done and material to be furnished, then the standard current specification or requirements of the AWWA, ASTM, ASME, ASEE, NBFU or NEC shall apply. Should the above specification not apply, then the work done, equipment or material furnished, shall be as directed by the architect/engineer.

Section 002 - MAINTENANCE BOND

A maintenance bond in the amount specified within these contract documents shall be furnished, along with the contract, for approval of the owner. A Statutory Bond and Performance Bond shall be in the amount of 100% of the contract price and submitted along with the contract, for approval of the owner

Section 003

Engineer: Where engineer is used, it shall mean the City Engineer.

Section 004

The Attached Non-Collusion Affidavit and Business Relationships Affidavit shall be completed and submitted with the bid.

Section 005

The attached Claim or Invoice Affidavit shall be completed and submitted with each claim or invoice submitted for payment.

Section 006

Bidder understands that the Owner reserves the right to reject any or all bids.

Section 007 Telegraphic Modification

Any bidder may modify his bid by telegraphic communications at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the Owner will not know the final prices or terms until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

Section 008 Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Section 009 Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Section 010 Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure of refusal, the security deposit with his bid.

Section 011 Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work order within the time specified in the agreement. It is expressly understood and agreed that the said time for the completion of the work described herein is a reasonable time for the completion of the same. The Contractor may be required to furnish the Engineer with a tentative schedule, in a format acceptable to the Engineer, setting forth in detail the procedure he proposes to follow, and giving dates on which he expects to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations which will satisfy the Engineer that the work will be completed within the time period stated in the "Agreement", or extension thereof made as herein provided.

If the Contractor shall fail to complete the work within the time specified, then the Contractor agrees to pay to the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of one thousand dollars (\$1,000.00) for each and every calendar day of failure to complete the work after the specified time set forth in the "Agreement". The said dollar amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. In the event the Contractor does not maintain the work schedule accepted by the Engineer, a sum equal to the liquidated damages for the number of days the Contractor is behind schedule shall be retained by the City out of the partial payment requests (payment estimates) due the Contractor to complete the work or any part thereof in the time provided herein. The amount of the damages finally determined to be due the City, may be withheld from any sums determined to be due the Contractor hereunder, or otherwise, as provided by the contract and specifications.

Section 012 Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and employment of labor there on. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying his work, must employ such methods or means as will not to cause any interruption of or interference with the work of any other contractor.

Section 013 Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to: [Michael Jackson Heart of Oklahoma Exposition Center, Operations Manager, PO Box 1466 Shawnee, OK](#), and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

Section 014 Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications that deal with the following:

Regular Board of Commissioners

12.

Meeting Date: 01/17/2012

Sales Tax

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Sales Tax report received January, 2012.

Attachments

Sales Tax Report

City of Shawnee Memorandum

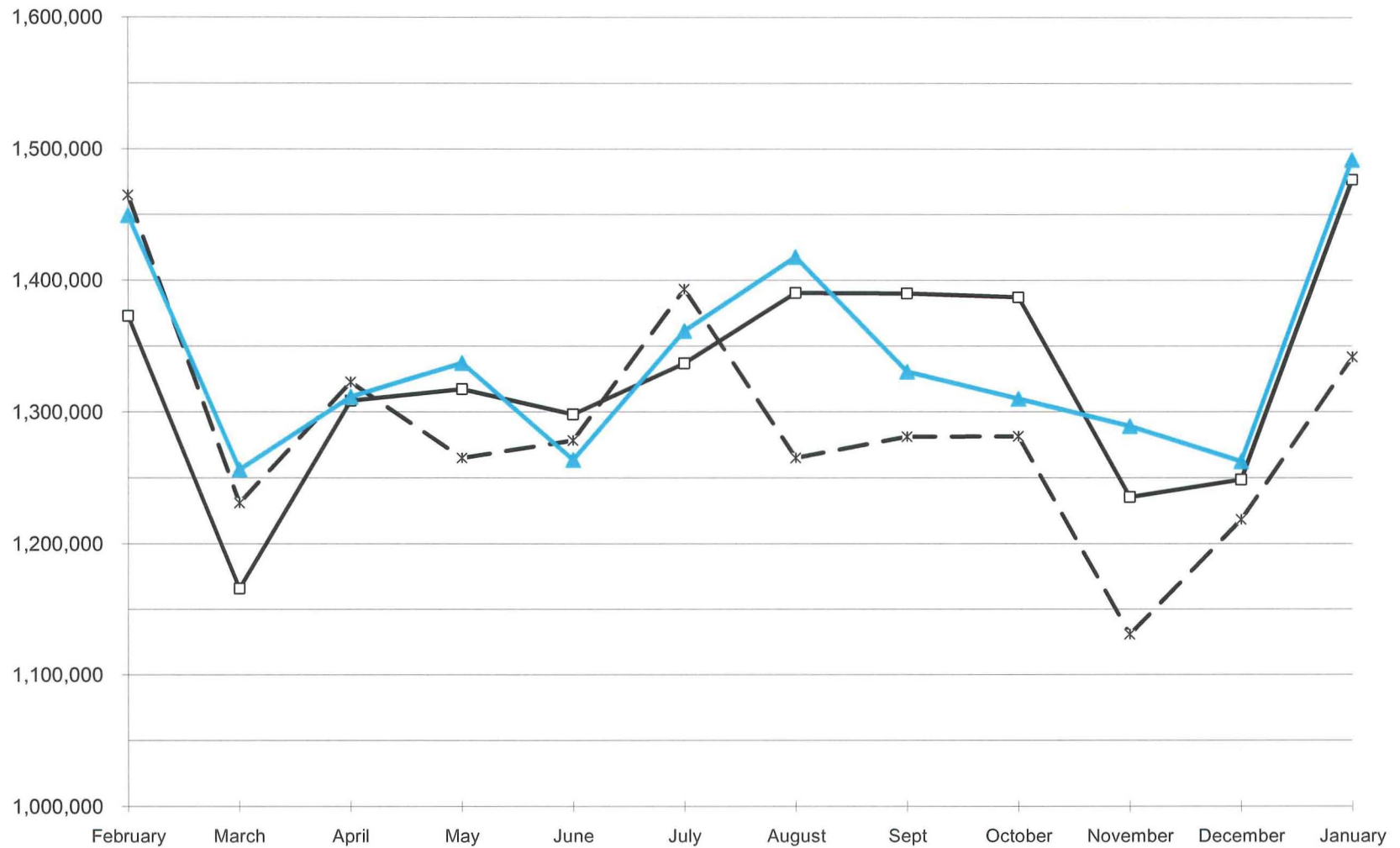
To: Mayor and City Commissioners
CC: Brian McDougal, City Manager
From: Cynthia R Sementelli, Finance Director
Date: January 10, 2012
Re: City Sales Tax Report



January Sales Tax receipts were up \$14,824 or 1.0% compared to last year receipts. The January sales tax amount received plus interest was \$1,491,647 which is approximately down 1.98% compared to the year to date budget amount. Compared to 2008 figures we were up by \$150,277 or 11.2%



**CITY OF SHAWNEE
SALES TAX COLLECTIONS
Feb 2010 thru Jan 2012**



- x— February 2009 through January 2010
- February 2010 through January 2011
- ▲— February 2011 through January 2012

	February 2009	February 2010	February 2011	Increase (Decrease)	
	through	through	through	Over Prior Year	
Month	January 2010	January 2011	January 2012	Amount	Percentage
February	1,464,546	1,372,608	1,448,966	76,358	5.56%
March	1,230,951	1,165,927	1,256,430	90,503	7.76%
April	1,322,381	1,308,463	1,311,387	2,924	0.22%
May	1,265,208	1,317,167	1,337,029	19,861	1.51%
June	1,278,401	1,298,026	1,263,777	(34,249)	(2.64%)
July	1,393,065	1,336,599	1,361,273	24,675	1.85%
August	1,265,208	1,390,086	1,417,308	27,222	1.96%
Sept	1,281,234	1,389,702	1,330,420	(59,282)	(4.27%)
October	1,281,416	1,386,987	1,309,924	(77,063)	(5.56%)
November	1,130,651	1,235,390	1,289,143	53,754	4.35%
December	1,218,404	1,248,649	1,262,401	13,752	1.10%
January	1,341,370	1,476,824	1,491,647	14,824	1.00%
Total	14,131,466	14,449,602	14,588,057	138,455	0.96%

Period	Prior Year Actual	Current Year Actual	Increase (Decrease) Over Prior Year	
Fiscal Year to Date	9,464,235	9,462,117	(2,118)	(0.02%)

Fiscal Year to Date Budget based on last year actual plus 2%

Period	Current Year Budget	Current Year Actual	Budget Variance Favorable (Unfavorable)	
Fiscal Year to Date	9,653,520	9,462,117	(\$191,403)	(1.98%)

Regular Board of Commissioners

13.

Meeting Date: 01/17/2012

Ordinance Fishing License

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider an ordinance amending municipal code regarding setting daily and annual fishing license fees at Shawnee Twin Lakes Numbers 1 and 2.

Attachments

Ordinance Fishing License

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND AMENDING SECTION 16-117(A) OF THE SHAWNEE MUNICIPAL CODE PROVIDING FOR THE SETTING OF FEES FOR DAILY AND ANNUAL FISHING LICENSES FOR SHAWNEE TWIN LAKES NOS. 1 AND 2, PROVIDING FOR REPEALER, PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY

WHEREAS, the Mayor and City Commissioners have determined it is in the interest of the public for there to be a daily and annual license for fishing at Shawnee Twin Lakes Nos. 1 and 2; and

WHEREAS, from time to time it is necessary to amend the amount charged for said licenses to cover the administrative costs of license issuance and enforcement; and

WHEREAS, the Mayor and City Commission have determined it is more economical for the citizens of the City of Shawnee for such fees to be set by Resolution rather than by Ordinance;

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE:

SECTION 1. Section 16-117(a) of the Shawnee Municipal Code is repealed and amended to read as follows:

Annual and daily fees. No person shall fish in the water of Shawnee Twin Lakes Nos. 1 and 2 without first obtaining a license to fish in the waters of the lakes, upon application to the person as may be designated by the city manager to issue the license and upon the payment of an annual license fee. Daily fishing licenses may be obtained upon payment of a daily license fee. A portion of the license fees may be kept by retail outlets other than the City of Shawnee for handling and processing the sales of such licenses, as allowed by the city manager. The amounts of the fees and the portion to be retained by retail outlets shall be set from time to time by Resolution of the Mayor and City Commissioners. No person shall go upon such lakes or upon the land owned by the City surrounding the lakes for the purpose of fishing without first having obtained a license to fish.

SECTION 2. Any section or subsection of any ordinances in conflict with this ordinance are hereby repealed.

SECTION 3: SEVERABILITY. The provisions of this ordinance are severable, and if any sentence, provision or other part of this Ordinance shall be held invalid, the decision of the courts so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION 4: EMERGENCY. It being necessary for the protection of the public health, safety and welfare, an emergency is hereby declared to exist and this ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this 17th day of January, 2012.

LINDA PETERSON, MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK
(SEAL)

EMERGENCY SEPARATELY MOVED AND APPROVED this 17th day of
January, 2012.

LINDA PETERSON, MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK
(SEAL)

Regular Board of Commissioners

14.

Meeting Date: 01/17/2012

Ordinance Hunting Licenses

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider an ordinance amending municipal code regarding setting daily and annual hunting license fees at Shawnee Twin Lakes Numbers 1 and 2.

Attachments

Ordinance Hunting License

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND AMENDING SECTION 16-183(A) OF THE SHAWNEE MUNICIPAL CODE PROVIDING FOR THE SETTING OF FEES FOR DAILY AND ANNUAL HUNTING LICENSES UPON THE WATERS AND FOR CITY OWNED AND CONTROLLED LAND SURROUNDING SHAWNEE TWIN LAKES NOS. 1 AND 2, PROVIDING FOR REPEALER, PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY

WHEREAS, the Mayor and City Commissioners have determined it is in the interest of the public for there to be a daily and annual license for hunting upon the waters and on the lands owned and controlled by the City surrounding Shawnee Twin Lakes Nos. 1 and 2; and

WHEREAS, from time to time it is necessary to amend the amount charged for said licenses to cover the administrative costs of license issuance and enforcement; and

WHEREAS, the Mayor and City Commission have determined it is more economical for the citizens of the City of Shawnee for such fees to be set by Resolution rather than by Ordinance;

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE:

SECTION 1. Section 16-183(a) of the Shawnee Municipal Code is repealed and amended to read as follows:

Any bona fide resident of the state may obtain a license to hunt upon the waters or the land owned and controlled by the City surrounding Twin Lakes Nos. 1 and 2, unless such hunting is otherwise restricted, upon payment of an annual license fee. Such persons in like manner may obtain a license to hunt for one day upon payment of a fee, except migratory fowl, but not excluding doves, provided that no person shall go upon such lakes or upon the land owned by the city surrounding the lakes for the purpose of hunting without first having obtained a permit to hunt. The amount of the fees shall be set from time to time by Resolution of the Mayor and City Commissioners.

SECTION 2. Any section or subsection of any ordinances in conflict with this ordinance are hereby repealed.

SECTION 3: SEVERABILITY. The provisions of this ordinance are severable, and if any sentence, provision or other part of this Ordinance shall be held invalid, the decision of the courts so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION 4: EMERGENCY. It being necessary for the protection of the public health, safety and welfare, an emergency is hereby declared to exist and this ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this 17th day of January, 2012.

LINDA PETERSON, MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK
(SEAL)

EMERGENCY SEPARATELY MOVED AND APPROVED this 17th day of
January, 2012.

LINDA PETERSON, MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK
(SEAL)

Regular Board of Commissioners

15.

Meeting Date: 01/17/2012

Resolution Fishing and Hunting Fees

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider a resolution setting the daily and annual hunting and fishing license fees at Shawnee Twin Lakes Numbers 1 and 2; and setting the retail businesses fees for issuing these licenses.

Attachments

Resolution Fishing and Hunting License Fees

RESOLUTION NO. _____

A RESOLUTION BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA, SETTING FEES FOR DAILY AND ANNUAL HUNTING AND FISHING LICENSES AT SHAWNEE TWIN LAKES NOS. 1 AND 2

WHEREAS, Section 16-117(a) of the Shawnee Municipal Code provides that the Mayor and City Commissioners of the City of Shawnee shall set the fees for the issuance of daily and annual hunting and fishing licenses for Shawnee Twin Lakes Nos. 1 and 2; and

WHEREAS, the Mayor and City Commissioners have determined that the current fees should be adjusted;

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

Section 1: The daily license fee shall be \$ 2.00 per day for a hunting license and \$3.00 for a fishing license.

Section 2: The annual license fee shall be \$8.00 per year for a hunting license and \$15.00 for a fishing license.

Section 3: Retail businesses authorized by the city manager to issue fishing licenses shall be entitled to keep \$1.00 for the daily license and \$1.00 for the annual license to recover its costs of issuance.

PASSED AND APPROVED this 17th day of January, 2012.

LINDA PETERSON, MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK
(SEAL)

Regular Board of Commissioners

16. a.

Meeting Date: 01/17/2012

Community Center Fire Suppression

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Community Center Fire Suppression System (Open)

Attachments

Bid Open Community Center Fire Suppression

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma, up to 4:00 p.m., Tuesday, January 3, 2012 for:

Community Center Fire Suppression System

Instructions and bid documents are available to qualified bidders at the City of Shawnee Fairview Cemetery Office located at 1400 N. Center Street, Shawnee, Oklahoma.

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 - Community Center Fire Suppression System January 3, 2012

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

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at 6:30 p.m., Tuesday, January 3, 2012.

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

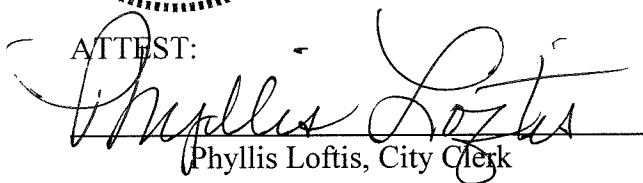
CITY OF SHAWNEE
A Municipal Corporation



Brian E. McDougal, City Manager



ATTEST:



Phyllis Loftis, City Clerk

Bidders List

**Superior Fire
2020 Nicklas Ave.
OKC, OK 73128**

**Control Fire Systems
Clayton White
3920 SW 149th
OKC, OK 73170**

**Firetrol Protection Systems Inc.
108 NW 132nd St
OKC, OK.**

**Williams Automatic Sprinkler Co.
136 NE 48th
OKC, OK 73108**

**Trans American Fire Sprinklers Inc.
4307 Prospect Ave.
OKC, OK 73129-6910**

**EPlan
eplan@eplanbidding.com
239-0704**

**Simplex Grinnell
2835 S. Utah Ave.
OKC, OK 73108-1758
Attn: JW Ward**

**Bid News
project@bidnews.com
Selena – 415-2530**

**Alpine Fire Protection Inc.
759 Industrial Dr.
Yukon, OK 73099-2852**

**Prime Vendor, Inc.
bids3@prime-vendor.com
1-800-746-9554**

**Atomic Services Inc.
2817 S Central Ave.
OKC, OK 73129**

**Lukinbill Inc.
409 Centennial Blvd.
Edmond, OK 73013**

**Express Fire Protection Systems Inc.
15500 Air Depot Blvd.
OKC, OK 73165
Attn: David Shearer**

**Oklahoma Vista Fire Sprinklers
Po Box 5564
Washington, OK 73093-9116**

Mayor
LINDA PETERSON



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

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

December 20, 2011

Notice to all bidders bidding on the **Community Center Fire Suppression System.**

This Addendum is hereby included in and made part of the Contract Documents, whether or not attached thereto.

ADDENDUM #1

1. The bid opening date has been revised from Tuesday January 3, 2011 to Tuesday January 17, 2012.

Bids will be received by the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma 74802-1448, until 4:00 p.m., Tuesday, January 17, 2012. BIDS filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at 6:30 p.m., Tuesday, January 17, 2012.

2. You must change the "Bid Date" on the front of your envelope to read:

**Community Center Fire Suppression System
January 17, 2012**

Failure to do so could result in your bid not being accepted.

Please Sign and date below and send a copy back to the address listed above or fax to 405-878-1593.

James Bryce
Director of Operations
City of Shawnee

Received by: _____

Company: _____

Date: _____

Regular Board of Commissioners

16. b.

Meeting Date: 01/17/2012

Sidewalk and Handicap Ramps Project

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Sidewalk/ADA Handicap Ramps Project (Various Locations) (Award)

Attachments

Bid Award - Sidewalks and ADA Handicap Ramps

Mayor
LINDA PETERSON



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

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

MEMORANDUM

Date: January 12, 2012

To: Brian McDougal, City Manager

From: John Krywicki, P.E., City Engineer

A handwritten signature in blue ink, appearing to be "JK", is written over the name "John Krywicki" in the "From:" line.

Re: Recommendation of Award for Contract No. COS-PW-11-05
Sidewalk/A.D.A. Handicap Ramps Project

At the January 3, 2012 City Commission meeting, bids were opened for the above referenced project. We received bids from four different contractors and have tabulated their bid results (attached).

Upon review of the submitted bids, staff recommends to award Contract No. COS-PW-11-05 to C-P Integrated Services in the amount of \$96,982.80 as the lowest and best bid received.

Please note that we have budgeted \$150,000 for this project this current FY11-12 Budget, and since the project is a "quantity based project", we will be having the Contractor do as much work as we can and still remain under the budgeted amount of \$150,000.

If you have any questions or need additional information, please advise.

COS-PW-11-05
SIDEWALK/ADA HANDICAP RAMPS PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY.		C-P Integrated Services		C-P Integrated Services		Nash Construction		Parathon Construction		Parathon Construction		Rudy Construction	
			NO.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	202 (C)	Unclassified Excavation	40.00	C.Y.	\$ 15.68	\$ 627.20	\$ 38.00	\$ 1,520.00	\$ 40.00	\$ 1,600.00	\$ 15.00	\$ 600.00				
2.	303	Agg. Base 3/8" Limestone Screenings	150.00	TONS	\$ 45.14	\$ 6,771.00	\$ 35.00	\$ 5,250.00	\$ 30.00	\$ 4,500.00	\$ 42.00	\$ 6,300.00				
3.		Removal of Concrete Sidewalk	1,250.00	S.Y.	\$ 15.39	\$ 19,237.50	\$ 15.00	\$ 18,750.00	\$ 9.00	\$ 11,250.00	\$ 7.50	\$ 9,375.00				
4.	414 (B)	4" Concrete Sidewalk	450.00	S.Y.	\$ 44.79	\$ 20,155.50	\$ 45.00	\$ 20,250.00	\$ 40.00	\$ 18,000.00	\$ 40.00	\$ 18,000.00				
5.	414 (B)	Sidewalk Ramps (4" Conc.)	800.00	S.Y.	\$ 48.43	\$ 38,744.00	\$ 60.00	\$ 48,000.00	\$ 65.00	\$ 52,000.00	\$ 70.00	\$ 56,000.00				
6.	619 (C)	Saw Cutting Existing Sidewalk/Paving	240.00	L.F.	\$ 6.97	\$ 1,672.80	\$ 3.00	\$ 720.00	\$ 10.00	\$ 2,400.00	\$ 5.00	\$ 1,200.00				
7.		Detectable Warning Surface (Tactile)	280.00	S.F.	\$ 34.91	\$ 9,774.80	\$ 20.00	\$ 5,600.00	\$ 40.00	\$ 11,200.00	\$ 45.00	\$ 12,600.00				
TOTAL AMOUNT OF BASE BID						\$ 96,982.80		\$ 100,090.00		\$ 100,950.00		\$ 104,075.00				

BID TABULATION SHEET

SIDEWALK/ADA HANDICAP RAMPS PROJECT
(VARIOUS LOCATIONS)

COS- PW-11-05

December 19, 2011

	<u>BIDDER</u>	<u>AMOUNT</u>
4	<u>RUDY CONSTRUCTION CO.</u> Oklahoma City, OK	<u>104,075⁰⁰</u>
2	<u>NASH CONSTRUCTION COMPANY</u> Oklahoma City, OK	<u>100,090⁰⁰</u>
1	<u>C-P INTEGRATED SERVICES, INC.</u> Oklahoma City, OK	<u>96,982.80</u>
3	<u>PARATHON CONSTRUCTION LLC</u> Edmond, OK	<u>100,950⁰⁰</u>

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., **Monday, December 19, 2011**, for:

BID: CONTRACT NO. COS-PW-11-05
SIDEWALK/ADA HANDICAP RAMPS 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 \$25.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$5.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, December 7, 2011, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.**

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

BID: CONTRACT NO. COS-PW-11-05
SIDEWALK/ADA HANDICAP RAMPS PROJECT (VARIOUS LOCATIONS)
DECEMBER 19, 2011

This project shall include **removal and replacement of roadway paving, culverts, and headwalls**. BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with the specifications as issued by the City of Shawnee. Should the successful BIDDER fail to deliver the service in full compliance with the specifications within forty-five (45) days after acceptance of his/her bid, the bidder's bond, certified check or cashier's check deposited with his/her bid will be retained as and for liquidated damages. The deposit of each unsuccessful bidder will be returned when his/her bid is rejected.

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., **Monday, December 19, 2011**. The City of Shawnee reserves the right to reject any and all bids.

(SEAL)
ATTEST:

Phyllis Loftis, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY:


Brian E. McDougal, City Manager

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-11-05
SIDEWALK/ADA HANDICAP RAMPS PROJECT
(VARIOUS LOCATIONS)

Business Name: RUDY CONSTRUCTION
Contact: PHIL PRATT
Address: PO BOX 14575
OKLAHOMA CITY, OK 73113
Telephone: 478-9900
Fax: 478-9901
Cell: _____
E-Mail: PPRATT@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: 12/07/11

Business Name: PARATHON CONSTRUCTION, LLC
Contact: JIMMY SMITH
Address: 3700 NE 140TH ST
EDMOND, OK 73013
Telephone: 202-0643
Fax: 1-866-391-1572
Cell: _____
E-Mail: JIMMY_SMITH@COXINET.NET
Paid for & Picked Up Specs: 12/05/11

Business Name: CP INTEGRATED SERVICES
Contact: STEVE CONLEY
Address: 3800 BEACON DRIVE
OKLAHOMA CITY, OK 73179
Telephone: 732-0532
Fax: 732-0502
Cell: _____
E-Mail: SCONLEY@THESHOP.NET
Paid for & Picked Up Specs: 12/05/11

Business Name: NASH CONSTRUCTION
Contact: BOBBY WOODROW
Address: 700 S. IRVING
OKLAHOMA CITY, OK 73129
Telephone: 672-2792
Fax: 672-1022
Cell: _____
E-Mail: NASHCON-BCW@COX.NET
Paid for & Picked Up Specs: 12/07/11

Business Name: CONNELLY PAVING COMPANY
Contact: MORGAN CONNELLY
Address: PO BOX 75450
OKLAHOMA CITY, OK 73147
Telephone: 943-8388
Fax: 946-5621
Cell: _____
E-Mail: MORGANPCONNELLY@GMAIL.COM
Paid for & Picked Up Specs: 12/07/11