

A M E N D E D  
AGENDA  
BOARD OF CITY COMMISSIONERS  
October 17, 2011 AT 6:30 P.M.  
COMMISSION CHAMBERS AT CITY HALL  
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

REV. LEROY KERBO  
OAK PARK CHURCH OF GOD

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 13.
  - b. Minutes from the October 3, 2011 regular meeting and October 10, 2011 special call meeting.
  - c. Acknowledge the following minutes and reports:
    - Shawnee Urban Renewal Authority minutes from September 7, 2011
    - Sister Cities Council minutes from August 9, 2011
    - Planning Commission minutes from August 3, 2011 and September 6, 2011
    - License Payment Report September 1-30, 2011
    - Project Payment Report September 1-30, 2011
  - d. Approve agreement with Housing Authority of the City of Shawnee for supplemental police services.
  - e. Acknowledge Pioneer Library System Audited Financial Statement ending June 30, 2011.
  - f. Authorize staff to advertise for bids on Community Center Fire Suppression System.
  - g. Authorize staff to let for bids the Expo Parking Lot Improvement Project.
  - h. Lake Lease Renewals
    - Lot 2 Fry Tract, 17404 Magnino Road  
H. Land and M. Land
    - Lot 3 / 4 Green Tract, 32105 Hornbeck Road  
J. Mankin and S. Mankin

- Lot 2 Damron Tract, 33705 Belcher Road  
B. Benton

3. Citizens Participation  
(A three minute limit per person)  
(A twelve minute limit per topic)
4. Mayor's Proclamation:  
"Boo on Bell Day"  
October 29, 2011
5. Public hearing and consider an ordinance rezoning property located at 1900 S. Gordon Cooper Drive from A-1; Agricultural to C-3; Automotive, Commercial and Recreation. Case #P11-11  
Applicant: React EMS
6. Public hearing and consider an ordinance rezoning property located at 422 W. Rosa from R-1; Single Family Residential to C-1; Neighborhood Commercial. Case #P12-11 Applicant: Chris Silvia
7. Consider approval of Rolling Hills Addition preliminary plat located at 111 N. Bryan. Case #S09-11 Applicant: Absentee Shawnee Housing Authority
8. Public hearing and consider an ordinance annexing 6.47 acres into the City. Applicant: North Rock Creek School
9. Presentation from Amy Dunn of Gateway regarding a Certified Healthy Community Grant.
10. Consider approval of Certified Healthy Community Grant application.
11. Consider Agreement between the City of Shawnee and Oklahoma Environmental Inc for doing mitigation and cleanup work for the Oklahoma Corporation Commission on Independence Street just west of Center Street.
12. Acknowledge Sales Tax report received October, 2011.
13. Consideration and action on Staff recommendation to update City's Workers Compensation leave policy (non-Union employees only).
14. Consider Bids:
  - a. Tapping Machine, Valve Insertion Equipment (Open)
  - b. Biosolids Land Application Apparatus (Open)
  - c. Safe Routes to School Infrastructure Project COS-PW-11-02 (Open)
  - d. Cutting and Mowing of Rank Weeds, and the Clean-Up of Trash and/or Debris (Open)

15. New Business

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

16. Administrative Reports

17. Commissioners Comments

18. Adjournment

Respectfully submitted

Phyllis Loftis, 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:** 10/17/2011

Open bids received

Submitted By: Donna Mayo, Administration

Department: Administration

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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 13.

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**Regular Board of Commissioners**

**2. b.**

**Meeting Date:** 10/17/2011

Minutes Reg Mtg 10-3-11 and Special Call Mtg 10-10-11

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Minutes from the October 3, 2011 regular meeting and October 10, 2011 special call meeting.

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Attachments

Minutes Reg Mtg 10-3-11

Minutes Spec Call Mtg 10-10-11

**BOARD OF CITY COMMISSIONERS PROCEEDINGS**  
**OCTOBER 3, 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, September 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

Absent

Commissioner Ward 2

James Harrod

Commissioner Ward 3

Billy Collier

Commissioner Ward 4-Vice Mayor

John Winterringer

Commissioner Ward 5

Steve Smith

Commissioner Ward 6

ABSENT: Pam Stephens, Frank Sims

INVOCATION

Rev. Mike Taylor  
New Beginnings Church

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Agenda.

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

AYE: Harrod, Collier, Winterringer, Smith, Peterson

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 10.
- b. Minutes from the September 19, 2011 regular meeting and September 26, 2011 special call meeting for work session
- c. Acknowledge the following minutes:
  - Airport Advisory Board minutes from August 17, 2011
- d. Authorize SMA staff to advertise for bids on purchase of sludge truck for the Northside Wastewater Treatment Plant.
- e. Authorize SMA staff to advertise for bids to rebuild the primary and intermediate clarifiers at the Southside Wastewater Treatment Plant.
- f. Authorize purchase of fire hose from funds listed as replacement of Turn-Out Gear funds.
- g. Approve agreement with the Oklahoma Tax Commission for Administration of the City of Shawnee Sales and Use Tax Ordinances. *(Deferred from August 15, 2011 meeting)*
- h. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Don Goforth.
- i. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Dan Cope.
- j. Approval of settlement of litigation Alan Gunter v. City of Shawnee WCC No.: 2009-15678A, Pottawatomie County No: CJ-2010-721; Billy Joe Mitchell v. City of Shawnee WCC No.: 2010-I3787H, Pottawatomie County No: CJ-20 10-721; David Block v. City of Shawnee WCC No.: 2009-14594X, Pottawatomie County No: CJ-2010-721; David Powell v. City of Shawnee WCC NO.: 2009-08538 H, Pottawatomie County No: CJ-20 I0-721 for \$60,000. (OMAG will reimburse City in the amount of \$10,000 total)
- k. Budget amendment to cover Workers Comp Settlement.

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

AYE: Harrod, Winterringer, Smith, Peterson, Collier

NAY: None

AGENDA ITEM NO. 3:

Citizens Participation  
(A three minute limit per person)  
(A twelve minute limit per topic)

There was no Citizens Participation.

AGENDA ITEM NO. 4:

Mayor's Proclamation:  
"Fire Prevention Week"  
October 10-14, 2011

Fire Chief Jimmy Gibson accepted the Mayor's Proclamation for "Fire Prevention Week" presented by Mayor Peterson.

AGENDA ITEM NO. 5:

City Manager's presentation of Employee of the Month to Christina Oldham, Police Department Dispatcher.

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

AGENDA ITEM NO. 6:

Consider a resolution of support to the Oklahoma Department of Transportation regarding the maintenance and reopening of rail service between Shawnee, Oklahoma and McAlester, Oklahoma.

Resolution No. 6410 was introduced and the title read aloud.

A RESOLUTION OF THE CITY OF SHAWNEE IN SUPPORT OF THE PROTECTION AND MAINTENANCE OF EXISTING RAIL LINES, AND THE REOPENING OF THE RAIL LINE BETWEEN SHAWNEE, OKLAHOMA AND MCALESTER, OKLAHOMA.

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A motion was made by Commissioner Harrod, seconded by Vice Mayor Collier, to approve the Resolution of Support to the Oklahoma Department of Transportation regarding the maintenance and reopening of rail service between Shawnee, Oklahoma and McAlester, Oklahoma. Motion carried 5-0.

AYE: Harrod, Collier, Winterringer, Smith, Peterson

NAY: None

AGENDA ITEM NO. 7:

Consider a resolution accepting the grant agreement for Airport Improvement Program (AIP) Project No. 3-40-0088-015-2011 Duns No. 09-160-2441 from the Federal Aviation Administration (FAA) at Shawnee Regional Airport to make airside improvements for the project; REHABILITATE RUNWAY 17/35 – PHASE 2 (CONSTRUCTION); AND IMPROVE RUNWAY 17/35 SAFETY AREA – PHASE 2 (CONSTRUCTION).

Resolution No. 6411 was introduced and the title read aloud.

A RESOLUTION ACCEPTING THE GRANT AGREEMENT FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECT NO. 3-40-0088-015-2011, DUNS NO. 09-160-2441 FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) AT SHAWNEE REGIONAL AIRPORT TO MAKE AIRSIDE IMPROVEMENTS FOR THE PROJECT; “REHABILITATE RUNWAY 17/35 – PHASE 2 (CONSTRUCTION); AND IMPROVE RUNWAY 17/35 SAFETY AREA – PHASE 2 (CONSTRUCTION)”.

A motion was made by Commissioner Winterringer, seconded by Vice Mayor Collier, to approve the resolution accepting the grant agreement for Airport Improvement Program (AIP) Project No. 3-40-0088-015-2011 Duns No. 09-160-2441 from the Federal Aviation Administration (FAA) at Shawnee Regional Airport to make airside improvements for the project; REHABILITATE RUNWAY 17/35 – PHASE 2 (CONSTRUCTION); AND IMPROVE RUNWAY 17/35 SAFETY AREA – PHASE 2 (CONSTRUCTION). Motion carried 5-0.

AYE: Winterringer, Collier, Smith, Harrod, Peterson

NAY: None

AGENDA ITEM NO. 8:

Consider a resolution authorizing execution of Right-of-Way, Public Utility, and Encroachment Agreement with the Oklahoma Department of Transportation (ODOT) for their SH102 Roadway Improvement Project {Project No. SSP-163C(165)SS}

Resolution No. 6412 was introduced and the title read aloud.

A RESOLUTION AUTHORIZING EXECUTION OF RIGHT-OF-WAY, PUBLIC UTILITY, AND ENCROACHMENT AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THEIR SH102 ROADWAY IMPROVEMENT PROJECT {PROJECT NO. SSP-163C(165)SS}

A motion was made by Commissioner Harrod, seconded by Vice Mayor Collier, to approve the resolution authorizing execution of Right-of-Way, Public Utility, and Encroachment Agreement with the Oklahoma Department of Transportation (ODOT) for their SH102 Roadway Improvement Project {Project No. SSP-163C(165)SS}. Motion carried 5-0.

AYE: Harrod, Collier, Winterringer, Smith, Peterson

NAY: None

AGENDA ITEM NO. 9:

Consider a resolution declaring certain items of city property surplus and donating said items to South Central Industries, as recommended by the Airport Advisory Board.

Resolution No. 6413 was introduced and the title read aloud.

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO

LONGER NEEDED FOR CITY PURPOSES;  
DESCRIBING SAID ITEMS; AND AUTHORIZING  
THE DONATION OF SAID ITEMS TO THE SOUTH  
CENTRAL INDUSTRIES.

A motion was made by Vice Mayor Collier, seconded by Commissioner Winterringer, to approve the resolution declaring certain items of city property surplus and donating said items to South Central Industries, as recommended by the Airport Advisory Board. Motion carried 5-0.

AYE: Collier, Winterringer, Smith, Harrod, Peterson

NAY: None

AGENDA ITEM NO. 10:

Consider Bids:

- a. Tapping Machine, Valve Insertion Equipment (Open)

**BIDDER**

**AMOUNT**

No bids received.

No action taken.

- b. Refurbish Screw Pumps Contract No. COS-SMA-12-01(Award)

**BIDDER**

**AMOUNT**

Rice Painting & Sandblasting, LLC  
Ponca City, OK

No Bid

Urban Contractors, Inc.  
Oklahoma City, OK

\$183,000.00  
\$3,500.00 – Alternate

J.S. Haren Company  
Athens, TN

\$171,700.00

Wynn Construction Co., Inc.  
Oklahoma City, OK

\$186,000.00

Utility Director Jim Bierd announced that three bids were received and after review and consideration it was staff's recommendation to award the bid to J.S. Haren of Athens, Tennessee in the amount of \$171,700.00.

A motion was made by Commissioner Harrod, seconded by Vice Mayor Collier, to accept staff's recommendation and award the bid to J.S. Haren Company in the amount of \$171,700.00. Motion carried 5-0.

AYE: Harrod, Collier, Winterringer, Smith, Peterson

NAY: None

- c. Lake Road Bridge Rehabilitation Project Contract No. COS-PW-11-03 (Award) *Deferred from 9-19-11 meeting*

City Engineer John Krywicki announced that four bids were received. All four bids were over the engineer's estimate. Items that could be done in-house were pulled from the project specifications from each bid received. After review and consideration it was staff's recommendation to award the bid to PbX Corporation of Sapulpa, Oklahoma in the amount of \$630,316.30, less the items to be done in-house. A change order for the new amount will be presented at the next commission meeting.

A motion was made by Commissioner Winterringer, seconded by Vice Mayor Collier, to accept staff's recommendation and award the bid to PbX Corporation in the amount of \$630,316.30, with a change order to lower the amount at the next meeting. Motion carried 5-0.

AYE: Winterringer, Collier, Smith, Harrod, Peterson

NAY: None

- d. Rehabilitate Runway 17-35; Grade Safety and Construction Connecting Taxiway. AIP Project 3-40-0088-015-2011- Contract No. COS-PW-11-01 (Award) *(Deferred from the 9-19-11 meeting)*

Assistant Airport Manager Rex Hennen announced that one bid was received and after review and consideration it was staff's recommendation to award the bid to Haskell Lemon Construction of Oklahoma City, Oklahoma in the amount of \$3,605,177.00. The bid project amount will be reduced to bring the cost



down in line with the grant. This will be presented at the next meeting as a change order to the contract.

A motion was made by Commissioner Harrod, seconded by Vice Mayor Collier, to accept staff's recommendation and award the bid to Haskell Lemon Construction in the amount of \$3,605,177.00, with a change order reducing the amount at the next meeting. Motion carried 5-0.

AYE: Harrod, Collier, Winterringer, Smith, Peterson

NAY: None

AGENDA ITEM NO. 11: New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 12: Administrative Reports

Justin Erickson, Community Development Director, reported the Downtown Shawnee Christmas Parade would be held again this year. Even though Downtown Shawnee association has disbanded, the annual parade will be held with volunteers and assistance from the City of Shawnee. Entry forms will be available on-line and through the Planning Department and are due back by November 15. Theme for the parade this year will be "Story Book Christmas" and will be held December 1, 2011 at 6:30 p.m.

Jim Bierd, Public Works Director, reported that water is being blended from the Shawnee Twin Lakes and Wes Watkins Reservoir. A line from each source is coming into the treatment plant and adjustments can be made there rather than having to make the balance adjustments off site. Shawnee Twin Lakes level is down approximately 6.3 feet which is the normal pool. Coming down to the normal pool after drought and such extreme high temperatures is very good. Wes Watkins Reservoir is down approximately 5.3 feet with another 7.5 feet that it can go down before affecting the recreation level.

AGENDA ITEM NO. 13:

Commissioners Comments

Commissioner Harrod inquired about the yield study progress. City Manager McDougal advised there would be a final meeting in November with the engineering firm then information would be presented to the commission.

Commissioner Harrod then inquired about the Hotel/Motel audit information received. Finance Director Cindy Sementelli reported this was the second year of the audit. The first year three properties were audited and this year there were four properties audited. One property was audited both years. The amount of the surcharge retained by the City of Shawnee pays for the audits.

Information on issuing some type of business licenses or permits was requested by Commissioner Harrod for the first meeting in November. He would like some way to monitor what businesses have sales tax permits and if they are remitting sales tax. City Attorney Mary Ann Karns advised with the new Oklahoma Tax Commission agreement we could receive listing of sales tax permits and collections. We will also be able to do our own enforcement on failure to remit sales tax and hotel/motel surcharge.

Mayor Peterson offered condolences to the families of the two Pottawatomie County Sheriff Reserve officers that lost their lives last Friday night. One of the officers, Mike Roberts, was a former city employee.

AGENDA ITEM NO. 14:

Adjournment

There being no further business to be considered, a motion was made by Commissioner Winterringer, seconded by Commissioner Smith, that the meeting be adjourned. Motion carried 5-0. (7:05 p.m.)

AYE: Winterringer, Smith, Harrod, Peterson, Collier

NAY: None

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LINDA PETERSON, MAYOR

ATTEST:

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DONNA MAYO, DEPUTY CITY CLERK

**BOARD OF CITY COMMISSIONERS**  
CITY OF SHAWNEE  
SPECIAL CALLED SESSION  
OCTOBER 10, 2011

The Board of City Commissioners met in Special Called Session at the City Commission Chambers at City Hall, 16 West 9<sup>th</sup> Street, Shawnee, Oklahoma, Monday, October 10, 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

Chairman

Pam Stephens

Commissioner Ward 1

Frank Sims

Vice Mayor

James Harrod

Commissioner Ward 3

Billy Collier

Commissioner Ward 4

John Winterringer

Commissioner Ward 5

Steve Smith

Commissioner Ward 6

Others in attendance were City Manager Brian McDougal, Deputy City Clerk Lisa Lasyone, Finance Director/Treasurer Cynthia Sementelli, City Attorney Mary Ann Karns, Justin Erickson, Mike Jackson, John Krywicki, Russell Frantz, Tim Burg, Steve Nolen, Jimmy Gibson and James Bryce. The media was represented by Kory Oswald, Shawnee News Star and Johnna Ray, Countywide News.

The Call for said meeting was entered upon the records by the City Clerk, said Call being as follows:

NOTICE OF A CALLED SPECIAL SESSION OF THE BOARD OF CITY  
COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA

TO THE CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA:

You and each of you are hereby notified that by virtue of a call issued by me on this 6<sup>th</sup> day of October, 2011, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee, Oklahoma at the City Commission Chambers at City Hall, 16 West 9<sup>th</sup> Street, Shawnee, Oklahoma at 6:30 p.m. on October 10, 2011, and you are hereby notified to be present at said meeting.

The purpose of said meeting will be discussion, consideration and possible action of capital improvement projects and methods of funding.

(SEAL)

ATTEST:

s/s Phyllis Loftis  
PHYLLIS LOFTIS  
CITY CLERK

s/s Brian McDougal  
BRIAN MCDUGAL  
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 6<sup>th</sup> day of October, 2012 at 4:21 o'clock p.m., and executed the same by delivering a true and correct copy thereof to each of the Commissioners of the City of Shawnee, Oklahoma as follows:

I delivered a true and correct copy to Mayor Linda Peterson  
via e-mail at 6:00 o'clock p.m. on October 6, 2011

I delivered a true and correct copy to Commissioner Frank Sims  
via e-mail at 9:21 o'clock a.m. on October 7, 2011

I delivered a true and correct copy to Commissioner John Winterringer  
via e-mail at 7:58 o'clock p.m. on October 9, 2011

I delivered a true and correct copy to Commissioner Steve Smith  
via e-mail at 4:21 o'clock p.m. on October 6, 2011 but no response was received

I delivered a true and correct copy to Commissioner James Harrod  
via e-mail at 10:16 o'clock p.m. on October 6, 2011

I delivered a true and correct copy to Commissioner Pam Stephens  
via e-mail at 4:21 o'clock p.m. on October 6, 2011 but no response was received

I delivered a true and correct copy to Commissioner Billy Collier  
via e-mail at 4:02 o'clock p.m. on October 7, 2011

s/s Phyllis Loftis  
City Clerk

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 10<sup>TH</sup> DAY OF OCTOBER, 2011 AT 6:30 O'CLOCK P.M. AT THE CITY COMMISSION CHAMBERS AT CITY HALL, 16 WEST 9<sup>TH</sup> STREET, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE DISCUSSION, CONSIDERATION AND POSSIBLE ACTION OF CAPITAL IMPROVEMENT PROJECTS AND METHODS OF FUNDING.

By virtue of the authority vested in me by Section 4, Article IV of the Charter of the City of Shawnee, Oklahoma, a Special Session of the Board of City Commissioners of the City of Shawnee, Oklahoma is hereby called to meet at the City Commission Chambers at City Hall, 16 West 9<sup>th</sup> Street, Shawnee, Oklahoma at 6:30 p.m. on October 10, 2011 to discuss, consider and possible action of the capital improvement projects and methods of funding.

Witness my hand this 6<sup>th</sup> day of October, 2012.

s/s Brian McDougal  
BRIAN MCDUGAL  
CITY MANAGER

(SEAL)

ATTEST:

s/s Phyllis Loftis  
PHYLLIS LOFTIS, CITY CLERK

CALL TO ORDER:

## DECLARATION OF A QUORUM

Roll was called with seven Commissioners present and a quorum was declared.

AGENDA ITEM NO. 1:                      Discussion, consideration and possible action of capital improvement projects and methods of funding.

The following department heads gave brief presentations regarding the proposed projects that may be included in the refinancing of the current bond.

Fire Chief Jimmy Gibson stated that the current Squad One is eleven (11) years old. The Squad One Apparatus he is requesting is a Squad One and a pumper. The cost is \$450,000.00 for the combined unit.

Director of Operations James Bryce spoke regarding several capital projects:

Regarding the proposed cemetery building, he stated it will be approximately 1,500 square feet at a cost of \$125 per square foot. This cost does not include the cost of the parking lot. There is \$68,000.00 in current budget for cemetery building.

Mr. Bryce also addressed the airport track, stating the proposal will widen the existing track to ten (10) feet.

Mr. Bryce estimated it will cost \$250,000.00 to repair the library roof. There is \$5,000.00 in the current budget for repairs to the library roof.

Mr. Bryce advised there is \$80,000.00 in the current budget for the Community Center Fire Suppression system.

City Planner Justin Erickson stated the Wayfinding Study was initially started in 2006. It outlined a consistent a theming pattern for the city, dividing it up into districts and providing signage to make locating businesses and recreation areas easier to find.

Chief Information Officer Steve Nolen advised the current City Hall phone system is outdated and telephone parts are getting harder to find. Further, there are no additional lines that can be added to the current system. Mr. Nolen noted there is \$175,000.00 in the current budget for City Hall Phone System.

City Engineer John Krywicki advised he would be requesting authorization to go out for bids for the Expo parking lot at the October 17, 2011 City Commission meeting. Expo Operations Manager Mike Jackson advised that electric in the RV lots needs to be upgraded to 50 amperage service. Further, the restrooms facilities in the RV lots need upgraded also.

Financial Advisor Chris Gander spoke regarding rates and scenarios for bond.

Commissioner Harrod requested the following be added to the total: (City Manager Brian McDougal listed Commissioner Harrods requested items on a large paper on the wall)

|                        |                      |
|------------------------|----------------------|
| Expo Parking Lot -     | \$1,300,000.00       |
| Expo RV Electrical -   | \$ 550,000.00        |
| Expo Comfort Station - | \$ 250,000.00        |
| Library Roof -         | \$ 250,000.00        |
| Airport Track -        | \$ 400,000.00        |
| Cemetery Building -    | \$ 500,000.00        |
| Squad One Apparatus -  | <u>\$ 465,000.00</u> |
| Total                  | \$3,715,000.00       |

A motion was made by Commissioner Sims to approve the attachment to the Agenda as presented for the \$3.4 million and to accept the list provided by Staff. The motion died for lack of a second.

A motion was made by Commissioner Harrod, seconded by Commissioner Winterringer, to adopt the program as outlined on the wall, which is:

|                        |                |
|------------------------|----------------|
| Expo Parking Lot -     | \$1,300,000.00 |
| Expo RV Electrical -   | \$ 550,000.00  |
| Expo Comfort Station - | \$ 250,000.00  |
| Library Roof -         | \$ 250,000.00  |
| Airport Track -        | \$ 400,000.00  |
| Cemetery Building -    | \$ 500,000.00  |

|                       |                |
|-----------------------|----------------|
| Squad One Apparatus - | \$ 465,000.00  |
| Total                 | \$3,715,000.00 |

not to exceed five (5) years and to include Pottawatomie County contributing \$200,000.00 and \$80,000.00 from the Pottawatomie County Home Finance Authority to be used for the Expo projects.

Commissioner Harrod later amended his motion, and Commissioner Winterringer amended his second, to reduce the amount to \$3,500,000.00 but to include the top three (3) items as priority projects, not to exceed five (5) years. Motion carried 4-3.

AYE: Harrod, Winterringer, Smith, Stephens

NAY: Sims, Peterson, Collier

AGENDA ITEM NO. 2:

ADJOURNMENT

There being no further business to come before the meeting, a motion was made by Commissioner Winterringer, seconded by Commissioner Harrod, that the meeting be adjourned. Motion carried 7-0. (8:37 p.m..)

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

NAY: None

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LINDA PETERSON,  
MAYOR

(SEAL)

ATTEST:

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PHYLLIS LOFTIS,  
CITY CLERK



**Regular Board of Commissioners****2. c.****Meeting Date:** 10/17/2011

Board/Commission/Committee Reports and Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

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**Information**

Title of Item for Agenda

Acknowledge the following minutes and reports:

- Shawnee Urban Renewal Authority minutes from September 7, 2011
- Sister Cities Council minutes from August 9, 2011
- Planning Commission minutes from August 3, 2011 and September 6, 2011
- License Payment Report September 1-30, 2011
- Project Payment Report September 1-30, 2011

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**Attachments**SURA Minutes 9-7-11Sister Cities Minutes 8-9-11Planning Minutes 8-3-11Planning Minutes 9-6-11License Payment Report Sept 2011Project Payment Report Sept 2011

## **SHAWNEE URBAN RENEWAL AUTHORITY**

### **MINUTES OF SEPTEMBER 7, 2011**

The Board of Commissioners of the **Shawnee Urban Renewal Authority** met for a regular meeting Wednesday, September 7, 2011 at 9:00 a.m. in the 4<sup>th</sup> Floor Conference Room, Masonic Building, 23 E. 9<sup>th</sup>, Room 440, Shawnee, Oklahoma.

**Vice-Chairman Monte Cockings** called the meeting to order at 9:10 a.m.

#### **AGENDA ITEM NO. 2**

##### **ROLL CALL:**

Roll call was taken showing the following members present:

|              |                 |
|--------------|-----------------|
| Commissioner | Tiffany Barrett |
| Commissioner | Monte Cockings  |
| Commissioner | Patty L. Nida   |

Absent:      Chairman                      Stephen Rice

Also present:

Justin Erickson, Program Director  
Mike Wolf, Program Manager, SURA  
Carla Clemons, Planning Assistant, SURA  
Elaine Shrum, Administrative Specialist, SURA  
Curtis Smith, Rehab Specialist, SURA

A quorum was declared.

#### **AGENDA ITEM NO. 3**

##### **APPROVAL OF MINUTES:**

A motion to approve the minutes of July 6, 2011 was made by **Commissioner Barrett**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

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

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

A motion to approve claims totaling \$ 26,415.81 was made by **Commissioner Barrett**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

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

**AGENDA ITEM NO. 5**  
**REQUEST FOR ASSISTANCE:**

**Curtis Smith, Rehab Specialist** reported on the following request:

a)     Home Repair:       Ollen & Katherene Deveraux, 900 N. Park

Mr. & Mrs. Deveraux are 85 and 78 years old respectively and have lived in their home 3 years. They are retired and income qualified. The structure needs foundation work and handicap assistance in the back.

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

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

b)     Emergency Assistance:   Travis & Leslie Gilbert, 1018 N. Park

Mr. & Mrs. Gilbert are 27 and 26 years respectively and have lived with their 4 children in the home for 2 years. They are income qualified. The structure needs a new roof.

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

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

**AGENDA ITEM NO. 6**  
**REQUEST FOR APPROVAL:**

Program Limits & Income Limits

**Mike Wolf, Program Manager** requested approval to lower the Income Limits to 40% of Medium Income for Emergency Assistance Projects and to lower the amount spent on Deferred Payment Loans to \$30,000.00 because of reduced funding.

A motion to approve the new limits was made by **Commissioner Barrett**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

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

**AGENDA ITEM NO. 7**  
**UPDATE ON BID OPENINGS:**

a)     Emergency:       T.J. Bierd, 8 Red Rock Rd.

The bid was awarded to KingWorks, LLC and is complete.

b)     Emergency-Warranty:     Anna Hill, 818 S. Philadelphia

The bid was awarded to LG Construction and is complete.

c)     Home Repair:       Rusty and Amanda McCart, 109 W. Midland

The bid was awarded to LG Construction.

**AGENDA ITEM NO. 8**  
**OLD BUSINESS:**

There was no old business.

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

**Mike Wolf, Program Manager** requested approval for a Demolition Project:

Demolition: Cheryl Knox, 409 S. Pennsylvania

Ms. Knox is 45 years old and lives in a SURA Rental property with her 13 year old son. She is income qualified. Her property on S. Pennsylvania has had a fire in it and is not habitable.

A motion to approve the demolition was made by **Commissioner Nida**, seconded by **Commissioner Barrett**. Motion carried with no abstentions.

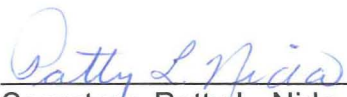
VOTING YES: Barrett, Cockings and Nida  
VOTING NO: None

**Mike** also gave a brief history of Urban Renewal and told that Sim K. Sims has been a big part of that history, including being a member of the Board since its inception in 1971 and Chairman of the Board for over 20 years. Commissioner Sims will be greatly missed by all.

**AGENDA ITEM NO. 10  
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:42 a.m. was made by **Commissioner Barrett**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

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

  
Secretary, Patty L. Nida

  
Chairman, Stephen Rice

# Minutes

## Sister Cities Council August 9, 2011 at 7:00 PM Commission Chambers at City Hall Shawnee, Oklahoma

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Secretary David Hibler presided and called the meeting to order at 7:02pm declaring a quorum of members present.

Officers Present:

Taren Taylor  
Shana Hibler  
David Hibler

Chair  
Treasurer  
Secretary

Members Present:

Mike France  
Andrea France

Guests Present:

April Stobbe

The invocation was given by Shana Hibler.

The flag salute was given by Shana Hibler.

**Agenda Item 1**

**Consider minutes of July 26, 2011.**

Discussion:

None

Motion:

Approve the minutes of July 26, 2011 as printed.

Motion Made By:

Shana Hibler

Motion Seconded By:

Taren Taylor

Motion Results:

Carried

Aye: 5

Nay: 0

**Agenda Item 2****Consider treasurer's report for the month of July 2011.**

Discussion: Shana reported that the balance in our account with the City of Shawnee is currently \$12,363.01. We have about \$3,000 at CFO.

Motion: Approve the financial reports for the month of July 2011.

Motion Made By: David Hibler

Motion Seconded By: Mike France

Motion Results: Carried

Aye: 5

Nay: 0

**Agenda Item 3****Acknowledge Correspondence.**

The Council considered and acknowledged the following correspondence: (All correspondence between the sister cities is by e-mail unless otherwise noted.)

- August 2, 2011 from Yoshihito Sato to David Hibler announcing the dates of the Nikaho delegation as October 21 through 26. They are sending 14 students and will get us a count on adults as well as the profiles later.

**Agenda Item 4****Discuss Future Fundraisers.**

Discussion: Mike checked and since we are a non-profit, we do not have to have a permit. April mentioned that Wednesday all of Shawnee takes home a folder that we could possibly use. Mike has to check with Emergency Management on any specific dimensions for the numbers.

Joe is checking with his insurance company about offering to do a shred day.

April mentioned the possibility of doing a garage sale.

Shana is going to check with Chili's and Billy Boys about doing a promotional night where they donate a percentage of the profits to Shawnee Sister Cities.

## **Agenda Item 5**

### **Discuss Hosting the Japanese Delegation in October.**

#### **Discussion:**

The Nikaho delegation will be arriving on Friday, October 21<sup>st</sup> and leaving on Wednesday, October 26<sup>th</sup>. They will be sending 14 students and will let us know how many adults will be coming at a later date.

Taren has made reservations at First National Bank for the welcome reception.

Mike has reserved pavilion 3 at Wes Watkins for the cookout.

Shana contacted Grove School to verify that they will be hosting the students this year.

Shana needs to check about using a Grove bus to pick them up from TDK.

Shana is going to check about using the OBU Geiger Center instead of the Expo Center.

We are going to check on going to the YMCA this year instead of OBU's RAWC.

## **Agenda Item 6**

### **Committee Reports**

Taren Taylor reported that the kids are going to the Peace Garden again on August 11<sup>th</sup>.

## **Agenda Item 7**

### **Public Comments**

There were no public comments.

## **Agenda Item 8**

### **New Business**

Shana mentioned that we might need to re-address membership rules for people that pay for a membership but are no longer able to come.



## Agenda Item 9

## Adjournment

Discussion:

None

Motion:

To adjourn the meeting at 8:08pm since there was no other business to discuss.

Motion Made By:

Shana Hibler

Motion Seconded By:

Mike France

Motion Results:

Carried

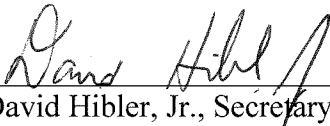
Aye: 5

Nay: 0



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Taren Taylor, Chair



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David Hibler, Jr., Secretary

# PLANNING COMMISSION MINUTES

**DATE: August 3, 2011**

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Commission Chambers, at City Hall, 9<sup>th</sup> and Broadway, on Wednesday, August 3, 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:

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

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

## **AGENDA ITEM NO. 2:                      Approval of the minutes from the July 6, 2011 Planning Commission Meeting.**

Shawna Turner for a motion, Commissioner Holt made a motion seconded by Commissioner Silvia to approve the July 6, 2011 minutes,

Motion carried:

**AYE:**                      Holt, Silvia, Salter, Prince, Carter, Turner

**NAY:**                      None

**ABSTAIN:**                Hoster

## **AGENDA ITEM NO. 3:                      Case # P09-11 - Consideration of approval to rezone property located at 606 E. Seymour from R-1; Single Family Residential to R-3; Multi- Family Dwelling. Applicant: Abner Monterroso.**

Shawna Turner asked for the staff report. Justin Erickson presented the staff report.

After presenting the staff report, Mr. Erickson stated that if the Planning Commission recommends approval to rezone to R-3, that the decision be based on the following findings:

1. The area of the subject site is too small to be intensively developed; but at the same time, the lot area is too large to be devoted exclusively to a single residence.
2. Development of a triplex on the subject site is not inconsistent with the Shawnee Comprehensive Plan.
3. The proposed dwelling units are consistent in size with neighboring structures.
4. Rezoning of the subject site to R-3 will not be detrimental to public health, safety or welfare.
5. Rezoning of the subject site will not negatively impact adjacent neighbors or disrupt the neighborhood or community dynamic.

Shawna Turner asked if anyone was for the proposal. Abner Monterosso came forward for the proposal and answered questions from the Commission.

Shawna Turner asked if anyone was against the proposal. No one came forward.

Shawna Turner asked for a motion, Commissioner Prince made a motion, seconded by Commissioner Silvia to approve rezoning 606 E. Seymour to R-3 based on the 5 findings as outlined by staff and an added 6<sup>th</sup> stating the 5x 54 designated green area to be curbed.

Motion carried:

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

**NAY:** None

**ABSTAIN:** None

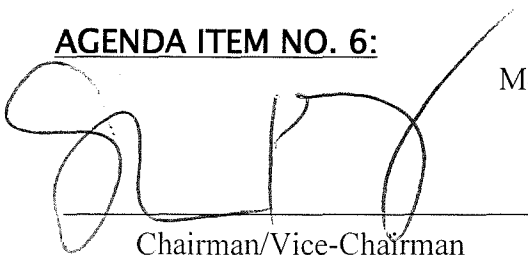
**AGENDA ITEM NO. 4:** Planning Director's report.

Justin Erickson reported there were 7 new home permits and 1 multi-family permit with 20 units issued in July.

**AGENDA ITEM NO. 5:** New Business/Commissioner Comments

**AGENDA ITEM NO. 6:**

**Adjournment**  
Meeting was adjourned.



Chairman/Vice-Chairman

**Karen Drain**  
Karen Drain, Planning Commission Secretary

# PLANNING COMMISSION MINUTES

DATE: September 6, 2011

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Commission Chambers, at City Hall, 9<sup>th</sup> and Broadway, on Wednesday, September 6, 2011 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

## **AGENDA ITEM NO. 1:**                      **Roll Call**

Upon roll call the following members were present:

Carl Holt, Kirk Hoster, Shawna Turner, Chris Silvia, Taylor Prince

Absent: Brad Carter, Ben Salter

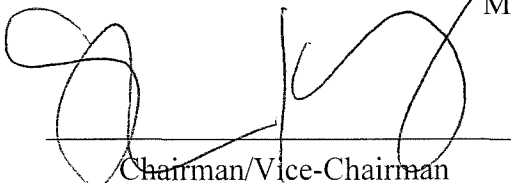
## **AGENDA ITEM NO. 2:**                      **Discussion of code updates.**

Justin Erickson gave a brief history of the work done by the previous consultant to update the Zoning Code. That work was not complete due to staff transitions and other issues. There is now money in the budget to hire a consultant if needed and as of January 1 an additional staff person. Mr. Erickson stated the process should take approximately 12-18 months. Mr. Erickson suggested the Planning Commission review and adopt the code in phases.

## **AGENDA ITEM NO. 3:**                      **Discussion of City of Shawnee Projects.**

Justin Erickson stated the City Commission is in the process of holding workshops for discussion of capital improvement projects. The Planning Commission expressed wanting to be more involved in the decision making of projects that impact the community.

## **AGENDA ITEM NO. 4:**                      **Adjournment** Meeting was adjourned.



Chairman/Vice-Chairman

**Karen Drain**

Karen Drain, Planning Commission Secretary

10/04/2011 9:15 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: 9/01/2011 TO 9/30/2011

\*\* LICENSE CODE TOTALS \*\*

| LICENSE CODE | DESCRIPTION                    |     | FEE         | =====   | PAYMENT | DISTRIBUTION | =====    | TOTAL PAI |
|--------------|--------------------------------|-----|-------------|---------|---------|--------------|----------|-----------|
|              |                                |     |             | PENALTY |         | TAX          | INTEREST |           |
| ALARM        | BURLAR/FIRE ALARM LICENSE      | 7   | 175.00CR    |         |         |              |          | 175.00    |
| AUCD         | AUCTIONEER DAILY LICENSE       | 2   | 20.00CR     |         |         |              |          | 20.00     |
| BEER1        | BEER CONSUMPTION ON PREMISE    | 1   | 20.00CR     |         |         |              |          | 20.00     |
| BOATREGANN   | BOATING REGULAR ANNUAL         | 7   | 182.00CR    |         |         |              |          | 182.00    |
| DEMOL        | DEMOLITION ANNUAL LICENSE      | 1   | 75.00CR     |         |         |              |          | 75.00     |
| ELECC        | ELECTRICAL CONTRACTOR          | 5   | 400.00CR    |         |         |              |          | 400.00    |
| FISHANNUAL   | FISHING ANNUAL PERMIT          | 2   | 30.00CR     |         |         |              |          | 30.00     |
| FISHDAILY    | FISHING DAILY PERMIT           | 1   | 2.50CR      |         |         |              |          | 2.50      |
| HUNT2        | MIGRATORY FOWL                 | 5   | 37.50CR     |         |         |              |          | 37.50     |
| LAKELEASE    | LAKE LEASE                     | 4   | 2,448.00CR  |         |         |              |          | 2,448.00  |
| LAKENONRES   | LAKE LEASE - NON CITY RESIDENT | 12  | 4,800.00CR  |         |         |              |          | 4,800.00  |
| LAKERES      | LAKE LEASE - CITY RESIDENT     | 7   | 1,400.00CR  |         |         |              |          | 1,400.00  |
| MECHC        | MECHANICAL CONTRACTOR          | 8   | 675.00CR    |         |         |              |          | 675.00    |
| MIXED        | MIXED BEV OCCUPATIONAL TAX     | 2   |             |         |         |              |          |           |
| MIXEDVET     | MIXED BEV VETERAN OCC TAX      | 1   | 500.00CR    |         |         |              |          | 500.00    |
| PLUMC        | PLUMBING CONTRACTOR            | 3   | 250.00CR    |         |         |              |          | 250.00    |
| RESAL        | RESIDENTIAL SALE               | 189 | 1,880.00CR  |         |         |              |          | 1,880.00  |
| SOLIC        | SOLICITOR ANNUAL LICENSE       | 1   | 50.00CR     |         |         |              |          | 50.00     |
| TREE         | TREE TRIMMING LICENSE          | 1   | 25.00CR     |         |         |              |          | 25.00     |
| TOTAL        |                                |     | 12,970.00CR |         |         |              |          | 12,970.00 |

10/04/2011 9:42 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: 9/01/2011 TO 9/30/2011  
SORTED BY: PROJECT

\*\* GENERAL LEDGER DISTRIBUTION \*\*

| FUND G/L ACCOUNT | ACCOUNT NAME                  | AMOUNT     |
|------------------|-------------------------------|------------|
| 001-2133         | UBCC FEE PAYABLE              | 324.00CR   |
| 001-4202         | BUILDING PERMITS              | 3,731.69CR |
| 001-4203         | PLUMBING PERMITS              | 600.00CR   |
| 001-4204         | ELECTRICAL PERMITS            | 350.00CR   |
| 001-4205         | ZONING PERMITS & APPLICATIONS | 557.00CR   |
| 001-4206         | HEATING & A/C PERMITS         | 930.00CR   |
| 001-4249         | OTHER PERMITS                 | 350.00CR   |
| 001-4822         | OTHER MISC. REVENUE           | 40.50CR    |
| 101-4249         | OTHER PERMITS                 | 75.00CR    |
| 501-4510         | WATER TAPS                    | 450.00CR   |
| 799-1023         | BANCFIRST GENERAL             | 7,408.19   |

10/04/2011 9:42 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: 9/01/2011 TO 9/30/2011  
SORTED BY: PROJECT

\*\* SEGMENT CODE TOTALS \*\*

| SEGMENT CODE | DESCRIPTION               | TOTAL PAID |
|--------------|---------------------------|------------|
| B1-NEW       | BUILDING CONSTRUCTION NEW | 1,134.15CR |
| B2-ADD       | BUILDING CONSTRUCTION ADD | 57.00CR    |
| B3-REMODEL   | BUILDING CONSTRUCTION REM | 2,017.44CR |
| B4-OTHER     | BUILDING CAPORT/SHELTER   | 745.10CR   |
| E3-REMODEL   | ELECTRICAL REMODEL/REPAIR | 417.50CR   |
| M3-REMODEL   | MECHANICAL REMODEL/REPAIR | 1,015.50CR |
| P2-ADD       | PLUMBING ADDITION         | 154.50CR   |
| P3-REMODEL   | PLUMBING REMODEL          | 865.00CR   |
| P5-SEPTIC    | SEPTIC PERMIT             | 20.00CR    |
| X-CURBCUT    | CURBCUT/DRIVEWAY/SIDEWALK | 75.00CR    |
| X-DEMO       | DEMOLITION PERMIT         | 50.00CR    |
| X-PLATREV    | PLAT REVIEW PRELIM        | 277.00CR   |
| X-SIGN       | SIGN PERMIT               | 100.00CR   |
| Z-OCCUP      | OCCUPANCY PERMIT          | 200.00CR   |
| Z-REZONING   | REZONING REQUEST          | 280.00CR   |
| TOTAL        |                           | 7,408.19CR |

**Regular Board of Commissioners**

**2. d.**

**Meeting Date:** 10/17/2011

Housing Authority of Shawnee supplemental Police Officer

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Approve agreement with Housing Authority of the City of Shawnee for supplemental police services.

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Attachments

Housing Authority Agreement for Additional Police



# HOUSING AUTHORITY OF THE CITY OF SHAWNEE, OKLAHOMA CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

This Contract, made and entered into this 1<sup>st</sup> day of November, 2011, by and between the Housing Authority of the City of Shawnee, Oklahoma, (hereinafter called the "Authority") and the City of Shawnee, Oklahoma, (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the City for additional police services to create a drug-and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all Authority locations;

NOW, THEREFORE, the Authority and the City agree as follows:

## ARTICLE I Scope of Services

### SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel (police and civilian) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

- A. The City, by and through its police department, will provide a minimum of one police officer(s) to perform specialized patrols to enforce all state and local laws and the Housing Authority Rules specified in this Contract. Sworn officer(s) shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to assign police officer(s) to targeted areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods (directed patrol), such as 6:00 p.m. to 2:00 a.m. in certain areas, to maintain a police patrol presence.
- C. The City agrees that the police department will employ a community policing concept and that the police department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the public housing communities.

- D. The City agrees to collect and provide workload data in public housing developments.
- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedure, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member or a resident's household, or any guest or guests of a resident or household member.
- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department personnel will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least semiannually.
- G. The City agrees that a policy manual exists to regulate police officer(s)' conduct and activities; all police officer(s) have been provided a copy of the policy manual; the department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and the personnel have been trained on the regulations and orders within the manual.
- H. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officer(s) to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment requested by the Authority will be furnished at the expense of and shall remain the property of the Authority. The Authority and City may mutually agree to lease equipment or vehicles.
- I. The police department will provide to officer(s) a minimum of sixteen (16) hours of training on community relations and interpersonal communication skills within a year of accepting an HA assignment.
- J. The City agrees to provide, at a minimal cost to the Authority, criminal background checks of proposed applicants. This information will be provided in a manner consistent with all applicable National Crime Information Center or State laws and regulations.
- K. The police department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority or that official's designate.

The Administrative Liaison Officer will ensure that the Assigned Personnel perform the following duties:

1. Coordinate the dissemination and processing of police and security reports and coordinate in resolving problems or in carrying out the provisions of this Contract;
2. Establish and maintain an ongoing line of communication with Beat/Zone Commanders and other police personnel;
3. Prepare semiannual progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief, appropriate Deputy Chiefs and Beat/Zone Commanders and identified community representatives; and political leadership, e.g. mayor and council members.

4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.
  5. Attend a minimum of one Resident Advisory Board meeting each year;
  6. Coordinate security workshops and training seminars for residents and Authority staff;
  7. Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
  8. Meet on a weekly basis with Authority staff to address problems and needs in Authority areas.
- L. In the event that a Housing Authority provides its own police/security services, the City shall provide the dispatch function for Housing Authority Police patrol units. The Housing Authority will provide specifications of the performance requirements to meet the communications needs.
- M. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officer(s) and all employee benefits, as well as any injury to officer(s), their property, or the City's property while on the Authority's property.
- N. The Assigned Personnel shall possess and maintain CLEET Certification.
- O. The City will waive deposits required to acquire animal traps through the Animal Control Department for use by Housing Authority residents. The Authority will assume responsibility for lost or damaged traps.

## SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority will provide training of residents, Authority on-site management staff and the Assigned Personnel with information on community policing and crime prevention issues associated with public housing. This shall include, but not be limited to, training in the following:
1. Crime prevention and security responsibilities;
  2. Community organization/mobilization against the causes of and precursors to crime;
  3. Drug awareness and control;
  4. Orientation and familiarization with the public housing communities for the assigned officer(s); and
  5. Orientation to the lease contract, and lease compliance enforcement procedures and policies.
- B. The Authority will provide the following in-kind accommodations, services and equipment:

1. Accommodations – The Authority will provide suitable space to be used as a satellite office at each site targeted for additional police services .
  2. Services – Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Housing Authority.
  3. Equipment – Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.
  4. Modification/Damage – The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City’s operational needs. Any damage to the unit or equipment provided by the Housing Authority for City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the Authority.
- C. The Authority shall provide a semi-annual assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of this Contract.
- D. The Authority shall reserve the right to reasonably request the police department to replace any Assigned Personnel for the following reasons:
1. Neglect or non-performance of duties;
  2. Disorderly conduct, use of abusive or offensive language, or fighting;
  3. Criminal action;
  4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority;
  5. Inadequate punctuality or attendance; or
  6. Substantiated complaints from public housing residents or management.
- The Authority shall provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.
- E. The Authority will provide the City with a Public Housing Police Report Form(s) for assigned officer(s) to complete. These forms are not to replace police reports utilized by the City.
- F. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.
- G. The Authority will work with the police department to subsidize housing or rent costs for volunteer police officer(s) to reside in a public housing development selected by the Authority.

## ARTICLE II

### Enforcement of Rules and Regulations

A. The City, through its police officer(s), is hereby empowered to enforce the following Authority rules and regulations:

1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
3. Unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With Regard to the foregoing rules and regulations, the City's police officer(s) are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

B. The City, through its police officer(s), is hereby empowered to enforce Authority rules or regulations.

C. The City, through its police officer(s), is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.

D. Nothing herein contained shall be construed as permitting or authorizing police officer(s) to use any method or to act in any manner in violation of law or of their sworn obligation as police officer(s).

### ARTICLE III Communications, Reporting and Evaluation

A. Communications

1. Access to Information

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with the criminal activity in any of the Authority's communities. It is further agreed that the City police department will provide the Authority copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the City police department on a regular basis in accordance with specific procedures that have been or will be established.

Existing procedures should be included as an Addendum to this Contract.

B. Reporting

1. Forms

The police department will require all Assigned Personnel (police officer(s)) to complete incident reports provided by the Authority at the conclusion of each week and forward

the original report to the Authority's designee. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls/requests for service
- c. Suspicious persons - name and description
- d. Vehicles abandoned/towed/stolen
- e. Drug paraphernalia confiscated/found
- f. Arrests/citations of both residents and outsiders to include age, sex, ethnicity
- g. Property recovered/stolen
- h. Counseling of residents and visitors
- i. Broken lights/sidewalks & safety issues
- j. Graffiti & vandalism
- k. Vehicle license number of suspicious persons
- l. Weapons violations/seized
- m. Workshops, seminars, and any community policing events

2. Media Coordination

The police department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that any evaluation shall include:

1. Hours worked by police officer(s) for:
  - a. Foot patrol
  - b. Bicycle patrol
  - c. Motorized patrol
  - d. K-9 patrol
  - e. Special operations
2. Response time to targeted communities by City-paid officer(s) and Authority-paid officer(s) by Priority I (emergency), Priority II (non-emergency), and Priority III (if utilized)
3. Comparison of crime and workload in the targeted communities for 2007, 2008, 2009, 2010 and the period of the Contract
4. Arrests (to include drug violations)
5. Vehicles towed
6. Positive contacts
7. Referrals
8. Trespassers removed

9. All UCR or NIBRS Reports
10. Calls for service
11. Weapons seized
12. Property stolen/recovered
13. Community feedback
14. K-9 use log

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Authority property.

#### ARTICLE IV Plan of Operations

- A. The City and the Authority shall prepare a detailed plan of operations for use in eliminating crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

1. Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
  2. Staffing levels;
  3. Responsibilities of key personnel;
  4. Organization and resources, to include personnel, equipment, in-kind support, etc.;
  5. Hours of operation, to encompass schedules of major tasks and activities; and
  6. Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract.
- B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate. The Authority must approve the plan in order for payment to begin.
  - C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

#### ARTICLE V Term of Contract

The term of this Contract shall be for one (1) year(s) beginning on the date approved by both parties.

ARTICLE VI  
Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract in a total amount not to exceed Fifty thousand dollars and no cents (\$ 50,000.00), in the following expense categories:

| Expense Category                                                                                              | Amount              |
|---------------------------------------------------------------------------------------------------------------|---------------------|
| Assigned Personnel Salaries<br>(Reimbursement of Law Enforcement<br>over and above the baseline of services.) | <u>\$ 50,000.00</u> |
| Administrative Liaison Officer<br>Prorated Salary and Benefits                                                | <u>\$ 0.00</u>      |
| Communications/Other Miscellaneous<br>Expenses/Equipment                                                      | <u>\$ 0.00</u>      |

- B. The Authority shall reimburse the police department on a monthly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures. Total reimbursement shall not exceed \$50,000.00 for one full time officer for one year and is contingent on receiving funding.
- C. The percent of overtime authorized under this Contract for court appearances or other hearings is 15%.
- D. The City shall provide the following documentation in requesting reimbursement:
1. Copies of Certified Payroll Time Reports documenting names, employee identification, hours worked in public housing developments, supervisory approval of the report, and supervisory verification of the necessity for any overtime worked.
  2. Copies of receipts for other allowable communications and other miscellaneous expenses shall be subject to pre-approval, and shall be accompanied, at the time of reimbursement request, by a brief explanation of the expense incurred.
- E. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VII  
Termination

- A. The Authority may terminate this Contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.
- B. The City may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.



ARTICLE VIII  
Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority:                      Housing Authority of the City of Shawnee, OK  
                                      601 West 7<sup>th</sup> Street  
                                      P.O. Box 3427  
                                      Shawnee, OK 74802-3427

City:                              City of Shawnee  
                                      Shawnee Police Department  
                                      P.O. Box 1448  
                                      Shawnee, OK 74802-1448

ARTICLE IX  
Construction of Laws

This Contract is made and entered into in the City. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State in which the City is located.

ARTICLE X  
Entire Contract

The Contract shall consist of the following component parts:

- (a)     This Contract;
- (b)     Any subsequent addenda agreed to by both parties.

ATTEST:

---

Grant Coordinator  
Housing Authority of the City  
of Shawnee, OK

---

Executive Director  
Housing Authority of the City  
of Shawnee, OK

ATTEST:

---

Municipal Clerk  
City of Shawnee, OK

---

Mayor  
City of Shawnee, OK

APPROVED AS TO FORM:

---

Police Chief  
City of Shawnee, OK

---

City Manager  
City of Shawnee, OK

---

City Attorney  
City of Shawnee, OK

This contract is contingent upon receiving 2010 fiscal year Public Housing Capital Fund Program funds from the Department of Housing and Urban Development. If Capital Fund funds are not received this contract is null and void.

**Regular Board of Commissioners**

**2. e.**

**Meeting Date:** 10/17/2011

Pioneer Library Audit

Submitted By: Donna Mayo, Administration

Department: Administration

---

Information

Title of Item for Agenda

Acknowledge Pioneer Library System Audited Financial Statement ending June 30, 2011.

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Attachments

Library Audit



## Financial Statements

For the Year Ended June 30, 2011

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PIONEER LIBRARY SYSTEM

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June 30, 2011

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## Gray, Blodgett & Company, PLLC

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### INDEPENDENT AUDITORS' REPORT

September 20, 2011

To the Board of Directors of  
Pioneer Library System  
Norman, Oklahoma

We have audited the accompanying statements of financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Pioneer Library System (the Library) as of and for the year ended June 30, 2011, which collectively comprise the Library's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Library's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Pioneer Library System, as of June 30, 2011, and the respective changes in financial position thereof, for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated September 20, 2011, on our consideration of Pioneer Library System's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audits.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 through 10 and 28 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

GRAY, BLODGETT & COMPANY, PLLC  
*Gray, Blodgett & Company, PLLC*

MEMBER OF  
OKLAHOMA SOCIETY OF CERTIFIED  
PUBLIC ACCOUNTANTS  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS  
PRIVATE COMPANIES PRACTICE SECTION



America Counts on CPAs

principia|alliance  
MEMBER





## **Pioneer Library System Management's Discussion and Analysis for the Fiscal year Ended June 30, 2011**

This discussion and analysis of the financial performance of Pioneer Library System provides an overall review of the System's financial condition and results of operations for the fiscal year ended June 30, 2011. Readers should read this information in conjunction with the System's financial statements.

Pioneer Library System implemented Governmental Accounting Standards Board (GASB) statement 34 in 2004.

### **Financial Highlights**

For fiscal year 2010-2011, the Library's general fund reported an ending balance of \$6,743,816 versus \$5,812,194 for the fiscal year 2009-2010. Of the 2010-11 year end-total, \$753,281 is reserved for outstanding encumbrances and \$2,417,806 is designated for service upgrades and improvements of library services at current and future libraries within the system. Although the remaining balance of \$3,572,729 is unrestricted, over the years, the Library administration, with the Board of Trustee's approval, has prudently used or committed the money from this fund to alleviate summer/fall cash flow problems and other emergencies that might arise.

The Pioneer Library Systems operating revenue increased by 5.1% this year. This increase allowed the library system to fund numerous projects throughout the system. A new telephone system was purchased and installed at the Norman Public Library for a cost of \$60,265.00. System signage was installed at several of the branches for a cost of \$10,492.55. A market segmentation study was completed by CIVICTechnologies for the Pioneer Library System's service area. Phase three of the pay compensation study which is being conducted by Singer and Associates began in the fall. A security camera system was installed at the SOKC library which will open in the fall of 2011 for a cost of \$20,782.95. The library automation system was updated and movie boxes were purchased for two of the libraries within the system. The library system leased additional office space for some of the system administrative staff.

The Pioneer Library System Foundation began operation in July of 2010 and was organized for the purpose of supporting, promoting and improving the programs, collections, facilities and services of the Pioneer Library System. The Foundation has been included as a component unit of the Library System and the Foundation has issued its own financial statements, available from the Library Foundation administrative office.

Grant highlights for FY11 included a \$65,000.00 grant from the Oklahoma Department of Libraries to install a computer lab at the Shawnee Library. The Norman Arts Council awarded the Library System a grant of \$10,825.00 to help fund the various cultural festivals at the Norman Public Library. In addition, they provided \$6,825.00 in funding for the 2011 Big Read. The Oklahoma Arts Council provided \$7,000.00 in funding for the System's Summer Reading Program.

The general fund balance increased by \$931,622 or 16.1% from fiscal year 2010. The increase in the general fund balance was due to the fact the Library System received more Ad Valorem tax revenue and more fine revenue than was budgeted. In addition, there was less money spent out of current year funds for the Southwest Oklahoma City library than was budgeted. \$2,417,806 has been designated for service upgrades and improvements of library services at present and future libraries within the system including the Southwest Oklahoma City Library which will open in the fall of 2011.

## **Overview of the Financial Statement**

The Pioneer Library System's basic financial statements consist of fund financial statements, notes to financial statements, and required supplementary information.

### **Government-Wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the Library's finances, in a manner similar to a private-sector business.

The statement of net assets represents information on all of the Library's assets and liabilities, with the difference between assets and liabilities reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the Library is improving or deteriorating.

The statement of activities presents information showing how the Library's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods (e.g. uncollected taxes and earned but unused vacation leave).

The government-wide financial statements can be found on pages 11 and 12 of this report.

### **Fund Financial Statements**

The Library System has two kinds of funds – Governmental Funds and Fiduciary Funds:

Governmental Funds encompass two types: General Fund and Other Governmental Funds:

General Fund represents unrestricted resources that are available for on-going general library operations. This is the Library System's primary operating fund.

Other Governmental Funds include Gift/Grant Funds.

Gifts/Grant Funds include funds provided by intergovernmental grants and other third parties' gifts and grants. All those funds are generally restricted as to use. Therefore, each fund accounts for its receipts and disbursements of the restricted functions.

Fiduciary Funds are reported in the fiduciary fund financial statements but are excluded from government-wide reporting. They include the Pioneer Library System Pension Plan. Fiduciary fund financial statements report resources that are not available to fund Library System general operations.

### **Notes to the Financial Statements**

The accompanying notes to the financial statements provide information essential to a full understanding of the Library System's fund financial statements.

### **Supplemental Information**

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information, such as comparative statement between budget and actual expenditures, and combined financial statements for other governmental funds.



## Financial Analysis of Library System's Funds

As financial information is accumulated on a continuous and consistent basis, financial statements and expenditure reports for governmental funds are presented to the Pioneer Library System Board of Trustees.

For fiscal year 2010-11 governmental fund balances changed as follows:

|              | General Fund<br>Funds | Other<br>Governmental<br>Funds | Total<br>Governmental<br>Funds |
|--------------|-----------------------|--------------------------------|--------------------------------|
| Revenues     | \$13,731,457          | \$ 326,346                     | \$14,057,803                   |
| Expenditures | \$12,799,835          | \$ 298,165                     | \$13,098,000                   |
| Net Increase | \$ 931,622            | \$ 28,181                      | \$ 959,803                     |

For fiscal year 2009-10 governmental fund balances changed as follows:

|              | General Fund<br>Funds | Other<br>Governmental<br>Funds | Total<br>Governmental<br>Funds |
|--------------|-----------------------|--------------------------------|--------------------------------|
| Revenues     | \$13,070,311          | \$ 575,224                     | \$13,645,535                   |
| Expenditures | \$11,546,143          | \$ 492,376                     | \$12,038,519                   |
| Net Increase | \$ 1,524,168          | \$ 82,848                      | \$ 1,607,016                   |

### General Fund:

The Library System is primarily (or 96%) funded by Ad Valorem (property) tax. For the 2010-11 financial year the tax rates were; a 6.06 mill Ad Valorem (property) tax in Pottawatomie County, a 6.11 mill Ad Valorem (property) tax in McClain County and a 6.11 mill Ad Valorem (property) tax in Cleveland County. For fiscal year 2010-11, the Counties' assessed property value had an increase of 4.4% versus 8% for 2009-10. Actual tax collections increased by 5% versus 9% for the prior year. The smaller increase was due to the slowed growth of the economy. Fine and other charges for services revenue for 2010-11 increased by \$45,992 from 2009-10. This increase was due to an increase in collection effort by the continued use of a library collection service and the increased size of the collection with the opening of the new Blanchard Library. State Aid increased by \$1,266 over the prior year. Interest income decreased by \$5,267 over the prior year. This decrease is attributed to the downturn in the economy.

The expense category Personnel Services increased from 2010 to 2011 due to a large increase in hospitalization expense, the 3% graduated COLA that was given to the staff, the addition of staff for the Southwest Oklahoma City branch, an increase in contract labor due to phase three of the pay compensation study and the installation and training on new accounting software modules and the market segmentation study that was completed by CIVICTechnologies. The expense category of Materials was increased to cover the cost of the opening day collection for the Southwest Oklahoma City library.

The System Services and General and Administrative expense categories were different in 2011 than in 2010 because of the following:

- The increase in development expenses was due to the fact that the foundation began operation in July of 2010.
- The increase in literacy expense was necessary to cover the costs of the Prime Time family literacy program.
- The increase in system signage supported phase one of an ongoing project to install new interior signage throughout the system.
- The decrease in equipment is due to the fact that the Blanchard library opened last year and the City of Oklahoma City is funding many of the equipment purchases for the Southwest Oklahoma City library.
- The Outreach expense category decreased because not as many items were purchased for outreach this year.

- The Public Information expenses increased to pay for the costs associated with a new library card signup campaign and to pay for increased advertising and promotion for the system
- The Reprographics expenses increased because the PIO department created more in house materials this year than last year.
- The audit expenses increased because the auditor increased their contract price.
- Supplies increased because additional supplies were purchased and the cost of supplies increased.
- System facilities increased because the library rented some additional office space for administrative and development staff.

#### Other Governmental Funds:

Gifts/Grants Funds – In FY11, Pioneer Library System received \$322,148 in gifts and grants.

Outright gifts to PLS totaled \$104,724, over one third of which was provided by Friends groups throughout the library system (\$37,764). This past year, Pioneer Library System received \$217,424 in grants. In addition to the grants mentioned in the financial highlights section there were several other grants received this year. A \$79,115 award was granted by the Oklahoma Department of Libraries for Pottawatomie County's ongoing TANF program. With a combined gift of \$17,611, the Oklahoma Department of Libraries continued to support adult literacy in all three counties. The Oklahoma Department of Libraries also provided continuing education grants to the library system for \$2,405. The Oklahoma Department of Libraries awarded a professional youth services speaker grant for \$5,000 to the library system. The Oklahoma Arts Council continued their support for PLS summer reading programs with a gift of \$3,200. The National Endowment for the Humanities awarded a \$2,500 grant for the Louisa May Alcott programs. The Robert and Ruby Priddy Charitable Trust awarded a grant for the AMO LEER/I Love to Read Project. All of the grantors and donors have not only provided financial support, but also been active partners providing excellent library services to the community.

#### Fiduciary Funds:

The investments of the System Pension Plan increased due to the increase in the stock market. The Pioneer Library System Board of Trustees froze the defined benefit pension plan as of December 31, 2008 and instituted a defined contribution retirement plan.

#### The Library System as a Whole

|                                       | <u>2010-11</u>   | <u>2009-10</u>   |
|---------------------------------------|------------------|------------------|
| Assets                                |                  |                  |
| Current and Other Assets              | 7,682,125        | 6,916,097        |
| Capital Assets                        | <u>5,985,690</u> | <u>5,056,697</u> |
| Total Assets                          | 13,667,814       | 11,972,794       |
| Liabilities                           |                  |                  |
| Accounts Payable and Accrued Expenses | 81,495           | 95,200           |
| Other Liabilities                     | <u>279,582</u>   | <u>273,747</u>   |
| Total Liabilities                     | 361,077          | 368,947          |
| Net Assets                            |                  |                  |
| Invested in Capital Assets            | 5,985,690        | 5,056,697        |
| Unreserved/Unrestricted Net Assets    | 6,986,265        | 6,240,549        |
| Restricted Net Assets                 | <u>334,782</u>   | <u>306,601</u>   |
| Total Assets                          | 13,306,737       | 11,603,847       |
| Change in Net Assets:                 |                  |                  |
| Beginning Net Assets                  | 11,603,848       | 9,050,401        |
| Revenues                              |                  |                  |

|                            |            |            |
|----------------------------|------------|------------|
| Property Taxes             | 12,921,337 | 12,374,641 |
| Charges for Services       | 391,578    | 345,586    |
| Operating Grants           | 322,148    | 480,776    |
| Capital Grants             | 28,925     | 38,417     |
| State Aid                  | 186,033    | 184,767    |
| Investment Earnings        | 50,801     | 146,319    |
| Loss on Disposal           | ( 2,095)   | ( 7,284)   |
| Total Revenues             | 13,898,727 | 13,563,222 |
| Expenses                   |            |            |
| Public Library Services    | 8,407,166  | 7,916,435  |
| Administrative Services    | 1,937,689  | 1,667,285  |
| Depreciation – unallocated | 1,850,983  | 1,426,056  |
| Total Expenses             | 12,195,838 | 11,009,776 |
| Increase in Net Assets     | 1,702,889  | 2,553,446  |
| Ending Net Assets          | 13,306,737 | 11,603,847 |

### **General Fund Budgetary Highlights**

The General Fund budget for fiscal year 2010-11 was \$13,289,324. This was a 4.4% increase over the previous year. The highlights of the budget include:

- A 3% cost of living increased averaged over the pay grades was awarded to all staff.
- Salary adjustments were made for 84 employees whose positions were designated for change under Phase Two of the Singer Group Pay Compensation study. In addition, in January \$625,000 was moved from the designated fund balance to establish a personnel budget for the Southwest Oklahoma City library.
- The Materials budget was reduced by \$345,000 and this amount was moved to the designated fund balance and was designated for future use for materials purchases in Cleveland and McClain Counties. In January \$1,440,000 was moved from the designated fund balance to establish a materials budget for the Southwest Oklahoma City library.
- Health insurance cost increased 32.38%.
- The Continuing Education budget was increased by \$3,000 to provide system-wide program coverage and training for new staff.
- Retirement was increased to \$548,000 to cover contributions to both retirement plans.
- Employee assistance programs were increased to cover the costs for a full year contract and to fund the healthy workplace task force.
- Contract Labor was increased by \$23,000 to cover a market segmentation study by CIVICTechnologies, phase three of the pay compensation study, purchase order implementation and digitization of board records.
- Equipment was increased \$15,000 to cover several projects including a new phone system for the Norman Library and a video surveillance system for the Southwest OKC Library.
- Travel was increased \$3,000 to cover board retreat costs and mileage increases.
- Vehicles was increased \$10,000 to cover the replacement cost of the technology van and the Pottawatomie County vehicle.
- In January \$235,000 was moved from the designated fund balance to establish a technology budget for the Southwest Oklahoma City library.
- Audit expenses were increased \$2,600 to cover the new contract price.
- Interest expense was decreased by \$5,500.00. The growing reserve and the implementation of the Income Investment policy by the board are responsible for this change.
- Reprographics was increased by \$3,500 to cover the increased amount of in-house generated public information items.
- Data processing was increased \$10,000 to cover the payroll processing costs and to study the implementation of on-line timesheets and other potential changes.
- Fine Collection was increased to cover actual use.

- The System Services budget was increased to cover the costs of standardizing branch signage, to cover the Library card signup promotion and other marketing and other marketing and publicity, and to cover family literacy projects.
- The Designated fund balance was increased to cover salary, materials, technology, equipment and other expenditures for the Southwest Oklahoma City Library and to cover future materials costs in Cleveland and McClain County.
- The Library Automation Services Agreement with the Norman Public Schools was renewed and the funds received were classified as general funds.

### **Capital Asset and Long-Term Debt**

The Library System's investment in capital assets, net of accumulated depreciation, as of June 30, 2011 was \$5,985,690 and on June 30, 2010 was \$5,056,697. Of the total depreciable capital assets, net of accumulated depreciation, on June 30, 2011, 14% are furniture, equipment and vehicles; the remaining 86% are books and materials. Of the total depreciable capital assets, net of accumulated depreciation, on June 30, 2010 17% are furniture, equipment, and vehicles; the remaining 83% are books and materials.

The Library System has no long-term liabilities. The Board limits borrowing to short-term, usually in the fall in anticipation of ad valorem receipts beginning in December. The note is usually paid off in mid-January. This year the library system didn't need to borrow any money.

### **Economic Environment and Next Year's Budget**

The Library System's primary revenue is Ad Valorem (property) tax. The annual growth in the Cleveland, McClain and Pottawatomie County's property value is the most important factor for the Library System's revenue outlook. For the most recent fiscal year the System collected 6.11, 6.11 and 6.06 mills of the assessed property value from the respective counties. The voters in all three counties approved a two mill increase in May of 2008 that went into effect for the previous budget year. The millage increase was much needed, especially since there had been no increase in millage since the voters approved the 4 mill increase in 1990 for Cleveland County and in 1992 for the other two counties. The fractional part of the millage is due to the abolishment of the personal property tax in two of the counties. The system is now at the millage cap allowed by state law.

Cleveland County in particular is one of the fastest growing areas in the state. Low mortgage rates, new industry, and expansion of the commercial sector have been very favorable to growth in Cleveland County. The presence of interstate traffic in all three counties has accounted for some of the continued growth as well as being in the middle of the State and near the State Capitol. The dramatic growth in facilities and related commercial services emanating from the University of Oklahoma has made a favorable climate around the Norman area. Moore has grown dramatically as more shopping centers along I-35 have been and continue to be developed. This growth continues in Norman as well with the implementation of a TIF district along I-35.

The growth did continue this past year but at a slower rate than previous years due to the downturn in the economy.

In general, the Library System still expects a continued growth in the tax revenue for the next year.. The Cleveland County Assessor has certified a 4.18% growth in property value for 2011; the Pottawatomie County Assessor has certified a 2.44% growth and the McClain County Assessor has certified a 2.21% growth.

For fiscal year 2011-12, the Library Board approved a general fund budget of \$14,175,156 versus \$13,289,324 for 2010-11.

- A 2.5% cost of living increased averaged over the pay grades will be awarded to all staff.
- Health insurance costs increased 34% this year.
- Contract labor was increased \$20,000 to cover branch re-design projects in Purcell and Tecumseh, Pay Compensation Phase Three, services contracts for system video surveillance, and other anticipated outsourced projects.

- The materials budget remained the same. However, the Southwest Oklahoma City materials budget was decreased because a majority of the opening day collections for this library was purchased from the previous year's budget.
- Continuing Education was increased \$15,000 to cover system-wide program coverage and innovative, interactive training for new staff, especially those twenty-two to be added to the Southwest Oklahoma City library.
- Supplies was increased by \$13,000 and is responsive to the addition of two new locations, both the Southwest Oklahoma City library and the Gray Street annex.
- Employee assistance programs were increased to cover the costs of a full year contract and to fund the healthy workplace taskforce.
- Vehicles was decreased \$25,000 because only one vehicle needs to be replaced this year.
- The audit was increased \$7,000 to cover the new contract price and the audit needed for the operation of the Pioneer Library System Foundation.
- Reprographics was increased by \$7,000 in anticipation of additional in-house generation of public information items and for the addition of services and the Southwest Oklahoma City library and possibly the Gray Street annex.
- The Fine Collection item was decreased to reflect actual costs.
- Revaluation was increased by \$5,000 to reflect actual and estimated costs.
- The Technology budget remained the same. However, the Southwest Oklahoma City technology budget was decreased by \$135,000 because most of the technology for the opening of the library was purchased from the previous year's budget.
- System signage was increased by \$5,000 to cover the cost of completing the standardizing of branch signage.
- Public Information was increased \$5,000 for use of Business Services promotion and marketing.
- Programming was increased \$3,000 and is earmarked for Business Services.
- Literacy was decreased \$4,000 now that the Prime Time program has ended.
- System Facilities was increased to reflect the cost of leasing and operatin both the McGee and Gray Street offices.
- The Designated fund balance reserved for encumbrances is a new line items which reflects outstanding purchase orders as of June 30, 2011.
- Designated fund balance reflects several items: Cleveland County, \$495,000; McClain County, \$173,996; Pottawatomie County, \$50,000; and Southwest Oklahoma City, \$1,290,281.

### **Contacting the Library System's Financial Management**

This financial report is designed to provide a general overview of the Pioneer Library System, comply with finance-related laws and regulations, and demonstrate the Library System's commitment to public accountability. If you have any questions about this report or would like to request additional information, contact the Library System's Business Office at 225 North Webster, Norman, OK 73069.

# PIONEER LIBRARY SYSTEM

## Statement of Net Assets

June 30, 2011

|                                                                     | <u>Primary<br/>Government<br/>Governmental<br/>Activities</u> | <u>Component<br/>Unit<br/>Library<br/>Foundation</u> |
|---------------------------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------|
| <b>Assets</b>                                                       |                                                               |                                                      |
| Cash and Cash Equivalents                                           | \$ 6,903,526                                                  | \$ 41,754                                            |
| Ad Valorem Tax Receivable, net of Allowance for Uncollectible Taxes | 349,329                                                       | -                                                    |
| Pledges Receivable                                                  | -                                                             | 1,325                                                |
| Accrued Interest Receivable                                         | 3,277                                                         | 5                                                    |
| Other Current Assets                                                | 337,820                                                       | -                                                    |
| Note Receivable                                                     | 88,172                                                        | -                                                    |
| Depreciable Capital Assets, Net                                     | <u>5,985,690</u>                                              | <u>-</u>                                             |
| <br>Total Assets                                                    | <br><u>\$ 13,667,814</u>                                      | <br><u>\$ 43,084</u>                                 |
| <b>Liabilities</b>                                                  |                                                               |                                                      |
| Accounts Payable and Accrued Expenses                               | \$ 81,495                                                     | \$ -                                                 |
| Compensated Absences Payable                                        | <u>279,582</u>                                                | <u>-</u>                                             |
| <br>Total Liabilities                                               | <br><u>\$ 361,077</u>                                         | <br><u>\$ -</u>                                      |
| <b>Net Assets</b>                                                   |                                                               |                                                      |
| Invested in Capital Assets                                          | \$ 5,985,690                                                  | \$ -                                                 |
| Unrestricted Net Assets                                             | 6,986,265                                                     | 25,418                                               |
| Restricted Net Assets                                               | <u>334,782</u>                                                | <u>17,666</u>                                        |
| <br>Total Net Assets                                                | <br><u><u>\$ 13,306,737</u></u>                               | <br><u><u>\$ 43,084</u></u>                          |

PIONEER LIBRARY SYSTEM  
Statement of Activities  
For the Year Ended June 30, 2011

| Functions/Programs                          | Program Revenues     |                      |                                    |                                  | Net (Expense)                     | (Expense)                         |
|---------------------------------------------|----------------------|----------------------|------------------------------------|----------------------------------|-----------------------------------|-----------------------------------|
|                                             | Expenses             | Charges for Services | Operating Grants and Contributions | Capital Grants and Contributions | Revenue and Changes in Net Assets | Revenue and Changes in Net Assets |
| Governmental Activities:                    |                      |                      |                                    |                                  | Primary Governmental Activities   | Component Unit Library Foundation |
| Public Library Services                     | \$ 8,407,166         | \$ 391,578           | \$ 322,148                         | \$ 28,925                        | \$ (7,664,515)                    |                                   |
| Administrative Services                     | 1,937,689            | -                    | -                                  | -                                | (1,937,689)                       |                                   |
| Depreciation - unallocated                  | 1,850,983            | -                    | -                                  | -                                | (1,850,983)                       |                                   |
| Total Primary Government                    | <u>\$ 12,195,838</u> | <u>\$ 391,578</u>    | <u>\$ 322,148</u>                  | <u>\$ 28,925</u>                 | <u>\$ (11,453,187)</u>            |                                   |
| Component Unit                              |                      |                      |                                    |                                  |                                   |                                   |
| Library Foundation                          | <u>\$ 39,346</u>     | <u>\$</u>            | <u>\$ 81,741</u>                   |                                  |                                   | <u>\$ 42,395</u>                  |
| General Revenues:                           |                      |                      |                                    |                                  |                                   |                                   |
| Property taxes, levied for general purposes |                      |                      |                                    |                                  | \$ 12,921,337                     | -                                 |
| State Aid                                   |                      |                      |                                    |                                  | 186,033                           | -                                 |
| Book Sales                                  |                      |                      |                                    |                                  | -                                 | 659                               |
| Investment earnings                         |                      |                      |                                    |                                  | 50,801                            | 30                                |
| Loss on Disposals                           |                      |                      |                                    |                                  | (2,095)                           | -                                 |
| Total General Revenues                      |                      |                      |                                    |                                  | <u>\$ 13,156,076</u>              | <u>\$ 689</u>                     |
| Change in net assets                        |                      |                      |                                    |                                  | \$ 1,702,889                      | \$ 43,084                         |
| Net assets - beginning                      |                      |                      |                                    |                                  | 11,603,848                        | -                                 |
| Net assets - ending                         |                      |                      |                                    |                                  | <u>\$ 13,306,737</u>              | <u>\$ 43,084</u>                  |



# PIONEER LIBRARY SYSTEM

## Balance Sheet Governmental Funds June 30, 2011

| ASSETS                                           | General Fund        | Gifts and Grants<br>Fund | Total Governmental<br>Funds |
|--------------------------------------------------|---------------------|--------------------------|-----------------------------|
| Cash                                             | \$ 6,764,142        | \$ 139,384               | \$ 6,903,526                |
| Receivable from General Fund                     | --                  | 67,877                   | 67,877                      |
| Ad Valorem Tax Receivable                        | 349,329             | --                       | 349,329                     |
| Accrued Interest Receivable                      | 3,277               | --                       | 3,277                       |
| Grants Receivable                                | --                  | 33,199                   | 33,199                      |
| Note Receivable                                  | --                  | 88,172                   | 88,172                      |
| Foundation Receivable                            | --                  | 6,150                    | 6,150                       |
| Prepaid Expenses                                 | 298,471             | --                       | 298,471                     |
| <b>Total Assets</b>                              | <b>\$ 7,415,219</b> | <b>\$ 334,782</b>        | <b>\$ 7,750,001</b>         |
| <b>LIABILITIES AND FUND BALANCES</b>             |                     |                          |                             |
| <b>Liabilities</b>                               |                     |                          |                             |
| Accrued Salaries and Employee Benefits           | \$ 81,495           | \$ --                    | \$ 81,495                   |
| Compensated Absences Payable                     | 279,582             | --                       | 279,582                     |
| Payable to Special Revenue                       | 67,877              | --                       | 67,877                      |
| Deferred Revenue                                 | 242,449             | --                       | 242,449                     |
| <b>Total Liabilities</b>                         | <b>\$ 671,403</b>   | <b>\$ --</b>             | <b>\$ 671,403</b>           |
| <b>Fund Balances</b>                             |                     |                          |                             |
| Reserved for Encumbrances                        | \$ 753,281          | \$ --                    | \$ 753,281                  |
| Designated for Service Upgrades/Improvements For |                     |                          |                             |
| Cleveland County Libraries                       | 495,000             | --                       | 495,000                     |
| McClain County Libraries                         | 173,996             | --                       | 173,996                     |
| Pottawatomie County Libraries                    | 50,000              | --                       | 50,000                      |
| South OKC Libraries                              | 1,698,810           | --                       | 1,698,810                   |
| Undesignated reported in :                       |                     |                          |                             |
| General Fund                                     | 3,572,729           | --                       | 3,572,729                   |
| Special Revenue Funds                            | --                  | 334,782                  | 334,782                     |
| <b>Fund Balances, End of Year</b>                | <b>\$ 6,743,816</b> | <b>\$ 334,782</b>        | <b>\$ 7,078,598</b>         |
| <b>Total Liabilities and Fund Balances</b>       | <b>\$ 7,415,219</b> | <b>\$ 334,782</b>        |                             |

Amounts reported for governmental activities in the statement of net assets are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds. The cost of the assets is \$14,391,984 and the accumulated depreciation is \$8,406,294.

5,985,690

Property taxes receivable will be collected this year, but are not available soon enough to pay for the current period's expenditures, and therefore are deferred in the funds

242,449

Total Net Assets - Governmental Activities

**\$ 13,306,737**



**PIONEER LIBRARY SYSTEM**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Governmental Funds**  
**For the Year Ended June 30, 2011**

|                                                                | General Fund         | Gifts and Grants<br>Fund | Total<br>Governmental<br>Funds |
|----------------------------------------------------------------|----------------------|--------------------------|--------------------------------|
| <b>Revenues:</b>                                               |                      |                          |                                |
| Property Taxes                                                 | \$ 13,107,244        | \$ --                    | \$ 13,107,244                  |
| Collections on Book Fines and Copy Services                    | 364,576              | --                       | 364,576                        |
| Gifts and Grants                                               | --                   | 322,148                  | 322,148                        |
| State Revenue                                                  | 186,033              | --                       | 186,033                        |
| Other Contracts                                                | 27,000               | --                       | 27,000                         |
| Interest                                                       | 46,604               | 4,198                    | 50,802                         |
| <b>Total Revenues</b>                                          | <b>\$ 13,731,457</b> | <b>\$ 326,346</b>        | <b>\$ 14,057,803</b>           |
| <b>Expenditures</b>                                            |                      |                          |                                |
| Personal Services                                              | \$ 7,808,551         | \$ --                    | \$ 7,808,551                   |
| Materials                                                      | 2,875,744            | 298,165                  | 3,173,909                      |
| General and Administrative                                     | 929,468              | --                       | 929,468                        |
| Technology and Automation                                      | 920,860              | --                       | 920,860                        |
| System Services                                                | 265,212              | --                       | 265,212                        |
| <b>Total Expenditures</b>                                      | <b>\$ 12,799,835</b> | <b>\$ 298,165</b>        | <b>\$ 13,098,000</b>           |
| <b>Net Change in Fund Balance</b>                              | <b>\$ 931,622</b>    | <b>\$ 28,181</b>         | <b>\$ 959,803</b>              |
| <b>Beginning Fund Balance</b>                                  | <b>5,812,194</b>     | <b>306,601</b>           | <b>6,118,795</b>               |
| <b>Ending Fund Balances</b>                                    | <b>\$ 6,743,816</b>  | <b>\$ 334,782</b>        | <b>\$ 7,078,598</b>            |
| <b>Total net changes in fund balances - governmental funds</b> |                      |                          | <b>\$ 959,803</b>              |

The change in nets assets reported in the statement of activities is different because:

Capital outlays to purchase or build capital assets are reported in governmental funds as expenditures. However, for governmental activities those costs are shown in the statement allocated over their estimated useful lives as annual depreciation expenses in the statement of activities. This is the amount by which capital outlays exceeds depreciation during the period.

|                      |                |         |
|----------------------|----------------|---------|
| Depreciation Expense | \$ (1,850,983) |         |
| Capital Outlay       | 2,782,071      | 931,088 |

Because some property taxes will not be collected for several months after the Library's fiscal year ends, they are not considered as "available" revenues in the governmental funds and are, instead counted as deferred revenues. They are however, recorded as revenues in the statement of activities.

(185,907)

Disposals of capital assets are not considered to be expenditures in the governmental funds. They are however, recoded as a loss in the statement of activities.

(2,095)

**Change in net assets of governmental activities**

**\$ 1,702,889**

PIONEER LIBRARY SYSTEM  
Statement of Fiduciary Net Assets  
Fiduciary Fund  
June 30, 2011

|                     | <u>Pension<br/>Fund</u>    |
|---------------------|----------------------------|
| <b>ASSETS</b>       |                            |
| Current Assets      |                            |
| Cash                | \$ 115,314                 |
| Receivables         | 3,449                      |
| Investments         | 2,947,700                  |
| Payable             | <u>--</u>                  |
| <b>Total Assets</b> | <b><u>\$ 3,066,463</u></b> |

|                             |                            |
|-----------------------------|----------------------------|
| <b>NET ASSETS</b>           |                            |
| Net Assets                  |                            |
| Held in Trust for Pension   |                            |
| Benefits and Other Purposes | <b><u>\$ 3,066,463</u></b> |

PIONEER LIBRARY SYSTEM  
Statement of Changes in Fiduciary Net Assets  
Fiduciary Fund  
For the Year Ended June 30, 2011

|                                               | <u>Pension<br/>Fund</u> |
|-----------------------------------------------|-------------------------|
| Additions                                     |                         |
| Contributions                                 |                         |
| Employer                                      | \$ 155,750              |
| Interest and Dividend Income                  | 76,314                  |
| Net Decrease in the Fair Value of Investments | 335,032                 |
| Realized Gain                                 | <u>88,750</u>           |
| Total Additions                               | <u>\$ 655,846</u>       |
| Deductions                                    |                         |
| Benefits Paid                                 | \$ 139,561              |
| Trustee and Management Fees                   | <u>15,242</u>           |
| Total Deductions                              | <u>\$ 154,803</u>       |
| Net Increase                                  | \$ 501,043              |
| Net Assets, Beginning of Year                 | <u>2,565,420</u>        |
| Net Assets, End of Year                       | <u>\$ 3,066,463</u>     |

PIONEER LIBRARY SYSTEM  
Notes to Financial Statements  
June 30, 2011

Note 1 – Summary of Significant Accounting Policies

The Reporting Entity – Pioneer Library System (The Library) is a corporate body for public purposes created under Title 65 of the Oklahoma Statutes and accordingly is a separate entity for operating and financial reporting purposes.

The Library is governed by trustees composed of 16 voting members. The Library operations are conducted by a librarian appointed by the trustees. Trustees include voting members who are appointees of the various cities in which the Library has locations.

The Library's financial statements are prepared in accordance with generally accepted accounting principles in the United States of America (U.S. GAAP). The Library's reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements and applicable Financial Accounting Standards Board (FASB) pronouncements and Accounting Principles Board (APB) opinions issued on or before November 30, 1989, unless they conflict with GASB pronouncements. The Library's reporting entity does not apply FASB pronouncements or APB opinions issued after November 30, 1989.

Financial Statement Presentation – The financial statements are presented in accordance with Financial Accounting Standards Board Accounting Standards Codification 958 (FASB ASC 958), formerly Statement of Financial Accounting Standards No. 117, Financial Statements of Not-for-Profit Organizations, which requires the Organization to report net assets based on the existence or absence of donor-imposed restrictions.

In evaluating how to define the Library, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria established by the Governmental Accounting Standards Board (GASB). The basic -- but not the only -- criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the Library and/or its citizens, or whether the activity is conducted within the geographic boundaries of the Library and is generally available to its patrons. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the Library is able to exercise oversight responsibilities. Based upon the application of these criteria, the Pioneer Library System Foundation meets the criteria which require a component unit to be presented discretely and included in the Library System's reporting entity.

Complete financial statements for the Foundation are available from the Foundation administrative office.

Basic Financial Statements – Government-Wide Statements

The Library's basic financial statements include both government-wide (reporting the Library as a whole) and fund financial statements (reporting the Library's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business type. The Library

PIONEER LIBRARY SYSTEM  
Notes to Financial Statements  
June 30, 2011

Note 1 – Summary of Significant Accounting Policies (continued)

does not have any activities classified as business-type activities. Internal service fund activity is eliminated to avoid “doubling up” revenues and expenses. Fiduciary funds are excluded.

In the government-wide Statement of Net Assets, the Library’s governmental activities are reported using the accrual basis of accounting. The Library’s net assets are reported in three parts – invested in capital assets, net of related debt; restricted net assets; and unrestricted net assets. Revenues are recognized when earned and expenses are recognized when incurred.

The government-wide Statement of Activities reports both the gross and net cost of each of the Library’s programs and functions. The functions are also supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. Program revenues must be directly associated with the function. Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

The pension trust fund recognizes employer and participant contributions in the period in which contributions are due and the Library has made a formal commitment to provide the contributions. Retirement benefits and refunds are recognized when due and payable in accordance with the terms of the Plan. See Note 9.

The net costs are normally covered by general revenue (property taxes, State aid, other taxes etc.).

The government-wide focus is more on the sustainability of the Library as an entity and the change in the Library’s net assets resulting from the current year’s activities.

Basic Financial Statements – Fund Financial Statements

Fund financial statements report detailed information about the Library. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Nonmajor funds are aggregated and presented in a single column.

All governmental funds are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Under this basis revenues are recorded when susceptible to accrual; i.e. both measurable and available. “Available” means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term debt, if any, is recognized when due.

The Library reports the following major governmental funds:

General Fund is the primary operating fund of the Library. It is used to account for all financial resources except those required to be accounted for in another fund.

Gifts and Grants Fund is used to account for all gifts and grants made to the Library, which are to be used for specific purposes. In accordance with FASB ASC 958, formerly SFAS No. 116, Accounting for Contributions Received and Contributions Made, contributions, including unconditional promised to give, are recorded as made.

PIONEER LIBRARY SYSTEM  
Notes to Financial Statements  
June 30, 2011

Note 1 – Summary of Significant Accounting Policies (continued)

Basis of Accounting - Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

Capital Assets: Capital assets purchased or acquired with an original cost of \$1,000 or more are reported at historical cost or estimated historical cost. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

|                        |         |
|------------------------|---------|
| Furniture and Fixtures | 7 years |
| Computer Equipment     | 4 years |
| Vehicles               | 5 years |
| Books and Materials    | 5 years |

Compensated Absences: The Library accrues accumulated unpaid annual leave when earned by the employee. Generally, annual leave must be taken during the calendar year earned. Eligible employees who end their employment with the Library are reimbursed for each day of accumulated annual leave.

Budgets and Budgetary Accounting - The Library is required by state law to prepare an annual budget. The various County Excise Boards formally approve an annual budget for the general fund.

Budgets generally assume the expenditure of all available resources. Therefore, when the legal budget is prepared, it is assumed these funds will not have a carryover balance to a subsequent year. Program revenue received but not spent is restricted and deferred to the subsequent fiscal year. Amounts reported as program revenue includes (1) charges to customers, (2) operating grants and contributions, and (3) capital grants and contributions.

Encumbrances - Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditures of resources are recorded as expenditures of the applicable funds, is used. This is an extension of the formal budgetary integration in the general fund. Encumbrances outstanding at year-end are reported as reservations of fund balances since they do not constitute expenditures or liabilities.

Cash and Cash Equivalents - The Library considers all cash on hand, demand deposits, money market checking and certificates of deposit, held at an individual bank which are subject to early withdrawal penalties no matter what the maturity period, to be cash. All short-term cash surpluses are maintained in a cash pool, the earnings from which are allocated to each fund based on month-end deposit balances.

Receivables – All taxes receivable are expected to be collected in one year.

Property Tax Revenues - The Library is authorized by state law to levy property taxes which consist of advalorem taxes on real and personal property within the County. The County Assessor, upon receipt of the certification of tax levies from the county excise board, extends the tax levies on the tax roll for submission to the county treasurer prior to October 1. The county treasurer must commence tax collection

PIONEER LIBRARY SYSTEM  
Notes to Financial Statements  
June 30, 2011

Note 1 – Summary of Significant Accounting Policies (continued)

within fifteen days of receipt of the tax rolls. The first half of the taxes is due prior to January 1. The second half is due prior to April 1.

If the first payment is not made timely, the entire tax becomes due and payable on January 1. Second half taxes become delinquent on April 1 of the year following the year of assessment. If not paid by the following October 1, the property is offered for sale for the amount of taxes due. The owner has two years to redeem the property by paying the taxes and penalty owed. If at the end of two years the owner has not Done so, the purchaser is issued a deed to the property. The Offices of Cleveland, McClain and Pottawatomie Counties bill and collect the property taxes and remit its share to the Library.

Property taxes receivable by the Library include uncollected taxes assessed as of October 1, 2005 and earlier. Provision for uncollectible taxes of \$4,850 has been recorded. No provision has been made in the other funds for uncollectible amounts. All property taxes earned at year-end but not yet received are included in receivables reported on the government-wide statements. In the fund financial statements, property taxes are recorded as revenue in the period levied to the extent they are collected within 60 days of year-end. Any remaining property taxes due are deferred until they become available.

State Revenues - The Library receives revenue from the state to administer certain categorical library programs. The board of trustees has designated these funds to be used in technology.

Interfund Balances - During the course of normal operations, the Library has transactions between funds including expenditures and transfers of resources to provide services, purchase assets and service debt. Transactions that are normal and recurring between funds are recorded as operating transfers.

Contributed Facilities and Services - The Library operates several branches located in government-owned buildings and receives certain services without charge. The estimated fair rental value of the premises and service is not reported in the accompanying statement of revenues, expenditures, and changes in fund balance.

Grants - The Library records income from grants in the period received or to the extent of expenses paid prior to reimbursement by a grant.

Income Taxes - The Library was established under the provisions of the Oklahoma Constitution and as such is exempt from income taxes under the Internal Revenue Code as a unit of government. The Library is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Library has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions. No provision for federal or state income taxes has been recorded. There was no interest or penalties to the Internal Revenue Service included in these financial statements. The 2008, 2009, and 2010 tax years remain open and are subject to examination by the Internal Revenue Service and the State of Oklahoma.

Prepaid Expenses - The Library records prepaid insurance, subscriptions and maintenance agreements for that portion of payments which have not been used at year-end for government-wide financial statement purposes. Prepaid expense is included in other current assets in the statement of net assets.

Restricted Resources - The Library records gifts and grants as restricted when the donor specifies a restriction on the timing or use of the gift or grant. Expenses are allocated first to the restricted resource.

PIONEER LIBRARY SYSTEM  
Notes to Financial Statements  
June 30, 2011

Note 1 – Summary of Significant Accounting Policies (continued)

If additional expense is incurred, the expense is allocated to unrestricted funds when the restriction has been depleted.

Use of Estimates - The preparation of financial statements requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note 2 – Cash and Investments

The Library's investment policies are governed by state statute. Permissible investments include direct obligations of the United States Government and Agencies; certificates of deposit of savings and loan associations and bank and trust companies; and savings accounts or savings certificates of savings and loan associations and trust companies.

Custodial Credit Risk - Deposits – Custodial credit risk is the risk that in the event of a bank failure, the Library's deposits may not be returned to it. At June 30, 2011, none of the Library's bank balance of \$6,901,274 was exposed to custodial credit risk because it was all insured and collateralized. The balance is collateralized with securities held by First Fidelity Bank in the Library's name. The market value of these securities as of June 30, 2011 was \$12,334,220.

Investment Interest Rate Risk - The investments of the Pension Plan (see also Note 9) are invested in various mutual funds with the Bank of Oklahoma, and may be used only for the payment of benefits to the members of the Plan. The composition of the pension trust fund at fair value is shown in the following table.

|                                | <u>Market<br/>Value</u> | <u>Credit Exposure<br/>as a Percentage of<br/>Total Investments</u> |
|--------------------------------|-------------------------|---------------------------------------------------------------------|
| Pension Fund                   |                         |                                                                     |
| Pooled Equity Funds            | \$ 1,721,876            | 56.21%                                                              |
| Pooled Fixed Income Funds      | 1,116,424               | 36.45%                                                              |
| Alternative Investments        | 224,713                 | 7.34%                                                               |
| Total Pension Fund Investments | <u>\$ 3,063,013</u>     | <u>100.00%</u>                                                      |

Pension Fund Policy

The Pioneer Library System Pension Plan and Trust provides for investment managers who have full discretion of assets allocated to them subject to the overall investment guidelines set out in the policy. Manager performance is reviewed by a consultant who provides reports to the newly established



PIONEER LIBRARY SYSTEM  
Notes to Financial Statements  
June 30, 2011

retirement plans investment and administrative committee and to the board. Any changes in the investment management firm must be reported as they occur. Overall investment guidelines provide for diversification and allow investment in domestic and international common stocks, fixed income securities, cash equivalents, index funds, collective trust funds and mutual funds. The Plan addresses custodial credit risk with policy providing for the engagement of a custodian who accepts possession of securities for safekeeping; collects and disburses income; collects principal of sold, matured, or called items; and provides periodic accounting to the board. The pension trust fund holds \$2,676,870 in investments. This amount is held by the investment counterparty, not in the name of the pension fund or the Library.

Pension Trust investing is restricted by Oklahoma Statutes to the Prudent Investor Rule.

Note 3 – Note Receivable

The Library received a note receivable included in the settlement of an estate during the year ended June 30, 2005. The original note is \$100,000 at zero interest, and is due in 2014. The note has been discounted to \$88,172.19 to report it at its fair market value at June 30, 2011.

Note 4 – Collections

The Library has not capitalized existing inexhaustible collections, including research books, because the values are not readily determinable.

Note 5 – Short-Term Borrowing

On an annual basis, the Library utilizes short-term unsecured promissory notes in anticipation of the collection of ad valorem taxes. In accordance with Title 65 Section 4-105 of the Oklahoma Statutes, the term of the loan may not exceed one year. As of June 30, 2011, no balance was owed. No interest expense was paid or incurred during the year ended June 30, 2011.

Note 6 – Long-term Liabilities

The long-term liability balance and activity for the year were as follows:

|                      | Beginning<br><u>Balance</u> | <u>Additions</u> | <u>Reductions</u> | Ending<br><u>Balance</u> | Amounts Due<br><u>Within One Year</u> |
|----------------------|-----------------------------|------------------|-------------------|--------------------------|---------------------------------------|
| Compensated Absences | 273,734                     | 389,170          | 383,322           | 279,582                  | 279,582                               |

The general fund will be used to settle the compensated absences liability.

PIONEER LIBRARY SYSTEM  
Notes to Financial Statements  
June 30, 2011

Note 7 – Capital Assets

Capital assets of the Library at June 30, 2011 are as follows:

|                             | <u>Beginning<br/>Balances</u> | <u>Increases</u> | <u>Decreases</u> | <u>Ending<br/>Balances</u> |
|-----------------------------|-------------------------------|------------------|------------------|----------------------------|
| Depreciable Capital Assets: |                               |                  |                  |                            |
| Library Books               | 9,707,417                     | 2,423,762        | 833,886          | 11,297,293                 |
| Furniture and Fixtures      | 826,003                       | 202,809          | 37,688           | 991,124                    |
| Computer Equipment          | 1,916,204                     | 130,414          | 81,311           | 1,965,307                  |
| Vehicles                    | 129,885                       | 25,086           | 16,711           | 138,260                    |
| Total Capital Assets        | <u>12,579,509</u>             | <u>2,782,071</u> | <u>969,596</u>   | <u>14,391,984</u>          |
| Less Accumulated            |                               |                  |                  |                            |
| Depreciation for:           |                               |                  |                  |                            |
| Library Books               | 5,497,791                     | 1,495,269        | 833,886          | 6,159,174                  |
| Furniture and Fixtures      | 568,594                       | 71,814           | 35,593           | 604,815                    |
| Computer Equipment          | 1,396,673                     | 247,660          | 81,311           | 1,563,022                  |
| Vehicles                    | 59,754                        | 36,240           | 16,711           | 79,283                     |
| Total Accumulated           |                               |                  |                  |                            |
| Depreciation                | <u>7,522,812</u>              | <u>1,850,983</u> | <u>967,501</u>   | <u>8,406,294</u>           |
| Total Depreciable Capital   |                               |                  |                  |                            |
| Assets, Net                 | <u>5,056,697</u>              | <u>931,088</u>   | <u>2,095</u>     | <u>5,985,690</u>           |

PIONEER LIBRARY SYSTEM  
Notes to Financial Statements  
June 30, 2011

Note 8 – Operating Lease Commitments

The Library leases a building for the service center, a building for the development office, telephone equipment, a postage machine and copiers for its branch facilities and for administration under operating leases. The copier leases expire in March 2013. The other leases are renewed on an annual basis. Lease expense under these leases for 2011 was \$133,265.23. Future minimum annual lease expense for these leases are as follows:

|            |                  |
|------------|------------------|
| 2011       | \$ 6,220         |
| 2012       | \$ 18,664        |
| 2013       | \$ 18,664        |
| 2014       | \$ 18,664        |
| 2015       | <u>\$ 18,664</u> |
| Thereafter | <u>\$ 12,440</u> |
|            | \$ 93,316        |

Note 9 – Defined Benefit Retirement Plan

Plan Description - The Pioneer Library System Pension Plan and Trust (The Plan) is a single-employer public employees retirement system (PERS) plan that covers all full-time employees of the Library. This plan was frozen as of December 31, 2008. Retirement benefits are based on length of service and salary. Normal retirement for the new plan is 65 years of age. Death and deferred vested benefits are also available under the plan. All benefits vest after 10 years of credited service. Pioneer employees who retire after age sixty-five with more than four years of credited service are entitled to an annual retirement benefit, payable monthly, in an amount equal to one percent of their average salary based on their highest five consecutive years within 10 years of retirement. If an employee has less than 10 years of vesting service, the amount of the benefit is reduced by 1/10<sup>th</sup> for each vesting year of service fewer than ten. Actuarial valuations are performed annually on January 1.

Funding Policy - Employees of the library are not required to contribute to the plan. The library is required to make annual contributions based on an actuarially computed percentage of covered wages in amounts sufficient to cover normal cost of benefits and amortize the prior service liabilities. The Pioneer Library System Board of Trustees has the authority to establish and or amend the funding policy of the plan. Contributions for the year ending June 30, 2011 to the defined benefit plan were \$155,750.

Net Pension Obligation and Annual Pension Cost - The required contribution was determined as part of the January 1, 2011 actuarial valuation using the aggregate salary method, which does not identify and separately amortize unfunded actuarial liabilities. The amortization method used was the level percent of compensation method. The most recent actuarial valuation was for the calendar year 2011 and the period is closed. The actuarial assumptions included

- (a) 6% investment rate of return,
- (b) projected salary increases of 5% and
- (c) post-retirement increases of 5%.

PIONEER LIBRARY SYSTEM  
Notes to Financial Statements  
June 30, 2011

Note 10 – Retirement Plan

The annual net pension obligation and annual pension cost for the current year were as follows:

|                                           |                     |
|-------------------------------------------|---------------------|
| Net Pension Obligation, Beginning of Year | \$ 1,546,991        |
| Earning from Investments                  | 76,314              |
| Unrealized Depreciation                   | 335,032             |
| Realized Gain                             | 88,750              |
| Contribution                              | 155,750             |
| Distributions                             | (139,561)           |
| Fees and Commissions                      | (15,242)            |
| Change in Valuation                       | (766,041)           |
| Net Pension Obligation, End of Year       | <u>\$ 1,281,993</u> |

|                                  |                     |
|----------------------------------|---------------------|
| Present Value of Future Benefits | \$ 4,348,456        |
| Valuation of Assets              | 3,066,463           |
| Net Pension Obligation           | <u>\$ 1,281,993</u> |

Components of Annual Pension Cost:

|                                                             |                   |
|-------------------------------------------------------------|-------------------|
| Normal Cost                                                 | \$ 141,747        |
| Interest at 6%                                              | 8,505             |
| Annual Contribution Necessary to Avoid a Funding Deficiency | <u>\$ 150,252</u> |

Three year trend information is as follows:

| <u>Three- Year Trend Information</u>          |                                                      |                                                          |                                                   |                       |
|-----------------------------------------------|------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------|-----------------------|
| <u>Fiscal</u><br><u>Year</u><br><u>Ending</u> | <u>Annual</u><br><u>Pension</u><br><u>Cost (APC)</u> | <u>Percentage</u><br><u>of APC</u><br><u>Contributed</u> | <u>Net</u><br><u>Pension</u><br><u>Obligation</u> | <u>Actual Contrib</u> |
| 6/30/2009                                     | \$ 205,063                                           | 107.7%                                                   | \$1,867,623                                       | \$220,820             |
| 6/30/2010                                     | \$ 163,645                                           | 109.5%                                                   | \$1,546,991                                       | \$179,130             |
| 6/30/2011                                     | \$ 150,252                                           | 103.7%                                                   | \$1,281,993                                       | \$155,750             |

PIONEER LIBRARY SYSTEM  
Notes to Financial Statements  
June 30, 2011

Note 10 – Retirement Plan (continued)

Multi-year trend information for the plan is as follows:

| Schedule of Funding Progress for Pioneer Library System Pension Plan and Trust |                                        |                                                             |                                    |                          |                           |                                                               |
|--------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------------------------|------------------------------------|--------------------------|---------------------------|---------------------------------------------------------------|
| Actuarial<br>Valuation<br>Date                                                 | Actuarial<br>Value of<br>Assets<br>(a) | Actuarial<br>Accrued<br>Liability (AAL)<br>Entry Age<br>(b) | Unfunded<br>AAL<br>(UAAL)<br>(b-a) | Funded<br>Ratio<br>(a/b) | Covered<br>Payroll<br>(c) | UAAL as a<br>Percentage<br>of Covered<br>Payroll<br>[(b-a)/c] |
| 6/30/2009                                                                      | \$2,093,150                            | \$3,960,773                                                 | \$1,867,623                        | 52.8%                    | \$3,537,158               | 52.8%                                                         |
| 6/30/2010                                                                      | \$2,565,420                            | \$4,112,411                                                 | \$1,546,991                        | 62.4%                    | \$ -                      | N/A                                                           |
| 6/30/2011                                                                      | \$3,066,463                            | \$4,348,456                                                 | \$1,281,993                        | 70.5%                    | \$ -                      | N/A                                                           |

The Plan's annual financial report is available from the Business Office of the Pioneer Library System, 225 North Webster, Norman, Oklahoma 73069.

Note 11 – Defined Contribution Retirement Plan

Plan Description - On January 1, 2009 the library implemented this plan. Normal retirement age for this plan is 65 years of age. Death and deferred vested benefits are also available under this plan. All benefits vest after 5 years of credited service. Employees who retire after age sixty-five will receive their vested benefits in one of the following manners out of the amount accumulated in their accounts: (i) by lump sum payments, or (ii) in equal monthly, quarterly, semi-annual or annual installment payments; provided an installment election must be for a period less than their life expectancy or the life expectancy of their beneficiaries.

Funding Policy - Employees of the library are not required to contribute to the plan. The library makes an annual contribution based on a percentage of an employee's salary. The Pioneer Library System Board of Trustees has the authority to establish and or amend the funding policy of the plan. Benefits paid for 2011 to the plan were \$360,583.

Note 12 – Endowment Fund

The library is the beneficiary of investment income on three endowment funds that are under the control of the Communities Foundation of Oklahoma. The value of the funds as of June 30, 2011 was \$294,946. and the value as of June 30, 2010 was \$263,570.

Note 13 – Risk Management

The Library is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions and natural disasters for which the Library carries commercial insurance. There have been no significant reductions in coverage from the prior year and settlements have not exceeded coverage in the past three years.

PIONEER LIBRARY SYSTEM  
Notes to Financial Statements  
June 30, 2011

Note 14 – Commitments

In the year ended June 30, 2005, the Library received a distribution from an estate that was to be used for the Noble Public Library. Construction commenced on an addition to the Noble library building in 2006. During 2007 construction was completed. Costs incurred during the year ended June 30, 2007 were approximately \$639,000, for a total of \$1,096,000. These costs have been expensed since the building will be owned by the City of Noble. As of June 30, 2011, the City of Noble has not signed the Inter-local agreement taking ownership of the building.

Note 15 – Subsequent Events

Oklahoma City broke ground on a new library in May of 2010. The building should be complete in the fall of 2011 and at that time it will become part of the Pioneer Library System since it will be located in Cleveland County.

Subsequent events have been evaluated through the issuance date of this report and no significant events were noted, except those mentioned above.

**PIONEER LIBRARY SYSTEM**  
**Budgetary Comparison Schedule – General Fund (Unaudited)**  
**For the Year Ended June 30, 2011**

|                                             | Budgeted<br>Amounts<br>Original | Budgeted<br>Amounts Final | Actual<br>Amounts<br>GAAP Basis | Budget to<br>GAAP<br>Differences<br>Over(Under) | Actual<br>Amounts<br>Budgetary<br>Basis | Variance with<br>Final Budget<br>Positive<br>(Negative) |
|---------------------------------------------|---------------------------------|---------------------------|---------------------------------|-------------------------------------------------|-----------------------------------------|---------------------------------------------------------|
| Designated Fund Balance, July 1             | \$ 2,456,000                    | 868,996                   |                                 |                                                 |                                         |                                                         |
| Undesignated Fund Balance July 1            | \$ 1,832,022                    | 3,356,194                 |                                 |                                                 |                                         |                                                         |
| Budgetary Fund Balance, July 1              | \$ 4,288,022                    | \$ 4,225,190              | \$ 5,812,194                    | 2 \$                                            | --                                      | \$ 1,587,004                                            |
| <b>Resources (inflows)</b>                  |                                 |                           |                                 |                                                 |                                         |                                                         |
| Property Taxes                              | 12,518,330                      | 12,739,633                | 13,107,244                      | 24,000                                          | 13,083,244                              | 343,611                                                 |
| State Revenue                               | 166,291                         | 166,291                   | 186,033                         | 18,476                                          | 167,557                                 | 1,266                                                   |
| Interest                                    | --                              | --                        | 46,604                          | (3,476)                                         | 50,080                                  | 50,080                                                  |
| Other                                       | 353,600                         | 383,400                   | 391,576                         | (2)                                             | 391,578                                 | 8,178                                                   |
| Use of Designated Fund Balance              | --                              | 1,587,004                 | --                              | --                                              | 751,190                                 | (835,814)                                               |
| Amounts Available for Appropriat            | \$ 17,326,243                   | \$ 19,101,518             | \$ 19,543,651                   | \$ 38,998                                       | \$ 20,255,843                           | \$ 1,154,325                                            |
| <b>Charges to Appropriations (outflows)</b> |                                 |                           |                                 |                                                 |                                         |                                                         |
| Personnel Services                          | \$ 7,237,660                    | \$ 8,106,503              | \$ 7,752,675                    | \$ (27,201)                                     | \$ 7,725,474                            | \$ 381,029                                              |
| Personnel Services SOKC                     | --                              | 625,000                   | 55,876                          | --                                              | 55,876                                  | 569,124                                                 |
| Materials                                   | 2,525,000                       | 2,180,000                 | 2,206,414                       | 193,940                                         | 2,400,354                               | (220,354)                                               |
| Materials-SOKC                              | --                              | 1,440,000                 | 669,330                         | --                                              | 669,330                                 | 770,670                                                 |
| General and Administrative                  | 876,861                         | 890,825                   | 929,468                         | (203,218)                                       | 726,250                                 | 164,575                                                 |
| Technology                                  | 825,000                         | 825,000                   | 733,436                         | 32,058                                          | 765,494                                 | 59,506                                                  |
| Technology-SOKC                             | --                              | 235,000                   | 25,984                          | --                                              | 25,984                                  | 209,016                                                 |
| Virtual Library                             | 200,000                         | 200,000                   | 161,440                         | --                                              | 161,440                                 | 38,560                                                  |
| System Services                             | 367,700                         | 374,000                   | 265,212                         | 37,593                                          | 302,805                                 | 71,195                                                  |
| Total Charges to Appropriations             | \$ 12,032,221                   | \$ 14,876,328             | \$ 12,799,835                   | 1 \$ 33,172                                     | \$ 12,833,007                           | \$ 2,043,321                                            |
| Designated Fund Balance-Current             | \$ 1,006,000                    | \$ --                     | --                              | 468,996                                         | 468,996                                 | (468,996)                                               |
| Budgetary Fund Balance, June 30             | \$ 4,288,022                    | \$ 4,225,190              | \$ 6,743,816                    | \$ 5,826                                        | \$ 6,953,840                            | \$ 2,728,650                                            |

**Budget to Actual Reconciliation:**

Revenues on a budgetary basis are based on cash received rather than the modified accrual basis used for financial reporting

38,998

Encumbrances for supplies and equipment ordered but not received are reported in the year the order is placed for budgetary purposes but in the year the supplies are received for financial reporting

1 (33,172)

The amount reported as "fund balance" on the budgetary basis of accounting derives from the basis of accounting used in preparing the District's budget. This amount differs from the fund balance reported in the statement of revenues, expenditures and changes in fund balances because of the cumulative effect of transactions such as those described above.

2  
5,826

**Notes to required Supplementary Information**

**Note Budgeting and Budgetary Control**

Oklahoma Statute requires the Library to prepare an annual budget. The various excise County Excise Boards formally approve the annual budget for the general fund. The Library adopts its budget at the fund level.

**Budgetary Basis of Accounting**

Under the budgetary basis of accounting revenues are recognized when they are received rather than earned. Purchases of materials, outside services and capital outlay are recognized as expenditures when the commitment to purchase is made (encumbered).





## Gray, Blodgett & Company, PLLC

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BOBBY COCKERHAM, CPA  
ROSS H. ROYE, CPA

### REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

September 20, 2011

To the Board of Directors  
Pioneer Library System

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Pioneer Library System as of and for the years ended June 30, 2011, which collectively comprise the Library's basic financial statements and have issued our report thereon dated September 20, 2011. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

#### Internal Control over Financial Reporting

In planning and performing our audits, we considered Pioneer Library System's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Pioneer Library System's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Library's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified certain deficiencies in internal control over financial reporting, described in the accompanying schedule of findings and questioned costs as item #2011-1 that we consider to be significant deficiencies in internal control over financial reporting. A significant deficiency is a deficiency or a combination of deficiencies in internal control that is less severe than a material weakness in internal control over financial reporting or a material weakness in internal control over compliance yet important enough to merit attention by those charged with governance.

Pioneer Library System's response to the significant deficiency identified in our audit is described in the accompanying schedule of findings. We did not audit Pioneer Library System's responses, and, accordingly, we express no opinion on it.



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principa|alliance  
MEMBER



To the Board of Directors  
Pioneer Library System  
September 20, 2011  
Page Two

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Pioneer Library System's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended for the information of the Board of Directors, management, and federal and state awarding agencies and pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties.

GRAY, BLODGETT & COMPANY, PLLC

*Gray, Blodgett & Company, PLLC*

PIONEER LIBRARY SYSTEM  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
JUNE 30, 2011

#2011-01

Statement of Condition: Adjusting journal entries were necessary due to formula errors found within excel spreadsheets that are used by management to reconcile the books. The accounts affected were grants receivables and depreciation expense.

Criteria: Spreadsheets are relied upon to reconcile specific accounts.

Effect: The Library's financial statements could have been materially misstated from the errors in these excel spreadsheets.

Cause: Personnel did not realize that specific cells within the excel spreadsheet were not included in the formulas.

Recommendation: Management should verify formulas in excel spreadsheets and calculations should be reviewed.

Questioned costs: None

PIONEER LIBRARY SYSTEM  
CORRECTIVE ACTION PLAN  
JUNE 30, 2011

Name: Pioneer Library System

Auditing Firm: Gray, Blodgett & Company, PLLC

Audit Period: For the year ended June 30, 2011

Comments on Findings and Recommendations

Pioneer Library System agrees with the findings and recommendations as set out in the Auditors' report as of September 20, 2011.

Actions taken or planned

#2011-01

Management will verify and review formulas.

**Regular Board of Commissioners**

**2. f.**

**Meeting Date:** 10/17/2011

Advertise for bids fire suppression

Submitted By: Donna Mayo, Administration

Department: Administration

---

Information

Title of Item for Agenda

Authorize staff to advertise for bids on Community Center Fire Suppression System.

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Attachments

Fire Suppression System

# City of Shawnee Memorandum

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**To:** Mayor and City Commissioners  
**CC:** Brian Mcdougal, City Manager  
**From:** James Bryce, Director of Operations  
**Date:** October 13, 2011  
**Re:** Community Center Fire Suppression System

---

Staff requests permission to begin the bidding process on the Community Center Fire Suppression System. Funds will come from the Community Center Capital Budget.

Account Number 301-5-1130-5420 211 1130-02

Budget Amount \$80,000.00

**Regular Board of Commissioners**

**2. g.**

**Meeting Date:** 10/17/2011

Expo Parking Lot

Submitted By: Donna Mayo, Administration

Department: Administration

---

Information

Title of Item for Agenda

Authorize staff to let for bids the Expo Parking Lot Improvement Project.

---

**Regular Board of Commissioners**

**2. h.**

**Meeting Date:** 10/17/2011

Lake Lease Renewals

Submitted By: Donna Mayo, Administration

Department: Administration

---

Information

Title of Item for Agenda

Lake Lease Renewals

- Lot 2 Fry Tract, 17404 Magnino Road  
H. Land and M. Land
- Lot 3 / 4 Green Tract, 32105 Hornbeck Road  
J. Mankin and S. Mankin
- Lot 2 Damron Tract, 33705 Belcher Road  
B. Benton

---

Attachments

Lake Renewal - Land

Lake Renewal - Mankin

Lake Renewal - Benton



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

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

|                                                              |                                                                                                     |                            |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|----------------------------|
| <b>Date</b>                                                  | 9/13/11                                                                                             | <b>License No.</b> #009807 |
| <b>Type</b>                                                  | <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i> |                            |
| <b>Commission Meeting Date</b>                               | 10/17/11                                                                                            |                            |
| <b>Property Address</b>                                      | 17404 MAGNINO RD                                                                                    |                            |
| <b>Lake Site Location</b>                                    | LOT 2 FRY TRACT                                                                                     |                            |
| <b>Lease Dates</b>                                           | 07/01/2011 – 07/01/2041                                                                             |                            |
| <b>Lease Fee (changes annually)</b>                          | \$612.00                                                                                            |                            |
| <b>Inspection Fee</b>                                        | \$75.00    Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          |                            |
| <b>Lessee (Transfer To)</b>                                  |                                                                                                     |                            |
| <b>Name(s)</b>                                               | HENRY & MARTA LAND                                                                                  |                            |
| <b>Address</b>                                               | SEE FILE                                                                                            |                            |
| <b>Phone</b>                                                 | SEE FILE                                                                                            |                            |
| <b>Current Lessee (Transfer From)</b> <i>(if applicable)</i> |                                                                                                     |                            |
| <b>Name(s)</b>                                               |                                                                                                     |                            |
| <b>Address</b>                                               |                                                                                                     |                            |
| <b>Phone</b>                                                 |                                                                                                     |                            |
| <b>Inspection Information</b>                                |                                                                                                     |                            |
| <b>Inspection Required</b>                                   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if no, due: 12/15/2012)        |                            |
| <b>DEQ Report on File</b>                                    | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                 |                            |
| <b>Type of Septic System</b>                                 | <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic                   |                            |
| <b>Last Inspected/Pumped</b>                                 | 12/15/2007                                                                                          |                            |
| <b>Misc. Comments</b>                                        |                                                                                                     |                            |
| <b>Total Charges Paid: \$612.00</b>                          |                                                                                                     |                            |





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

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

|                                                       |                                                                                              |                            |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------|
| <b>Date</b>                                           | 9/28/11                                                                                      | <b>License No. #010696</b> |
| <b>Type</b>                                           | <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer (Fee: \$1,000) |                            |
| <b>Commission Meeting Date</b>                        | 10/17/11                                                                                     |                            |
| <b>Property Address</b>                               | 32105 HORNBECK RD                                                                            |                            |
| <b>Lake Site Location</b>                             | LOT 3/4 GREEN TRACT                                                                          |                            |
| <b>Lease Dates</b>                                    | 11/3/2011 – 11/3/2041                                                                        |                            |
| <b>Lease Fee (changes annually)</b>                   | \$612.00                                                                                     |                            |
| <b>Inspection Fee</b>                                 | \$75.00    Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |                            |
| <b>Lessee (Transfer To)</b>                           |                                                                                              |                            |
| <b>Name(s)</b>                                        | JERRY & SHARON MANKIN                                                                        |                            |
| <b>Address</b>                                        | SEE FILE                                                                                     |                            |
| <b>Phone</b>                                          | SEE FILE                                                                                     |                            |
| <b>Current Lessee (Transfer From)</b> (if applicable) |                                                                                              |                            |
| <b>Name(s)</b>                                        |                                                                                              |                            |
| <b>Address</b>                                        |                                                                                              |                            |
| <b>Phone</b>                                          |                                                                                              |                            |
| <b>Inspection Information</b>                         |                                                                                              |                            |
| <b>Inspection Required</b>                            | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if no, due: 11/2/14)    |                            |
| <b>DEQ Report on File</b>                             | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                          |                            |
| <b>Type of Septic System</b>                          | <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic            |                            |
| <b>Last Inspected/Pumped</b>                          | 11/02/09                                                                                     |                            |
| <b>Misc. Comments</b>                                 |                                                                                              |                            |
| <b>Total Charges Paid: \$612.00</b>                   |                                                                                              |                            |



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

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

|                                                                                                 |                                                                                                       |                            |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------|
| <b>Date</b>                                                                                     | 9/23/11                                                                                               | <b>License No. #010325</b> |
| <b>Type</b>                                                                                     | <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer ( <i>Fee: \$1,000</i> ) |                            |
| <b>Commission Meeting Date</b>                                                                  | 10/07/11                                                                                              |                            |
| <b>Property Address</b>                                                                         | 33705 Belcher Rd                                                                                      |                            |
| <b>Lake Site Location</b>                                                                       | Lot 2 Damron Tract                                                                                    |                            |
| <b>Lease Dates</b>                                                                              | 9/23/2011 – 9/23/2041                                                                                 |                            |
| <b>Lease Fee (changes annually)</b>                                                             | \$612.00                                                                                              |                            |
| <b>Inspection Fee</b>                                                                           | \$75.00    Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No            |                            |
| <b>Lessee (Transfer To)</b>                                                                     |                                                                                                       |                            |
| <b>Name(s)</b>                                                                                  | Bette Benton                                                                                          |                            |
| <b>Address</b>                                                                                  | SEE FILE                                                                                              |                            |
| <b>Phone</b>                                                                                    | SEE FILE                                                                                              |                            |
| <b>Current Lessee (Transfer From)</b> <span style="float: right;"><i>(if applicable)</i></span> |                                                                                                       |                            |
| <b>Name(s)</b>                                                                                  |                                                                                                       |                            |
| <b>Address</b>                                                                                  |                                                                                                       |                            |
| <b>Phone</b>                                                                                    |                                                                                                       |                            |
| <b>Inspection Information</b>                                                                   |                                                                                                       |                            |
| <b>Inspection Required</b>                                                                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if no, due: 9/07/12)             |                            |
| <b>DEQ Report on File</b>                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No                                              |                            |
| <b>Type of Septic System</b>                                                                    | <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic                     |                            |
| <b>Last Inspected/Pumped</b>                                                                    | 9/07/07                                                                                               |                            |
| <b>Misc. Comments</b>                                                                           |                                                                                                       |                            |
| <b>Total Charges Paid: \$612.00</b>                                                             |                                                                                                       |                            |

**Regular Board of Commissioners**

**4.**

**Meeting Date:** 10/17/2011

Mayor's Proclamation

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Mayor's Proclamation:

"Boo on Bell Day"

October 29, 2011

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**Regular Board of Commissioners**

**5.**

**Meeting Date:** 10/17/2011

Rezone 1900 S Gordon Cooper

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Public hearing and consider an ordinance rezoning property located at 1900 S. Gordon Cooper Drive from A-1; Agricultural to C-3; Automotive, Commercial and Recreation. Case #P11-11 Applicant: React EMS

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Attachments

Rezone Application 1900 S Gordon Cooper

Ordinance P11-11

RECOMMENDATION TO:

MAYOR  
BOARD OF CITY COMMISSIONERS  
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE  
PLANNING COMMISSION

SUBJECT:

APPLICANT: REACT EMS  
FOR: Rezone  
LOCATION: 1900 S. Gordon Cooper Dr.  
PROJECT#: 111022 Case# P11-11

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: A-1; Agricultural  
REQUESTED CLASSIFICATION: C-3; Automotive, Commercial & Recreation  
PROPOSED PROPERTY USE: Healthcare Facility and EMS Station

PLANNING COMMISSION MEETING DATE: October 5, 2011

PLANNING COMMISSION RECOMMENDATION: Defer to November 2, 2011 Planning Commission meeting

VOTE OF THE PLANNING COMMISSION: *MEMBERS PRESENT:* 7

| MEMBERS:               | 1ST | 2ND | AYE | NAY | ABSTAIN | COMMENTS |
|------------------------|-----|-----|-----|-----|---------|----------|
| HOLT                   |     |     | X   |     |         |          |
| CARTER                 |     | X   | X   |     |         |          |
| HOSTER                 | X   |     | X   |     |         |          |
| TURNER (CHAIRMAN)      |     |     | X   |     |         |          |
| SILVIA (VICE-CHAIRMAN) |     |     | 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](http://www.ShawneeOK.org)

**STAFF REPORT**  
**Case #P11-11**

TO: Shawnee Planning Commission

AGENDA: October 5, 2011

RE: CASE #P11-11; 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 construction of an EMS Facility and to assign a consistent zoning classification that encompasses the existing uses. The property is developed as a medical complex (Unity South) and is not appropriately zoned at present. Surrounding uses include governmental, tribal and public/quasi-public.

**GENERAL INFORMATION**

|                                       |                                                                                       |
|---------------------------------------|---------------------------------------------------------------------------------------|
| <b>Applicant</b>                      | REACT EMS                                                                             |
| <b>Owners</b>                         | Pottawatomie County<br>Pottawatomie County Hospital Authority                         |
| <b>Site Location/Address</b>          | 1900 Gordon Cooper                                                                    |
| <b>Current Site Zoning</b>            | A-1 (Agricultural)                                                                    |
| <b>Parcel Size</b>                    | Multiple parcels; see legal descriptions                                              |
| <b>Proposed Zoning</b>                | C-3                                                                                   |
| <b>Proposed Use</b>                   | Continuance of Healthcare Facility<br>Construction of EMS Station (ambulance service) |
| <b>Comprehensive Plan Designation</b> | Rural/Agricultural                                                                    |
| <b>Existing Land Use</b>              | Healthcare Facility                                                                   |
| <b>Surrounding Land Use</b>           | <u>North:</u> CPN Festival Grounds                                                    |

|                           |                                                                                                         |
|---------------------------|---------------------------------------------------------------------------------------------------------|
|                           | <u>South:</u> Cemetery<br><u>West:</u> CPN Cultural Heritage Center<br><u>East:</u> Vacant/Agricultural |
| <b>Surrounding Zoning</b> | <u>North:</u> A-1<br><u>South:</u> A-1<br><u>West:</u> A-1<br><u>East:</u> C-2                          |

## STAFF ANALYSIS AND FINDINGS

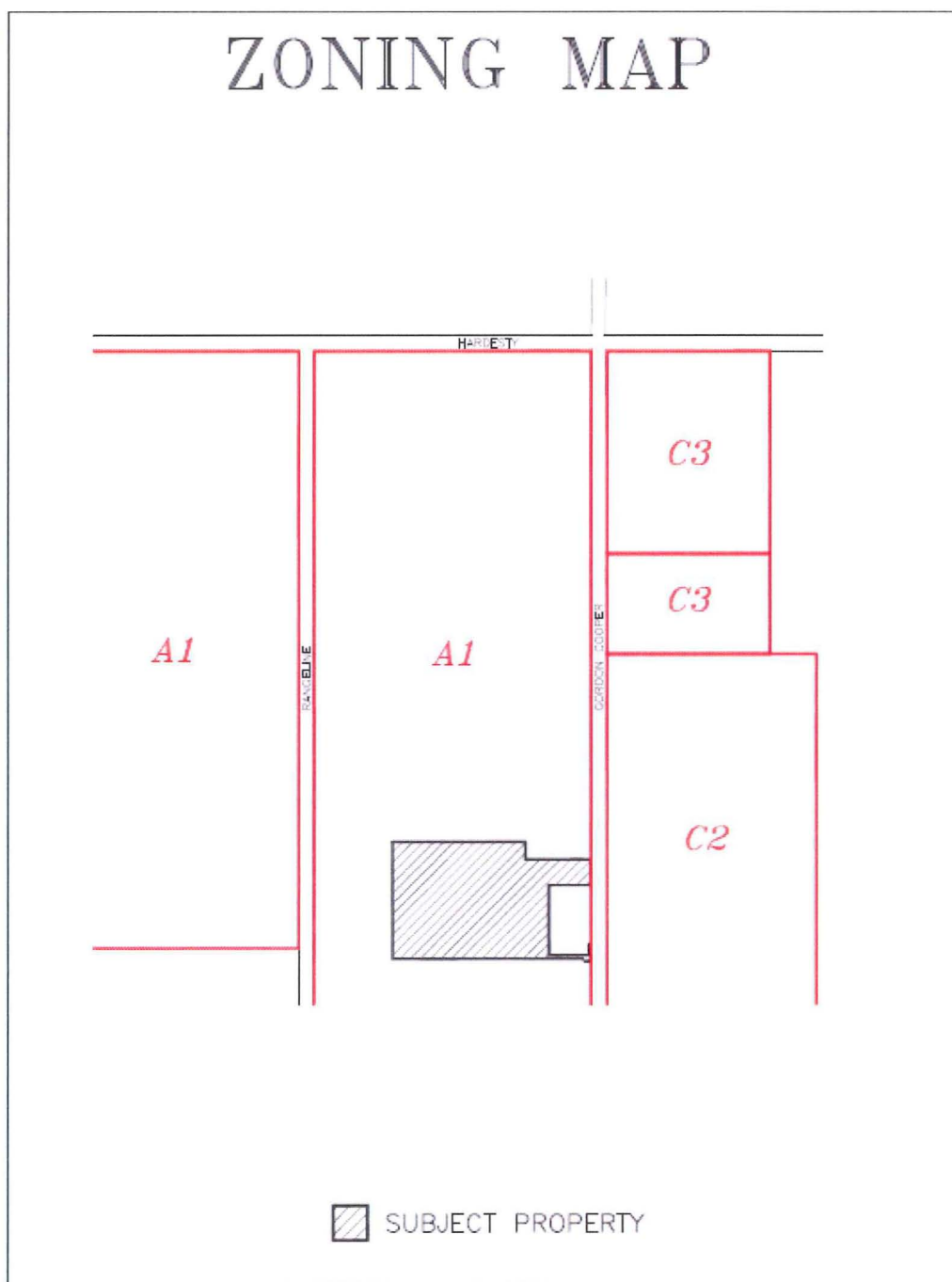
The subject property is currently zoned A-1 – Agricultural and is the site of Unity Health Center, South Campus. Hospitals are permitted in the A-1 Zone with approval of a Conditional Use Permit. A conditional use permit has not been approved for the subject site. An “Ambulance Service” is a permitted use in the C-3 commercial district. Hospitals (health center, etc.) are permitted outright in the C-3 and C-4 zone. Therefore, the proposed zoning district allows for both the existing and the planned future use of the site to be compliant with City zoning standards.

Figures 1-3 illustrate zoning, site conditions, and planned future land use. The Shawnee Comprehensive Plan (2005) indicates that the anticipated future use of the property is Rural Development/Agriculture. This is puzzling, since Unity South has been in existence for many years and predates the Comprehensive Plan. It is clear, that the subject property and adjacent lands are typified by governmental uses (health center, County Health Department, CPN Cultural Heritage Center, etc.) and the proposed rezone request recognizes existing and adjacent uses, while allowing for construction of an EMS Station to serve south Shawnee and beyond.

Staff notes that the Comprehensive Plan appears to be completely inaccurate and erroneous south of the North Canadian River, a fact probably attributed to the fact that a majority of the land is Native American Trust Land and not subject to City zoning or land use controls.

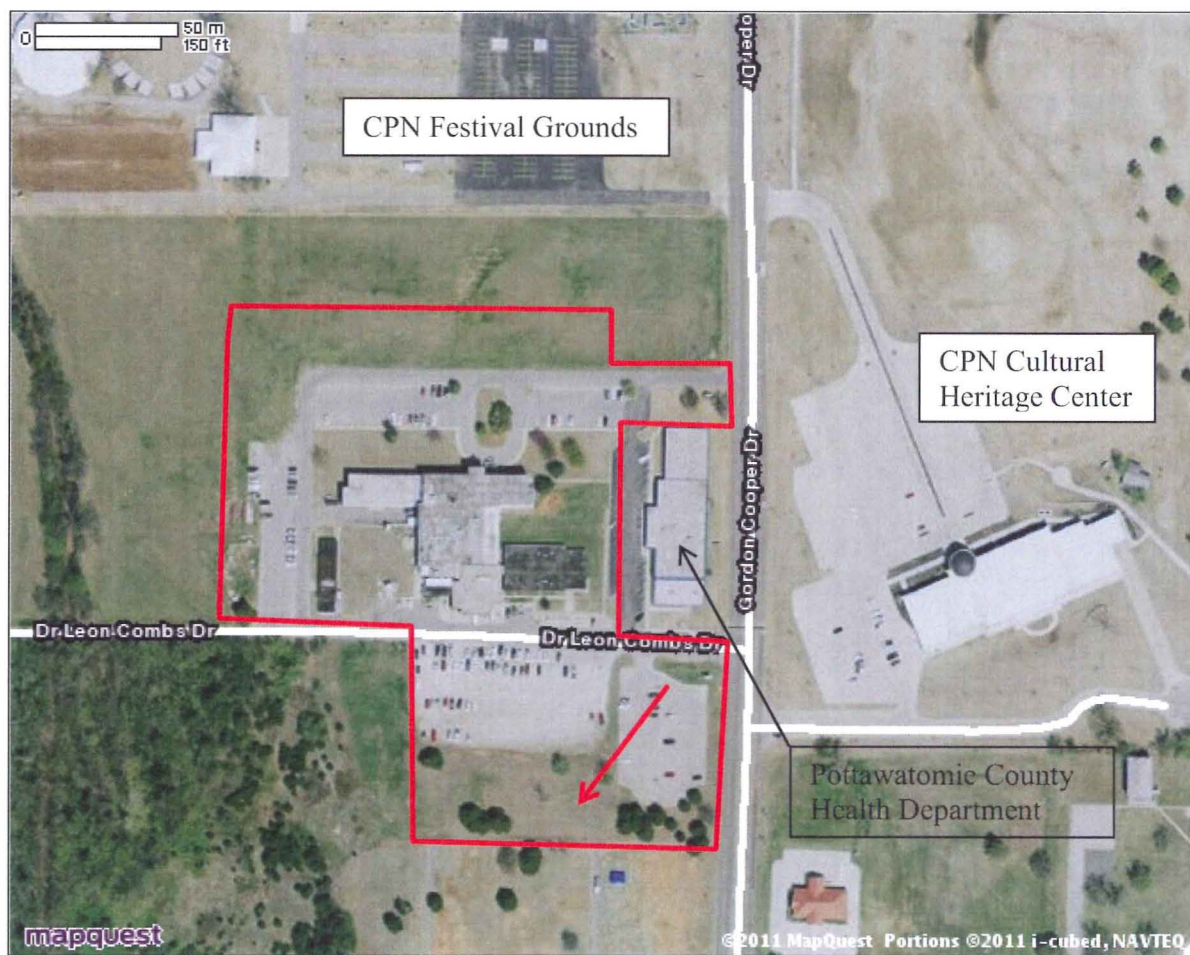
## RECOMMENDATION

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 (Rural/Ag.).

CITY OF SHAWNEE  
PUBLIC HEARING NOTICE  
CASE #P11-11

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 South Half (S/2) of Lot Two (2), and that part of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter (SW/4 SE/4 NW/4) lying West of the center line of Oklahoma State Highway #18, all being in Section 31, Township 10 North, Range 4 East of Indian Meridian, containing 10.87 acres more or less, subject to road right of way easements granted the Oklahoma State Highway Commission in 1921 and 1926.

BEGINNING at the Southeast Corner of the South Half (S/2) of Lot Two (2), Section 31, Township 10 North Range 4 East; thence East a distance of 31.6 feet; thence North a distance of 70 feet; thence West a distance of 10 feet; thence South a distance of 45 feet; thence West a distance of 169.5 feet; thence North a distance of 300 feet; thence East a distance of approximately 179.5 feet to the West right of way line of Oklahoma State Highway #18; thence North along the West right of way line of State Highway #18 a distance of 110 feet; thence West a distance of 280 feet; thence North a distance of 75 feet; thence West a distance of 570 feet; thence South a distance of approximately 500 feet to the South line of the South Half (S/2) of Lot 2; thence East along South line of Lot 2 a distance of approximately 818.3 feet to the point of beginning.

A tract of land described as being part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section 31, Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, more particularly described as follows: The North 300 feet of the East Half (E/2) of the North Half (N/2) of Lot 3, Section 31, Township 10 North, Range 4 East.

|                                  |                                                     |
|----------------------------------|-----------------------------------------------------|
| General Location Known As:       | <u>1900 S. GORDON COOPER DR.</u>                    |
| Current Zoning Classification:   | <u>A-1; AGRICULTURAL</u>                            |
| Requested Zoning Classification: | <u>C-3; AUTOMOTIVE, COMMERCIAL &amp; RECREATION</u> |
| Proposed Use of Property:        | <u>HEALTHCARE FACILITY AND EMS STATION</u>          |
| Applicant:                       | <u>REACT EMS</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. 9<sup>th</sup> St. Shawnee, Oklahoma, as follows:

OCTOBER 5, 2011    AT 1:30 P.M.:    CITY OF SHAWNEE PLANNING COMMISSION  
OCTOBER 17, 2011    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 SEPTEMBER, 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.** 111022 **CASE NO.** P11-11

**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 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):** 1900 GORDON COOPER

**LEGAL DESCRIPTION:** SEE ATTACHED

**PROPERTY OWNER (S):** 1. POTTAWATOMIE COUNTY COMM. 2. POTT. CO. HOSPITAL AUTHORITY

**PROPERTY AGENT (APPLICANT):** REACT EMS

**APPLICANT'S ADDRESS:** 2316 AIRPORT

**CITY:** SHAWNEE **STATE:** OK **ZIP:** 74804

**EMAIL ADDRESS:** Greg.Reid@REACTEMS.COM

**TELEPHONE NUMBER:** (405) 878-5880 **CONTACT NUMBER:** (405) 613-7443

**DIMENSIONS OF PROPERTY:** AREA \_\_\_\_\_ WIDTH \_\_\_\_\_  
LENGTH \_\_\_\_\_ FRONTAGE \_\_\_\_\_

**CURRENT ZONING:** A-1 **CURRENT USE:** HEALTHCARE FACILITIES

**PROPOSED ZONING:** C-3 **PROPOSED USE:** HEALTHCARE FAC & EMS STATION

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]  
**SIGNATURE OF APPLICANT**

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 26 day of August 20 11

[Signature]  
**PLANNING COMMISSION SECRETARY**

**REZONING &/OR C.U.P FEE \$** 280.00  
**RECEIPT NO.** 1237447

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

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

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

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF POTTAWATOMIE )

**-: AFFIDAVIT OF BONDED ABTRACTOR :-**

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

The South Half (S/2) of Lot Two (2), and that part of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter (SW/4 SE/4 NW/4) lying West of the center line of Oklahoma State Highway #18, all being in Section 31, Township 10 North, Range 4 East of Indian Meridian, containing 10.87 acres more or less, subject to road right of way easements granted the Oklahoma State Highway Commission in 1921 and 1926.

BEGINNING at the Southeast Corner of the South Half (S/2) of Lot Two (2), Section 31, Township 10 North Range 4 East; thence East a distance of 31.6 feet; thence North a distance of 70 feet; thence West a distance of 10 feet; thence South a distance of 45 feet; thence West a distance of 169.5 feet; thence North a distance of 300 feet; thence East a distance of approximately 179.5 feet to the West right of way line of Oklahoma State Highway #18; thence North along the West right of way line of State Highway #18 a distance of 110 feet; thence West a distance of 280 feet; thence North a distance of 75 feet; thence West a distance of 570 feet; thence South a distance of approximately 500 feet to the South line of the South Half (S/2) of Lot 2; thence East along South line of Lot 2 a distance of approximately 818.3 feet to the point of beginning.

A tract of land described as being part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section 31, Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, more particularly described as follows: The North 300 feet of the East Half (E/2) of the North Half (N/2) of Lot 3, Section 31, Township 10 North, Range 4 East.

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

The Abstractor makes no representation or warranty, either expressed or implied, regarding the accuracy of the information contained in this report. The Abstractor does not guarantee the validity of the title of such parties nor is this report intended to guarantee title thereof. The liability of the

Abstractor shall be based solely on contract and shall be limited to the price paid for the report by the customer. The parties agree that the Abstractor shall not be liable for consequential damages. Acceptance of the instrument constitutes acceptance of this limitation on liability.

EXECUTED at Shawnee, Oklahoma, this 7<sup>th</sup> day of July, 2011.

FIRST AMERICAN TITLE AND TRUST COMPANY

By \_\_\_\_\_  
Teresa Southard, Licensed Abstractor #264

Order No. 1601666-SH99

## Ownership List

Order No. 1601666-SH99

Date July 7, 2011

Page No. 1

---

Owner

Brief Legal:

---

United States of America in Trust for the Citizen Potawatomi Nation – 1601 S. Gordon Cooper Dr., Shawnee, OK 74801

SE/4 NE/4 & N/2 NE/4 SE/4 Section 36, Township 10 North, Range 3 East

---

City of Tecumseh – 114 N. Broadway, Tecumseh, OK 74873

E/2 N/2 Lot 3, Section 31, Township 10 North, Range 4 East

---

Heirs of Anthony Bourbonnais – c/o Carl F. Jenks – 38457 Sandy Rock Road, Tecumseh, OK 74873

Part of N/2 NE/4 SW/4 lying W of W R/W of Highway #18, Section 31, Township 10 North, Range 4 East

---

Potawatomi Indian Tribe in Trust - 1601 S. Gordon Cooper Dr., Shawnee, OK 74801

N/2 Lot 2 & SE/4 NW/4 lying W of E R/W of Highway #18 & Beg. 22.6' E NW/C NE/4 SW/4 42' E to Center Line of Pavement; thence N 661' etc. Section 31, Township 10 North, Range 4 East

---

Thomas J. Bourbonnais – 141 Hillside Boulevard, Daly City, CA 94014

W/2 N/2 Lot 3 Section 31, Township 10 North, Range 4 East

---

Pottawatomie County – 14101 Acme Road, Shawnee, OK 74804

S/2 Lot 2 & Pt SW/4 SE/4 NW/4 lying W Center line Highway #18 Section 31, Township 10 North, Range 4 East

---

Pottawatomie County Hospital Authority – 14101 Acme Road, Shawnee, OK 74804

N 300' E/2 N/2 Lot 3, Section 31, Township 10 North, Range 4 East

---



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 SOUTH HALF (S/2) OF LOT TWO (2), AND THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SW/4 SE/4 NW/4) LYING WEST OF THE CENTER LINE OF OKLAHOMA STATE HIGHWAY #18, ALL BEING IN SECTION 31, TOWNSHIP 10 NORTH, RANGE 4 EAST OF INDIAN MERIDIAN, CONTAINING 10.87 ACRES MORE OR LESS, SUBJECT TO ROAD RIGHT OF WAY EASEMENTS GRANTED THE OKLAHOMA STATE HIGHWAY COMMISSION IN 1921 AND 1926.

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTH HALF (S/2) OF LOT TWO (2), SECTION 31, TOWNSHIP 10 NORTH RANGE 4 EAST; THENCE EAST A DISTANCE OF 31.6 FEET; THENCE NORTH A DISTANCE OF 70 FEET; THENCE WEST A DISTANCE OF 10 FEET; THENCE SOUTH A DISTANCE OF 45 FEET; THENCE WEST A DISTANCE OF 169.5 FEET; THENCE NORTH A DISTANCE OF 300 FEET; THENCE EAST A DISTANCE OF APPROXIMATELY 179.5 FEET TO THE WEST RIGHT OF WAY LINE OF OKLAHOMA STATE HIGHWAY #18; THENCE NORTH ALONG THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY #18 A DISTANCE OF 110 FEET; THENCE WEST A DISTANCE OF 280 FEET; THENCE NORTH A DISTANCE OF 75 FEET; THENCE WEST A DISTANCE OF 570 FEET; THENCE SOUTH A DISTANCE OF APPROXIMATELY 500 FEET TO THE SOUTH LINE OF THE SOUTH HALF (S/2) OF LOT 2; THENCE EAST ALONG SOUTH LINE OF LOT 2 A DISTANCE OF APPROXIMATELY 818.3 FEET TO THE POINT OF BEGINNING.

A TRACT OF LAND DESCRIBED AS BEING PART OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 4 EAST, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 300 FEET OF THE EAST HALF (E/2) OF THE NORTH HALF (N/2) OF LOT 3, SECTION 31, TOWNSHIP 10 NORTH, RANGE 4 EAST, ACCORDING TO THE RECORDED PLAT THEREOF, REZONING SAID PROPERTY FROM A-1; AGRICULTURAL TO C-3; AUTOMOTIVE, COMMERCIAL AND RECREATION 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 17<sup>TH</sup> day of October, 2011 upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification A-1; Agricultural to C-3; Automotive, Commercial and Recreation.

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:

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: The South Half (S/2) of Lot Two (2), and that part of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter (SW/4 SE/4 NW/4) lying West of the center line of Oklahoma State Highway #18, all being in Section 31, Township 10 North, Range 4 East of Indian Meridian, containing 10.87 acres more or less, subject to road right of way easements granted the Oklahoma State Highway Commission in 1921 and 1926.



BEGINNING at the Southeast Corner of the South Half (S/2) of Lot Two (2), Section 31, Township 10 North Range 4 East; thence East a distance of 31.6 feet; thence North a distance of 70 feet; thence West a distance of 10 feet; thence South a distance of 45 feet; thence West a distance of 169.5 feet; thence North a distance of 300 feet; thence East a distance of approximately 179.5 feet to the West right of way line of Oklahoma State Highway #18; thence North along the West right of way line of State Highway #18 a distance of 110 feet; thence West a distance of 280 feet; thence North a distance of 75 feet; thence West a distance of 570 feet; thence South a distance of approximately 500 feet to the South line of the South Half (S/2) of Lot 2; thence East along South line of Lot 2 a distance of approximately 818.3 feet to the point of beginning.

A tract of land described as being part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section 31, Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, more particularly described as follows: The North 300 feet of the East Half (E/2) of the North Half (N/2) of Lot 3, Section 31, Township 10 North, Range 4 East, according to the recorded plat is hereby rezoned from A-1; Agricultural to C-3; Automotive, Commercial and Recreation.

PASSED AND APPROVED this 17th day of October, 2011.

---

LINDA PETERSON, MAYOR

(SEAL)

ATTEST:

---

PHYLLIS LOFTIS  
CITY CLERK

**Regular Board of Commissioners**

**6.**

**Meeting Date:** 10/17/2011

Rezone 422 W Rosa

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Public hearing and consider an ordinance rezoning property located at 422 W. Rosa from R-1; Single Family Residential to C-1; Neighborhood Commercial. Case #P12-11 Applicant: Chris Silvia

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Attachments

Rezone Application 422 W Rosa

Ordinance P12-11

RECOMMENDATION TO:

MAYOR

BOARD OF CITY COMMISSIONERS

CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE

PLANNING COMMISSION

SUBJECT:

APPLICANT: Chris Silvia

FOR: Rezone

LOCATION: 422 W. Rosa

PROJECT#: 111091 Case# P12-11

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

R-1; Single Family Residential

REQUESTED CLASSIFICATION:

C-1; Neighborhood Commercial

PROPOSED PROPERTY USE:

Parking lot

PLANNING COMMISSION MEETING DATE: October 5, 2011

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

| MEMBERS:               | 1ST | 2ND | AYE | NAY | ABSTAIN | COMMENTS                                                |
|------------------------|-----|-----|-----|-----|---------|---------------------------------------------------------|
| HOLT                   |     | X   | X   |     |         |                                                         |
| CARTER                 | X   |     | X   |     |         |                                                         |
| HOSTER                 |     |     |     |     |         | Stepped down to sit in audience.<br>(Owner of property) |
| TURNER (CHAIRMAN)      |     |     | X   |     |         |                                                         |
| SILVIA (VICE-CHAIRMAN) |     |     |     |     |         | Stepped down to sit in audience<br>as applicant.        |
| 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](http://www.ShawneeOK.org)

**STAFF REPORT**  
**Case #P12-11**

TO: Shawnee Planning Commission

AGENDA: October 5, 2011

RE: CASE #P12-11; Consideration of Rezone Request (R-1 to C-1)

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**PROPOSAL**

Rezone the subject site, which is currently zoned R-1 (Single Family Residential) to C-1 (Neighborhood Commercial) to facilitate use of the site for parking (associated with an adjacent optometry clinic). The property is approximately 4,250 square feet in size and is located just east of the intersection of Kickapoo and Rosa streets. A small single-family home was removed from the site recently and the property is presently vacant.

**GENERAL INFORMATION**

|                                       |                                          |
|---------------------------------------|------------------------------------------|
| <b>Applicant</b>                      | Christopher Silvia                       |
| <b>Owner</b>                          | Dr. Kirk Hoster                          |
| <b>Site Location/Address</b>          | 422 Rosa Street                          |
| <b>Current Site Zoning</b>            | R-1                                      |
| <b>Parcel Size</b>                    | 4,250 square feet                        |
| <b>Proposed Zoning</b>                | C-1                                      |
| <b>Proposed Use</b>                   | Parking for optometry clinic             |
| <b>Comprehensive Plan Designation</b> | Commercial/Residential                   |
| <b>Existing Land Use</b>              | Vacant (a house was recently demolished) |
| <b>Surrounding Land Use</b>           | Commercial, Residential                  |

|                           |                                                                                |
|---------------------------|--------------------------------------------------------------------------------|
| <b>Surrounding Zoning</b> | <u>North:</u> C-5<br><u>South:</u> C-1<br><u>West:</u> C-1<br><u>East:</u> R-1 |
|---------------------------|--------------------------------------------------------------------------------|

## STAFF ANALYSIS AND FINDINGS

The subject property is currently zoned R-1 – Single Family Residential. Figures 1-4 illustrate zoning, site conditions, and surrounding land use. Figure 2 indicates the proximity of the property to the optometry clinic. The sites are contiguous and the subject property will facilitate the construction of approximately 8-9 parking spaces. According to the applicant, additional parking is needed for expansion of the eye clinic and as a result of the temporary and permanent loss of parking associated with the Kickapoo Street road project.

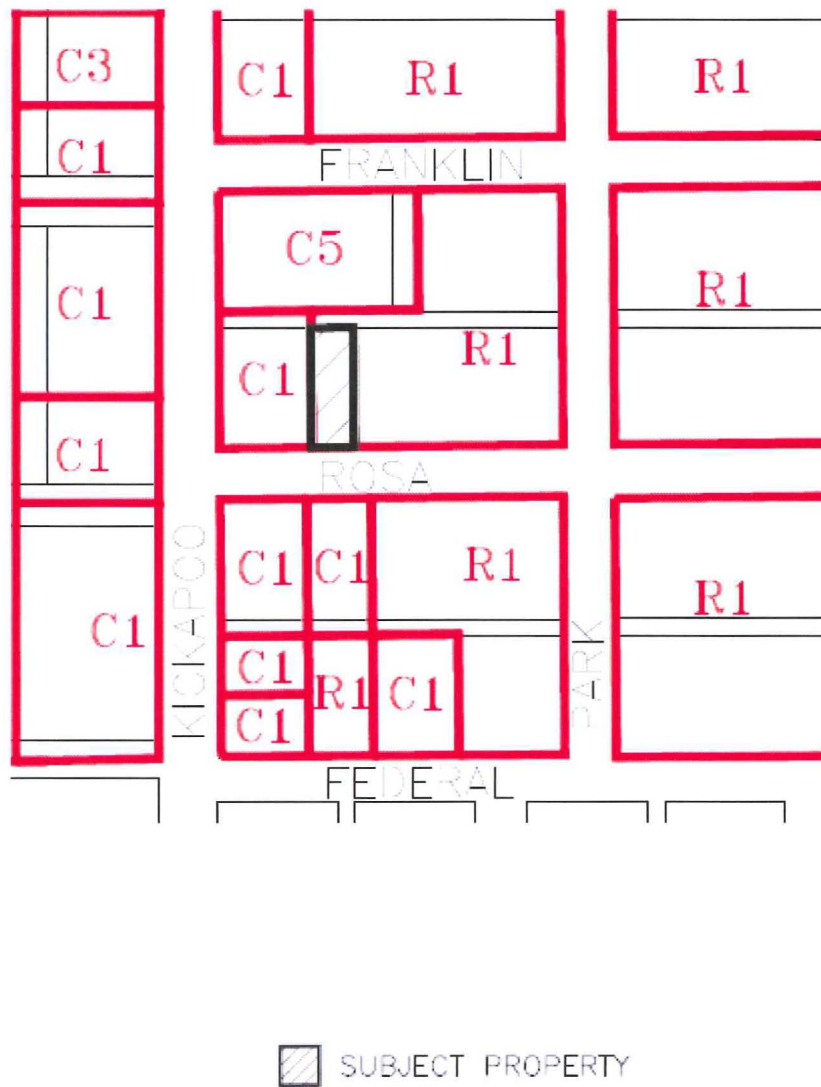
As Figure 3 illustrates, the subject property lies on the commercial (west) side of the dividing line established by existing zoning and future planned land use (as per the Comprehensive Plan). Commercial uses are located immediately north, south and west.

The Shawnee Comprehensive Plan (2005) indicates that commercial uses are acceptable future land uses on the site (see Figure 4). Therefore, the applicant's request is consistent with the Shawnee Comprehensive Plan. In accordance with the Shawnee Zoning Code, the proposed parking lot will include site proofing along the eastern side of the lot to mitigate impacts to adjacent residential properties. In addition, the applicant is proposing landscaping and greenspace to further harmonize with the neighborhood.

## RECOMMENDATION

Based on the analysis and findings above, Staff recommends **approval** of the applicant's request to rezone the subject property to C-1 and recommends that the Planning Commission forward a favorable recommendation to the City Commission.

# ZONING MAP

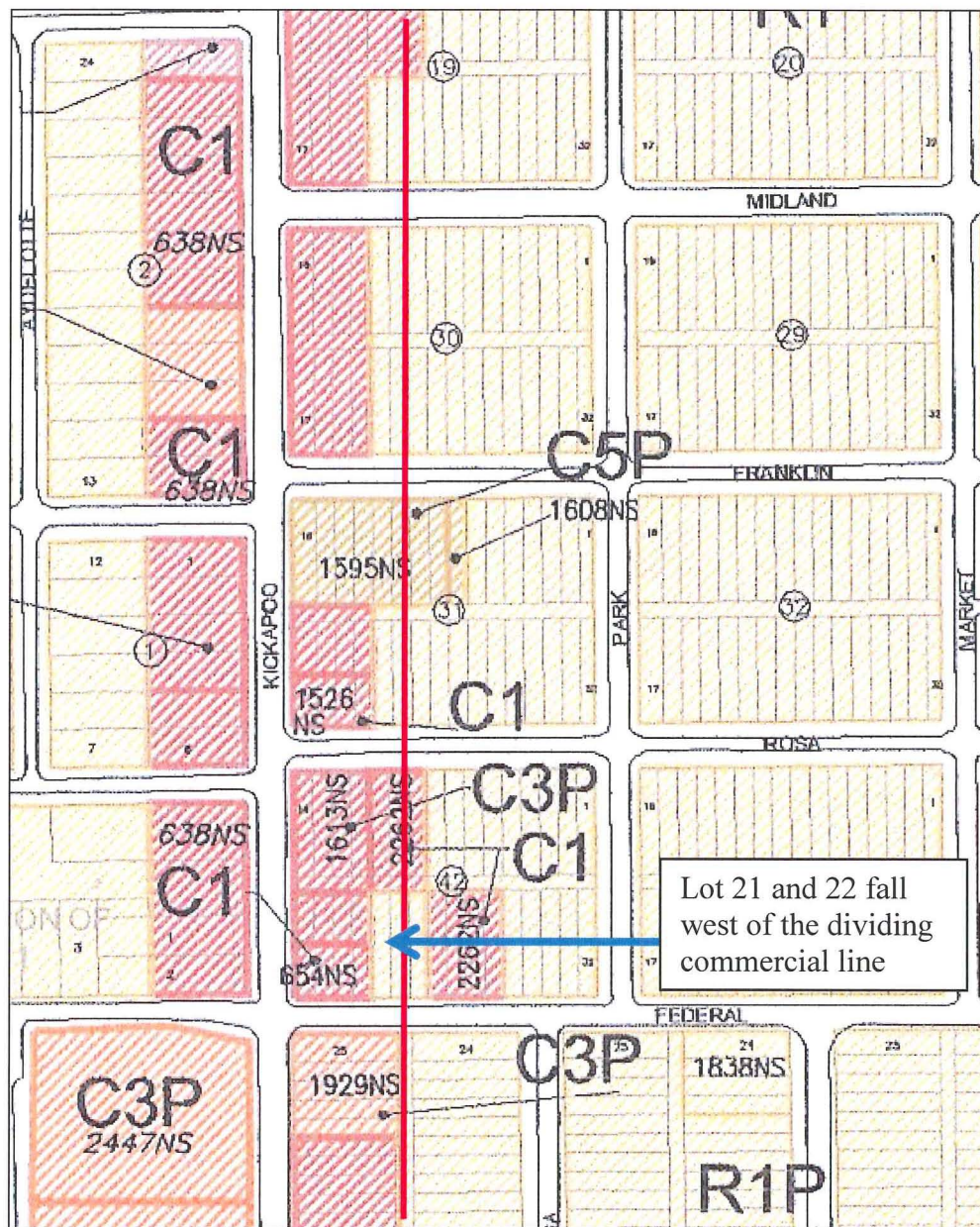


**Figure 1:** Location and zoning map.



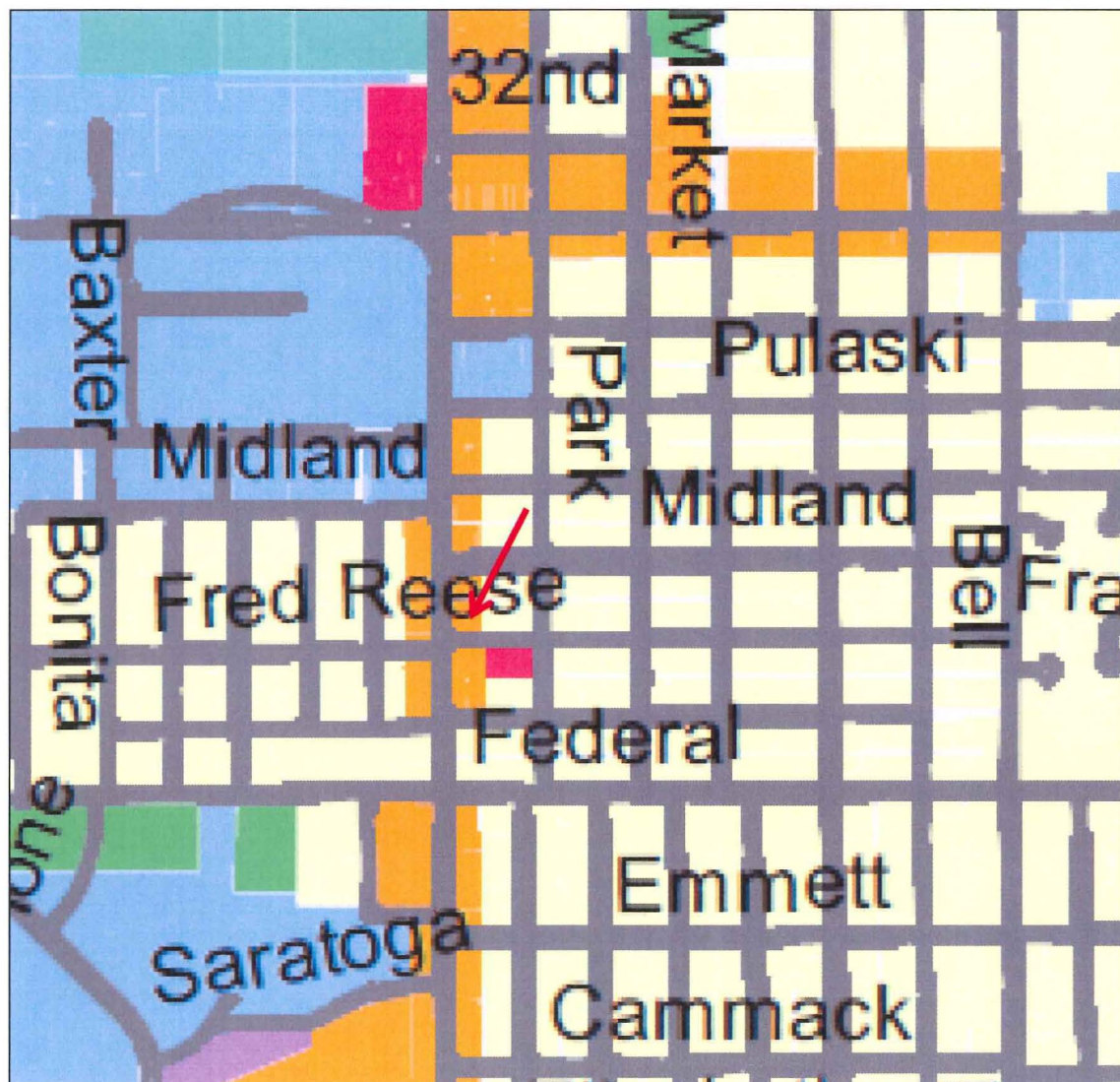
**Figure 2:** Aerial view of site and surrounding area (site outlined in red).





**Figure 3:** Surrounding zoning and the line of demarcation.





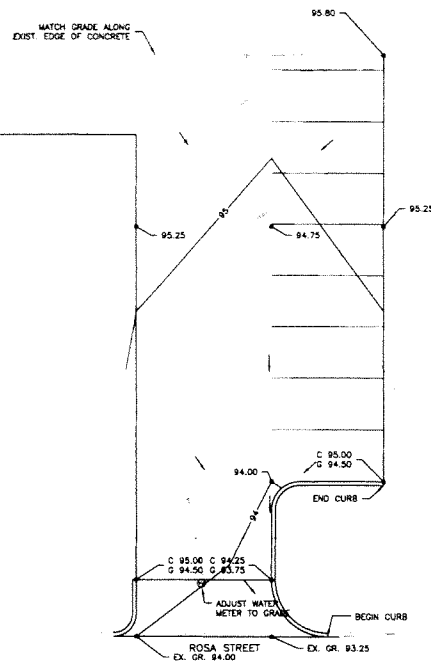
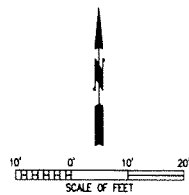
**Figure 4:** Comprehensive Plan designation of the site (Commercial/Residential).

KICKAPOO STREET

PROP. ADDITION  
FT=100.00

GENERAL CONSTRUCTION NOTES:

1. ALL FILLS TO BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL UTILITIES EITHER PUBLIC OR PRIVATE.
3. ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF BUILDING OR CENTERLINE OF STRIPE UNLESS NOTED OTHERWISE.
4. BENCHMARK - FINISHED FLOOR OF NEW ADDITION. ELEV=100.00



**DR. KIRK HOSTER**  
**EYE CLINIC EXPANSION**  
**2109 N. KICKAPOO**  
**SHAWNEE, OK**

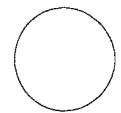
| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

**JTK Engineering Co.**  
37906 Wolverine Road  
Shawnee, OK 74804  
(405) 878-0715

CA #4186  
Renewal Date: 6/30/2013

THIS DOCUMENT IS  
PRELIMINARY IN NATURE  
AND IS NOT A FINAL, SIGNED  
AND SEALED DOCUMENT

**GRADING AND  
DRAINAGE PLAN**



|           |          |            |
|-----------|----------|------------|
| Project # | 11011    | <b>C-2</b> |
| Date      | 09/30/11 |            |
| Scale     | 1" = 10' |            |

CITY OF SHAWNEE  
PUBLIC HEARING NOTICE  
CASE #P12-11

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 Twenty-one (21) and Twenty-two (22), Block Thirty-one (31), ROSE GARDEN  
ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according  
to the recorded plat thereof.

|                                  |                                       |
|----------------------------------|---------------------------------------|
| General Location Known As:       | <u>422 W. ROSA</u>                    |
| Current Zoning Classification:   | <u>R-1; SINGLE FAMILY RESIDENTIAL</u> |
| Requested Zoning Classification: | <u>C-1; NEIGHBORHOOD COMMERCIAL</u>   |
| Proposed Use of Property:        | <u>PARKING LOT</u>                    |
| Property Owner:                  | <u>DR. KIRK HOSTER</u>                |
| Applicant:                       | <u>CHRIS SILVIA</u>                   |

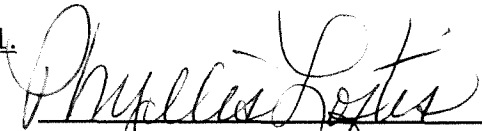
The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

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

OCTOBER 5, 2011    AT 1:30 P.M.:    CITY OF SHAWNEE PLANNING COMMISSION  
OCTOBER 17, 2011    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 SEPTEMBER, 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. 111091 CASE NO. P12-11**

**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 District to C-1 District, as hereinafter requested, and in support of this application, the following facts are shown:

**PROPERTY LOCATION (STREET ADDRESS):** 422 ROSA ST, SHAWNEE

**LEGAL DESCRIPTION:** ROSE GARDEN BLOCK 31 LOTS 21+22 / PARCEL ID 2340-00-031-021-0-000-00

**PROPERTY OWNER (S):** DR. KIRK HOSTER

**PROPERTY AGENT (APPLICANT):** CHRISTOPHER SILVA

**APPLICANT'S ADDRESS:** 1908 KELLER PLACE

**CITY:** SHAWNEE **STATE** OK **ZIP** 74804

**EMAIL ADDRESS:** CSCSLIGHTHOUSE@AOL.COM

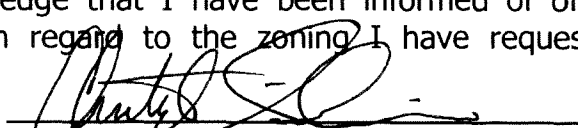
**TELEPHONE NUMBER:** (405) 273-7080 **CONTACT NUMBER:** (405) 226-5286

**DIMENSIONS OF PROPERTY:** AREA 4250 SF WIDTH 50'  
LENGTH 85' FRONTAGE 50'

**CURRENT ZONING:** R-1 **CURRENT USE:** VACANT

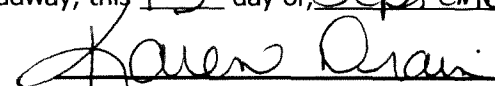
**PROPOSED ZONING:** C-1 **PROPOSED USE:** PARKING LOT

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 13 day of September 2011

  
**PLANNING COMMISSION SECRETARY**

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

**PLANNED UNIT DEVELOPMENT FEE \$** 550.00

**RECEIPT NO.** 1244056

**SIGN DEPOSIT \$** 50.00

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

**PLANNING COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CITY COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PLACE ON ZONING MAP:** \_\_\_\_\_ **ORDINANCE NO.:** \_\_\_\_\_

STATE OF OKLAHOMA                     )  
                                                           ) SS:  
COUNTY OF POTTAWATOMIE             )

**-: AFFIDAVIT OF BONDED ABTRACTOR :-**

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

Lots Twenty-one (21) and Twenty-two (22), Block Thirty-one (31), ROSE GARDEN ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

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

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

EXECUTED at Shawnee, Oklahoma, this 1<sup>st</sup> day of September, 2011.

FIRST AMERICAN TITLE AND TRUST COMPANY

By \_\_\_\_\_  
Teresa Southard, Licensed Abstractor #264

Order No. 1620166-SH99

# Ownership List

Order No. 1620166-SH99

Date September 1, 2011

Page No. 1

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## OWNER

### BRIEF LEGAL:

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Triangle Leasing, Inc. – 120 W. MacArthur, Suite 121, Shawnee, OK 74804

S/2 Lots 17 thru 21, Block 30, ROSE GARDEN ADDITION to Shawnee

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The Primax Group, Inc. – 120 W. MacArthur, Suite 121, Shawnee, OK 74804

N/2 Lots 17 thru 21 & N 10' of S/2 Lots 17 thru 21, Block 30, ROSE GARDEN ADDITION to Shawnee & Vacated alley

---

Jerry D. Garner and Cynthia K. Garner – 426 W. Franklin, Shawnee, OK 74804

Lots 22 thru 24, Block 30, ROSE GARDEN ADDITION to Shawnee

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Gary C. Hobbs and Cathy G. Hobbs Trust – 40 Granada, Shawnee, OK 74804

Lots 25 & 26, Block 30, ROSE GARDEN ADDITION to Shawnee

---

David Bergsten – 609 Pool Court, Shawnee, OK 74801

Lots 27 & 28, Block 30, ROSE GARDEN ADDITION to Shawnee

---

Herman L. Sherrill and Mabel L. Sherrill – 2206 N. Park, Shawnee, OK 74804

N 56' Lots 29 thru 32, Block 30, ROSE GARDEN ADDITION to Shawnee

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Geraldine Kaskuske – 2200 N. Park, Shawnee, OK 74804

S 84' Lots 29 thru 32, Block 30, ROSE GARDEN ADDITION to Shawnee

---

Morris Diggs and Donna Diggs – 401 W. Franklin, Shawnee, OK 74804

Lots 1 & 2, Block 31, ROSE GARDEN ADDITION to Shawnee

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J. C. Winterringer, Inc. – P.O. Box 1089, Shawnee, OK 74802-1089

Lots 3 thru 16, Block 31, ROSE GARDEN ADDITION to Shawnee

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Barron Investment, Inc. – 2101 N. Kickapoo, Shawnee, OK 74804

S/2 Lots 17 thru 20, Block 31, ROSE GARDEN ADDITION to Shawnee

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Kirk F. Hoster and Daria L. Hoster – 45 Serenada Court, Shawnee, OK 74804

N/2 Lots 17 thru 20 & All Lots 21 & 22, Block 31, ROSE GARDEN ADDITION to Shawnee

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Jonathan Ross – 6280 Bethel Road, Shawnee, OK 74804

Lots 23 & 24, Block 31 & Lots 5 & 6, Block 42, ROSE GARDEN ADDITION to Shawnee

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Connie L. Engler – 123 W. Chicago, Shawnee, OK 74804

Lots 25 & 26, Block 31, ROSE GARDEN ADDITION to Shawnee

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Theresa A. Lowery – 907 Petra Court, Arlington, TX 76017

Lots 27 & 28, Block 31, ROSE GARDEN ADDITION to Shawnee

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Wilma J. Smith – 4220 N. Harrison, Shawnee, OK 74804

Lots 29 & 30, Block 31, ROSE GARDEN ADDITION to Shawnee

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Kathleen Lyday Trust – 1936 N. Minnesota, Shawnee, OK 74804

Lots 31 & 32, Block 31, ROSE GARDEN ADDITION to Shawnee

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Dennis Napier and Ruth Ann Napier – 1541 Oak Creek Dr., Edmond, OK 73034

W 10' Lot 13 & All Lots 14, 15 & 16, Block 32, ROSE GARDEN ADDITION to Shawnee

# Ownership List

Order No. 1620166-SH99

Date September 1, 2011

Page No. 2

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## OWNER

### BRIEF LEGAL:

---

James R. Click – 2101 N. Park, Shawnee, OK 74804

S/2 Lots 17 thru 20, Block 32, ROSE GARDEN ADDITION to Shawnee

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Michael B. McKechnie and Donna R. McKechnie – 2107 N. Park, Shawnee, OK 74804

N/2 Lots 17 thru 20, Block 32, ROSE GARDEN ADDITION to Shawnee

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Robert W. Morris and Ruth Morris – 2021 N. Park, Shawnee, OK 74804

Lots 15 & 16 & W 1.20' Lot 14, Block 41, ROSE GARDEN ADDITION to Shawnee

---

Casey Vague – 2020 N. Park, Shawnee, OK 74804

Lots 1 & 2, Block 42, ROSE GARDEN...LESS E 19' of S 22'

---

Oklahoma Natural Gas – 4901 N. Santa Fe Avenue, Oklahoma City, OK 73118

E 19' of S 22' of Lot 2, Block 42, ROSE GARDEN ADDITION to Shawnee

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Lawrence L. Brooks and Elka Brooks – 409 W. Rosa, Shawnee, OK 74804

Lots 3 & 4, Block 42, ROSE GARDEN ADDITION to Shawnee

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Charlotte A. Madson and Greta M. Madson – 415 W. Rosa, Shawnee, OK 74804

Lots 7 & 8, Block 42, ROSE GARDEN ADDITION to Shawnee

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Thomas D. Hibben and Kathryn Hibben – 419 W. Rosa, Shawnee, OK 74804

Lots 9 & 10, Block 42, ROSE GARDEN ADDITION to Shawnee

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The Veranda Gourmet Coffehouse Café, LLC – P.O. Box 36, Shawnee, OK 74802-0036

Lots 11 & 12, Block 42, ROSE GARDEN ADDITION to Shawnee

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David D. Belyeu – P.O. Box 36, Shawnee, OK 74802-0036

Lots 13 thru 16, Block 42, ROSE GARDEN ADDITION to Shawnee

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Christopher Rick and Kathryn A. Rick – P.O. Box 1445, Shawnee, OK 74802-1445

Lots 17 thru 20, Block 42, ROSE GARDEN ADDITION to Shawnee...LESS tract to City

---

David Carter and Givonna Carter – Route 2, Box 204D, Meeker, OK 74855

Lots 21 thru 23, Block 42, ROSE GARDEN ADDITION to Shawnee

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Great Plains Graphics of Shawnee, LLC – 414 W. Federal, Shawnee, OK 74804

Lots 24 thru 26, Block 42, ROSE GARDEN ADDITION to Shawnee

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Charlene Monroe – 2010 N. Park, Shawnee, OK 74804

N/2 Lots 27 thru 32, Block 42, ROSE GARDEN ADDITION to Shawnee

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Thomas D. Hibben and Sherry R. Hibben – 402 W. Federal, Shawnee, OK 74804

S/2 Lots 27 thru 32, Block 42, ROSE GARDEN ADDITION to Shawnee

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The Gouldy Properties, LLC – P.O. Box 1606, Shawnee, OK 74802-1606

Lots 1 thru 4, Block 1, SUNSET PARK ADDITION to Shawnee

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## Ownership List

Order No. 1620166-SH99

Date September 1, 2011

Page No. 3

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### OWNER

#### BRIEF LEGAL:

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Joy Marler, Trustee of the Joy Marler 2009 Revocable Trust – P.O. Box 1833, Shawnee, OK 74802-1833

Lots 5 & 6, Block 1, SUNSET PARK ADDITION to Shawnee

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Mary Eileen Bridges Revocable Trust – 8719 E. 47<sup>th</sup>, Tulsa, OK 74145

Lot 7, Block 1, SUNSET PARK ADDITION to Shawnee

---

Robert Tollander – 2103 N. Aydelotte, Shawnee, OK 74804

Lot 8, Block 1, SUNSET PARK ADDITION to Shawnee

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LaDawna S. Harris – 2105 N. Aydelotte, Shawnee, OK 74804

Lot 9, Block 1, SUNSET PARK ADDITION to Shawnee

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

Lots 10 & 11, Block 1, SUNSET PARK ADDITION to Shawnee

---

Michael Copeland and Jeani Copeland – 517 W. Franklin, Shawnee, OK 74804

Lot 12, Block 1, SUNSET PARK ADDITION to Shawnee

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Floyd E. Bergen – c/o Savage, Savage, Brown, Inc. – P.O. Box 22845, Oklahoma City, OK 73123-1845

Lots 8, 9, 10 & 17, Block 2, SUNSET PARK ADDITION to Shawnee

---

Kent Ellwanger and Sharon Ellwanger – 2204 N. Kickapoo, Shawnee, OK 74804

Lots 11 & 12, Block 2, SUNSET PARK ADDITION to Shawnee

---

Allen A. Denham – 1110 N. 13<sup>th</sup>, Tecumseh, OK 74873

E 210' Lot 1, Block 1, SUNSET PARK 2<sup>ND</sup> ADDITION to Shawnee...LESS Tract to City

---

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

Beg. NE/C Lot 2; thence W 225'; thence S 50'; thence E 35'; thence S 25'; thence E 190'; thence N 75' to beg. & Beg. SE/C Lot 2; thence W 6.67'; thence N 38.90'; thence NE 36.13'; thence E 5.27'; thence S 75.00' to beg., all in Block 1, SUNSET PARK 2<sup>ND</sup> ADDITION to Shawnee

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Phyllis Ramseyer – 2002 N. Kickapoo, Shawnee, OK 74804

E 190' Lots 1 & 2, RE-SUBDIVISION OF LOT 3, BLOCK 1, SUNSET PARK 2<sup>ND</sup> ADDITION to Shawnee...LESS tract to City

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Century 21-Golden Key Realty – 2004 N. Kickapoo, Shawnee, OK 74804

Beg. NE/C Lot 2, Block 1, SUNSET PARK 2<sup>ND</sup> ADDITION to the City of Shawnee; thence W 225'; thence S 50'; thence E 35'; thence S 25'; thence E 190'; thence N 75' to beg...LESS a tract to City

---



Dear People

Case P12-11

My property floods every year  
with a few inch rain fall.

These parking lots just make it worse.

Lawrence Brooks

409 W. Rosa

RECEIVED CITY CLERK'S OFFICE

Date 10-4-11 Time 10:45Am

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 TWENTY-ONE (21) AND TWENTY-TWO (22), BLOCK THIRTY-ONE (31), ROSE GARDEN ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, REZONING SAID PROPERTY FROM R-1; SINGLE FAMILY RESIDENTIAL TO C-1; NEIGHBORHOOD COMMERCIAL 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 17<sup>TH</sup> day of October, 2011 upon an application to rezone certain properties located in the City of Shawnee, Oklahoma from zoning classification R-1; Single Family Residential to C-1; Neighborhood Commercial.

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:

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: Lots Twenty-one (21) and Twenty-two (22), Block Thirty-one (31), ROSE GARDEN ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat is hereby rezoned from R-1; Single Family Residential to C-1; Neighborhood Commercial.

PASSED AND APPROVED this 17th day of October, 2011.

\_\_\_\_\_  
LINDA PETERSON, MAYOR

(SEAL)

ATTEST:

\_\_\_\_\_  
PHYLLIS LOFTIS  
CITY CLERK

**Regular Board of Commissioners**

**7.**

**Meeting Date:** 10/17/2011

Prem Plat Rolling Hills Addition

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Consider approval of Rolling Hills Addition preliminary plat located at 111 N. Bryan. Case #S09-11

Applicant: Absentee Shawnee Housing Authority

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Attachments

Prem Plat Rolling Hills Addition

**RECOMMENDATION TO:**

MAYOR

BOARD OF CITY COMMISSIONERS

CITY OF SHAWNEE

**RECOMMENDATION FROM:**

CITY OF SHAWNEE

PLANNING COMMISSION

**SUBJECT:**APPLICANT: Absentee Shawnee Housing AuthorityFOR: Rolling Hills Addition Preliminary PlatLOCATION: 111 N. BryanPROJECT NUMBER 111097 CASE NUMBER S09-11PLANNING COMMISSION MEETING DATE: October 5, 2011PLANNING COMMISSION RECOMMENDATION: Approval subject to 3 Conditions:

1. The Final Plat Application shall include all required submittals specified in the Shawnee Subdivision Standards and all necessary engineering specifications and improvement plans as determined by the City Engineer.
2. Sidewalks are required and shall be included on all submitted improvement plans in accordance with the City's sidewalk ordinance.
3. All other applicable City standards apply.

**VOTE OF THE PLANNING COMMISSION:****MEMBERS PRESENT:** 7

| MEMBERS:               | 1ST | 2ND | AYE | NAY | ABSTAIN | COMMENTS |
|------------------------|-----|-----|-----|-----|---------|----------|
| HOLT                   |     | X   | X   |     |         |          |
| CARTER                 |     |     | X   |     |         |          |
| HOSTER                 |     |     | X   |     |         |          |
| TURNER (CHAIRMAN)      |     |     |     |     | X       |          |
| SILVIA (VICE-CHAIRMAN) |     |     | 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**  
**Community Development Department**  
222 N. Broadway  
Shawnee, OK 74801  
(405) 878-1665 Fax (405) 878-1587  
[www.ShawneeOK.org](http://www.ShawneeOK.org)

**STAFF REPORT**  
**Rolling Hills Addition – Preliminary Plat**  
**Case #S09-11**

**TO:** Shawnee Planning Commission

**AGENDA:** October 5, 2011

**RE:** Rolling Hills Addition Preliminary Plat

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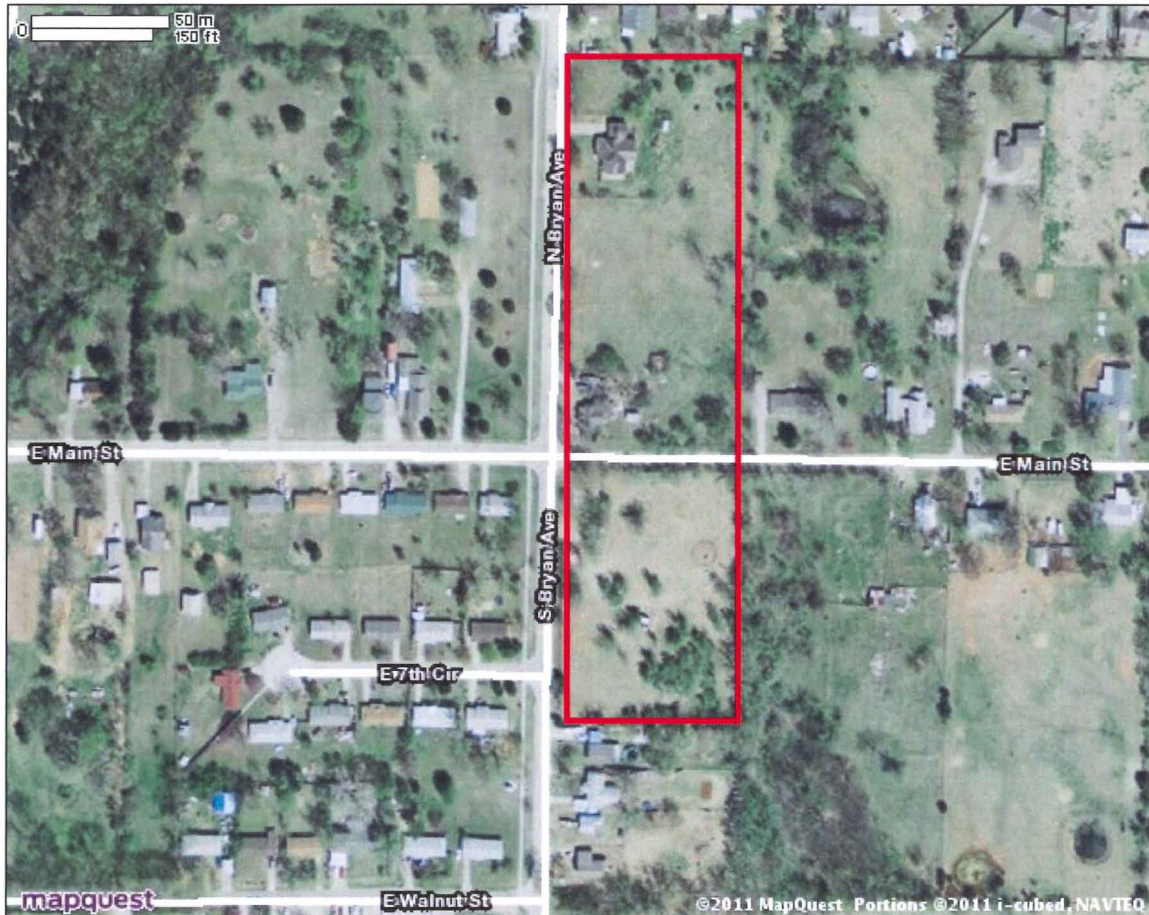
**PROPOSAL**

Subdivide 11.01 acres into 26 residential lots and three common areas. The subject property is zoned R-1 (Single-Family Residential) and the proposed use is consistent with site zoning. Twenty-three lots will be developed north of Main Street, while three lots will be developed south. In addition, a large two-acre common area will be developed with a walking trail and community features, including a community storm shelter. There is one existing house on the property, which will remain (Lot 7).

**GENERAL INFORMATION**

|                                       |                                                              |
|---------------------------------------|--------------------------------------------------------------|
| <b>Applicant</b>                      | Absentee Shawnee Housing Authority                           |
| <b>Contact</b>                        | Crafton Tull, Oklahoma City, OK<br>Kendall Dillon, PE        |
| <b>Site Location/Address</b>          | Intersection of Bryan Street and Main Street<br>See figure 1 |
| <b>Current Site Zoning</b>            | R-1                                                          |
| <b>Comprehensive Plan Designation</b> | Residential                                                  |
| <b>Existing Land Use</b>              | Residential, Vacant                                          |
| <b>Proposed Land Use</b>              | Single-family residential                                    |
| <b>Surrounding Land Use</b>           | The surrounding land use is all low-density                  |

|                           |                            |
|---------------------------|----------------------------|
|                           | single family residential. |
| <b>Surrounding Zoning</b> | R-1 (all)                  |



**Figure 1:** Aerial view of site – approximate project area outlined in red.

## STAFF REVIEW AND ANALYSIS

Staff has reviewed the proposed preliminary plat and finds conformance with the City's platting requirements, subject to the recommended conditions below. In support of the requested approval, the applicant has submitted the necessary basic preliminary plat documents including the plat map. With respect to utilities, City utilities will be extended throughout the development and all lots will be served by City water and sewer. Stormwater management will occur via two proposed detention facilities and the City Engineer will review the stormwater management plan as part of the final plat application.

The proposed public street network will serve the majority of the lots and no direct vehicle access is proposed to Bryan or Main Street with the exception of lots 1-3. Right-of-way dedications and improvements to Main Street will also occur.

With respect to the proposed lots, each lot meets the minimum dimensional standards set forth in the zoning code. No variances or deviations have been requested. Although not shown on the preliminary plat, the applicant will be constructing sidewalks along Bryan and Main Street in accordance with the City's sidewalk ordinance.

#### **STAFF RECOMMENDATION**

Staff recommends **approval** of the Rolling Hills Addition Preliminary Plat, subject to the following conditions:

1. The Final Plat Application shall include all required submittals specified in the Shawnee Subdivision Standards and all necessary engineering specifications and improvement plans as determined by the City Engineer.
2. Sidewalks are required and shall be included on all submitted improvement plans in accordance with the City's sidewalk ordinance.
3. All other applicable City standards apply.

PROJECT OWNER AND DEVELOPER:  
 ABSENTEE SHAWNEE HOUSING AUTHORITY  
 2510 E. INDEPENDENCE, SUITE 400  
 SHAWNEE, OKLAHOMA  
 74804  
 PH: 405.273.1050  
 FX: 405.273.0577

PRELIMINARY PLAT  
 OF  
**ROLLING HILLS ADDITION**  
 PART OF THE N.W. 1/4 OF SEC. 21, T-10-N, R-4-E, 1M.  
 SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

POINT OF COMMENCEMENT  
 N.W. CORNER OF N.W. 1/4 OF  
 SEC. 28, T-14-N, R-3-W, 1M.

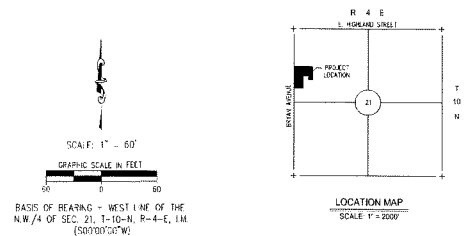
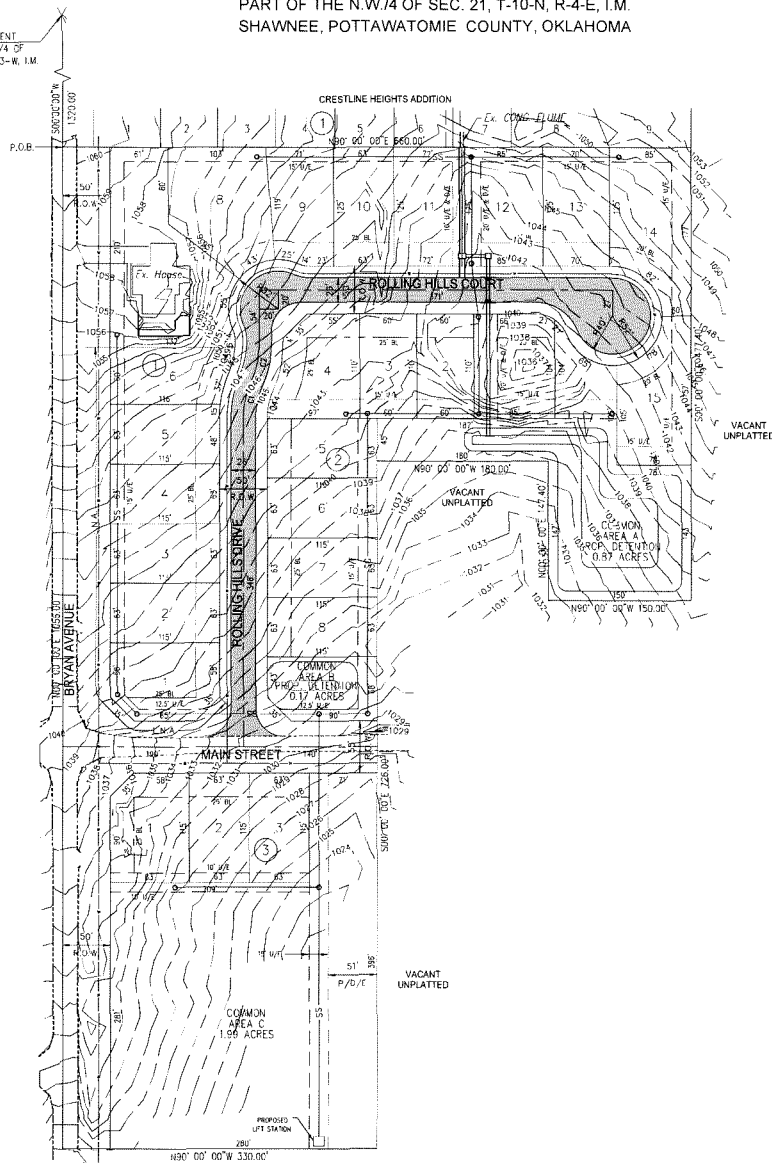
| LEGEND |                           |
|--------|---------------------------|
| BL     | BUILDING LIMIT LINE       |
| D/E    | DRAINAGE EASEMENT         |
| EX     | EXISTING                  |
| L.N.A. | LIMITS OF NO ACCESS       |
| U/E    | UTILITY EASEMENT          |
| P/D/E  | PRIVATE DRAINAGE EASEMENT |

| LOT COUNT:                |             |
|---------------------------|-------------|
| SINGLE-FAMILY RESIDENTIAL | 26 LOTS     |
| SINGLE-FAMILY             | 11.07 ACRES |

| COMMON AREAS:    |            |
|------------------|------------|
| C/A "A"          | 0.87 ACRES |
| C/A "B"          | 0.17 ACRES |
| C/A "C"          | 1.99 ACRES |
| TOTAL C/A (SITE) |            |
| 3.03 ACRES       |            |

**NOTES:**

- MAINTENANCE OF THE COMMON AREAS AND ISLANDS/WEIRMS IN PUBLIC RIGHTS OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL, OR OTHER OBSTRUCTIONS, EITHER TEMPORARY OR PERMANENT SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE AREAS SHOWN. CERTAIN AMENITIES SUCH AS, BUT NOT LIMITED TO, WALKS, BENCHES, PERGOLAS, AND DOCKS, SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.



**LEGAL DESCRIPTION**

A tract of and located in the Northwest Quarter (N.W. 1/4) of Section Twenty-One (21), Township Ten North (T-10-N), Range Four East (R-4-E), 1M., Pottawatomie County, Oklahoma, more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter (N.W. 1/4), Thence S 02° 00' 00" W along the West line of said Northwest Quarter (N.W. 1/4) a distance of 1320.00 feet to the POINT OF BEGINNING; Thence N 90° 00' 00" E a distance of 550.00 feet; Thence S 02° 00' 00" W a distance of 477.40 feet; Thence N 90° 00' 00" W a distance of 150.00 feet; Thence N 02° 00' 00" E a distance of 147.40 feet; Thence N 90° 00' 00" W a distance of 180.00 feet; Thence S 02° 00' 00" W a distance of 172.00 feet; Thence N 90° 00' 00" W a distance of 330.00 feet to a point on the West line of said Northwest Quarter (N.W. 1/4); Thence N 02° 00' 00" E along said West line of said Northwest Quarter (N.W. 1/4) a distance of 1056.00 feet to the POINT OF BEGINNING.

Said tract containing 11.01 acres, more or less.

**Crafton Tull**  
 PROJECT ENGINEER  
 405.273.1050  
 www.craftontull.com

PRELIMINARY PLAT TO SERVE  
 ROLLING HILLS ADDITION

SHEET NO: 1 of 1  
 DATE: 09/13/11  
 PROJECT NO: 116031-00



# PRELIMINARY PLAT APPLICATION FOR THE CITY OF SHAWNEE

Please provide a submittal letter, 12-24 X 36 maps, PE & Ownership Certifications, 1 electronic map ([kdrain@shawneecok.org](mailto:kdrain@shawneecok.org)) and filing fees upon submitting this application.

APPLICANT Absentee Shawnee Housing Authority

APPLICANT ADDRESS 107 North Kimberly, Shawnee, OK 74802

APPLICANT PHONE NUMBERS (405) 273-1050

EMAIL ADDRESS \_\_\_\_\_

NAME OF PLAT Rolling Hills Addition

LOCATION NE/4, Sec 21, T-10-N, R-4-e., Pottawatomie County  
111 N. Bryan

NUMBER OF ACRES 11.01 NUMBER OF LOTS 26

**FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: COST IS** \$225.00

PLUS **\$3.00** PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS \_\_\_\_\_

PLUS **\$1.00** PER LOTS OVER FIFTY(50) LOTS NUMBER OF LOTS \_\_\_\_\_

**TOTAL COST** \_\_\_\_\_

**FOR LESS THAN 2 ACRE LOTS:** COST IS \$225.00

PLUS **\$2.00** PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 26 \$52.00

PLUS **\$1.00** PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS \_\_\_\_\_

**TOTAL COST** \$277.00

pd.  
9/14/11

## **OWNER/DEVELOPER INFORMATION:**

NAME Sherry Beams, Executive Director, Absentee Shawnee Housing Authority

ADDRESS 107 North Kimberly, Shawnee, OK 74802

CONTACT NUMBERS (405) 273-1050 Fax: (405) 273-0577

EMAIL ADDRESS sbeams@ashousingauthority.com

## **PROJECT ENGINEER INFORMATION:**

NAME Kendall W. Dillon, P.E., VP-Residential, Crafton Tull & Associates

ADDRESS 214 East Main Street, Oklahoma City, OK 73104

CONTACT NUMBERS 405-787-6270 (O) 405-787-6276 (Fax)

EMAIL ADDRESS Kendall.Dillon@craftontull.com

**Regular Board of Commissioners**

**8.**

**Meeting Date:** 10/17/2011

Annex 6.47 acres North Rock Creek School

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Public hearing and consider an ordinance annexing 6.47 acres into the City. Applicant: North Rock Creek School

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Attachments

Annex Request

North Rock Creek Map

Annex Ordinance



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

**MEMORANDUM**

**AGENDA:**                   **October 17, 2011**

**TO:**                         **Shawnee City Commission**

**FROM:**                   **Justin Erickson, Planning Director** 

**RE:**                       **North Rock Creek School Annexation Request**

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**SUMMARY**

The North Rock Creek School Board requests annexation of 6.47 acres into the City of Shawnee. The Annexation is to facilitate construction of a new Middle School/Gymnasium. Annexation will allow utilization of City services (police, fire, water/sewer, building inspections) and construction is expected to start soon. The annexation boundaries are irregular, but the Board expects to annex additional property in the future, as improvements and upgrades are made. The existing North Rock Creek School campus is in the City limits and the proposed annexation would ensure that the new facility will also be within the City.

**ZONING AND COMPREHENSIVE PLAN**

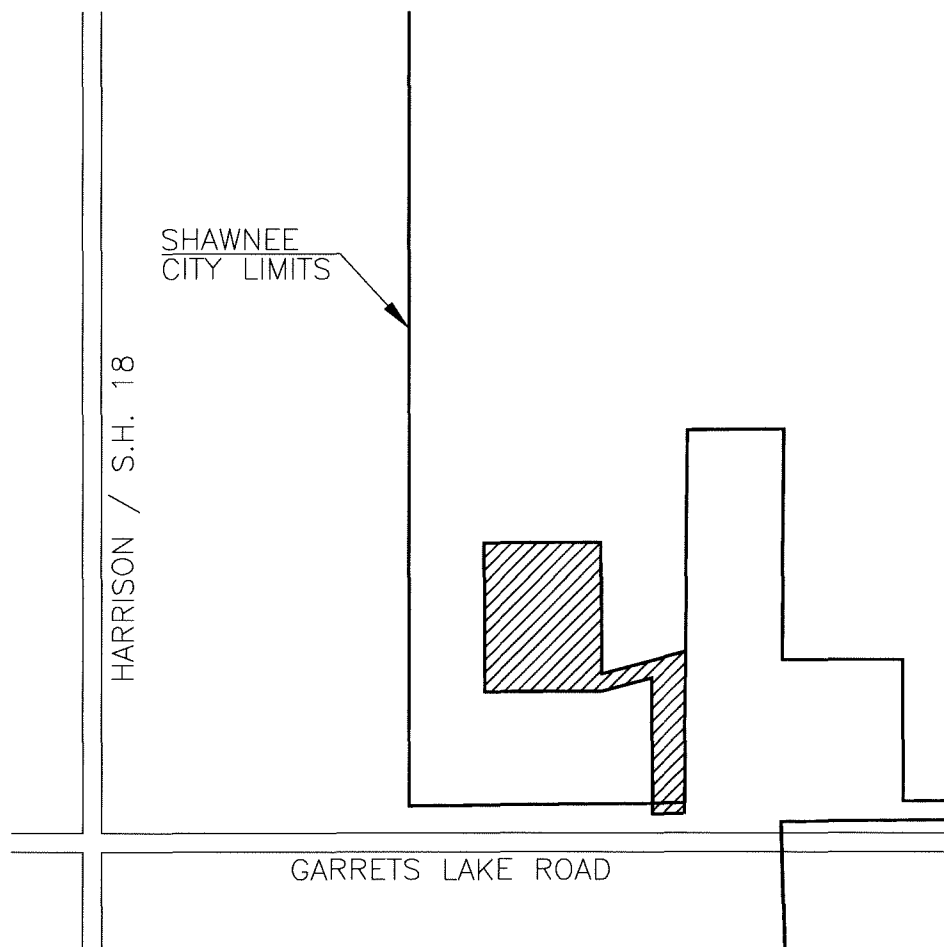
Per Section 1501.9 of the Shawnee Zoning Code, annexed land shall be zoned A-1 (Agricultural) unless otherwise classified by the City Commission. In this case, zoning the site A-1 is logical because of the location and intended use of the property. Elementary and secondary schools are permitted outright in the A-1 Zone. Pursuant to the Shawnee Comprehensive Plan, the subject property is anticipated to have a future land use consistent with Rural Development/Agriculture. An A-1 designation is consistent with the Shawnee Comprehensive Plan. The existing elementary school is zoned A-1.

**STAFF RECOMMENDATION**

Staff recommends that the Shawnee City Commission approve the Annexation Ordinance and incorporate the North Rock Creek Middle School site into the City and that the property be zoned A-1.

*Attachments*

# LOCATION MAP



 SUBJECT PROPERTY

**North Rock Creek School**

42400 Garrett's Lake Road  
Shawnee, OK 74804  
Fax 405-273-7368

**Blake Moody**  
Superintendent  
405-275-1798

**Denise Sims**  
Principal  
405-275-3473

August 3, 2011

Mr. Justin Erikson  
City of Shawnee  
Planning Director

Ref: Letter of Annexation /Gymnasium Project

Dear Justin,

The North Rock Creek School Board officially requests the City of Shawnee to annex the described land (Legal description attached 1) into the City of Shawnee.

The North Rock Creek School campus presently is within the Shawnee city limits and is served with city water and sewer.

The North Rock Creek School system has acquired additional land for future school expansion. The land is not presently in the Shawnee City limits.

The North Rock Creek School has past a bond issue funding a Middle school and Gymnasium, which is now under development.

The annexation request would cover this new development (attachment 2). This request would additionally cover water and sewer for future services.

Thank you for your consideration.

Sincerely,



Blake Moody  
Superintendent,  
North Rock Creek School

BOARD MINUTES  
REGULAR MEETING  
June 13, 2011

The North Rock Creek Board of Education met in regular session on Monday, June 13, 2011, in the conference room of North Rock Creek School. The meeting was called to order at 6:35 p.m. by Ricky Gowin, President. The required notice had previously been given to the County Clerk prior to December 8, 2010. The agenda was posted on Friday, June 10, 2011, in accordance with 25 O.S 1982 § 311 (9).

Roll call verified that board members, Ricky Gowin, President, Adam Hester, Vice President, Sherri Stacy, Clerk were present. Also in attendance were Marc Moore, Superintendent, Blake Moody, Superintendent 2011-2012 School Year, Denise Sims, Principal, Roy Woods, Dean of Students, Sally Odom, Board Secretary and Erika Jones, Parent.

Mr. Gowin made the motion and Mrs. Stacy seconded the approval of the agenda. Motion carried 3-0.

Stacy – Yes                      Gowin – Yes                      Hester – Yes

Public Participation – There was no public participation.

Mr. Gowin read the consent docket. All of the following items, which concern reports and items of routine nature normally approved at board meeting, will be approved by one vote unless any board member desires to have a separate vote on any of all of these items. The consent docket consists of the discussion, motion, and vote to approve or not approve the following items:

- a. Minutes of May 9, 2011, regular board meeting.
- b. Minutes of the June 7, 2011, special board meeting.
- c. Financial Reports.
- d. 2010-2011 – General Fund Purchase Order Changes (4, 9, 37, 137, 166, 182, 239). Child Nutrition Purchase Order Changes (5, 7, 8).
- e. 2010-2011 General Fund Purchase Order (310-319), General Fund Warrants (1541-1778), Co-op Purchase Orders (None), Co-op Warrants (77-94), Building Fund Purchase Order (None), Building Fund Warrants (92-108), Child Nutrition Purchase Orders (none), Child Nutrition Warrants (237-278), Bond Fund Purchase Order (4), Bond Fund Warrant (8).
- f. Temporary Appropriations for FY 2012.

Mrs. Stacy made the motion and Mr. Gowin seconded to approve the consent docket. Motion carried 3-0.

Stacy- Yes      Gowin – Yes                      Hester – Yes

Motion carried 3-0.

Stacy- Yes      Gowin – Yes      Hester – Yes

Mr. Gowin made the motion and Mr. Hester seconded to approve a resolution that adjusts the flexible benefit allowance revenue source with the school treasurer so the correct portion is reflected in the general fund, building fund, and child nutrition fund. Motion carried 3-0.

Stacy- Yes      Gowin – Yes      Hester – Yes

Mrs. Stacy made the motion and Mr. Gowin seconded to approve directing the superintendent to apply for annexation into the Shawnee city limits for the new middle school / gymnasium area. Motion carried 3-0.

Stacy- Yes      Gowin – Yes      Hester – Yes

Mr. Gowin made the motion and Mrs. Stacy seconded to approve notice to proceed for Bishop Paving with all conditions met. Motion carried 3-0.

Stacy- Yes      Gowin – Yes      Hester – Yes

Mr. Gowin made the motion and Mrs. Stacy seconded to approve change order with Bishop Paving for \$7,216.00. (with a plastic casing to be used on drain) the total should now show \$189,985.50. Motion carried 3-0.

Stacy- Yes      Gowin – Yes      Hester – Yes

Mr. Gowin made the motion and Mrs. Stacy seconded to approve the following contracts for FY 12:

- a. Oklahoma School Assurance Group (Workers Compensation Insurance)
- b. Wilson, Dotson and Associates – Auditing Services

Motion carried 3-0.

Stacy- Yes      Gowin – Yes      Hester – Yes

Mr. Gowin made the motion and Mrs. Stacy seconded to approve contract for bus driver drug testing for FY 12 with ADTI. Motion carried 3-0.

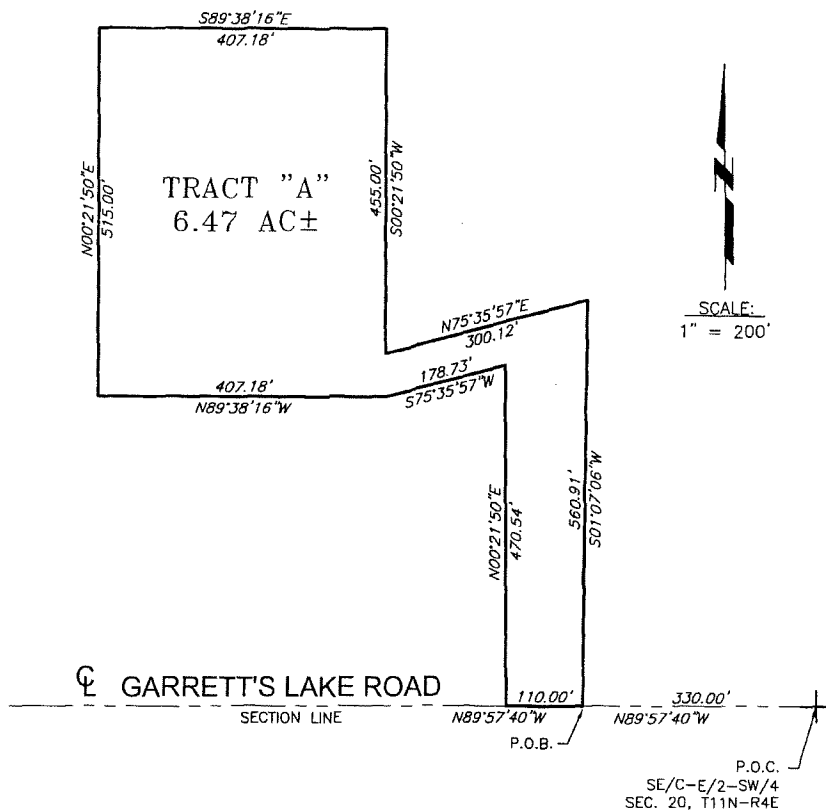
Stacy- Yes      Gowin – Yes      Hester – Yes

Mr. Gowin made the motion and Mr. Hester seconded to approve the following Memberships for the FY12:

- a. Organization of Rural Elementary Schools (ORES)
- b. Oklahoma State School Board Association (OSSBA)

Motion carried 3-0.

# ANNEXATION INFORMATION AND LEGAL DESCRIPTION



## TRACT "A" LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER (E/2-SW/4) OF SECTION TWENTY (20), TOWNSHIP ELEVEN NORTH (T11N), RANGE FOUR EAST (R4E) OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, WITH AN ASSUMED BASIS OF BEARING OF N89°57'40"W ALONG THE SOUTH LINE OF SAID E/2-SW/4, AND MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER (SE/C) OF SAID E/2-SW/4; THENCE N89°57'40"W ALONG THE SOUTH LINE OF SAID E/2-SW/4 A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°57'40"W ALONG SAID SOUTH LINE A DISTANCE OF 110.00 FEET; THENCE N00°21'50"E A DISTANCE OF 470.54 FEET; THENCE S75°35'57"W A DISTANCE OF 178.73 FEET; THENCE N89°38'16"W A DISTANCE OF 407.18 FEET; THENCE N00°21'50"E A DISTANCE OF 515.00 FEET; THENCE S89°38'16"E A DISTANCE OF 407.18 FEET; THENCE S00°21'50"W A DISTANCE OF 455.00 FEET; THENCE N75°35'57"E A DISTANCE OF 300.12 FEET; THENCE S01°07'06"W A DISTANCE OF 560.91 FEET TO THE POINT OF BEGINNING, CONTAINING 6.47 ACRES, MORE OR LESS, AND SUBJECT TO ALL RECORDED EASEMENTS AND RIGHT OF WAYS THEREOF.

Received

AUG 24 2011

Engineering Dept  
City of Shawnee, OK

Richard L. Landes P.E. #8679

Date

LANDES ENGINEERING L.L.C. & ASSOCIATES  
www.landesengineering.net  
903 EAST 35TH STREET, SHAWNEE, OK. 74804  
405-275-5755 CA #2260 EXP. 6-30-13

NORTH ROCK CREEK SCHOOL  
SHAWNEE, OKLAHOMA

DRAWN BY: ml

CHECKED RLL

DRAWING NUMBER:

ENG 401-11

DATE DRAFTED: 08-04-2011

REVISED: 08-24-2011



N:\Engineering\Projects\Misc Requests\North Rock Creek Annexation\Annexation Exhibit.dwg



|                                               |         |                                                      |             |                        |  |
|-----------------------------------------------|---------|------------------------------------------------------|-------------|------------------------|--|
| NORTH ROCK CREEK SCHOOL<br>ANNEXATION EXHIBIT |         |                                                      |             |                        |  |
| SURVEY BY: NA                                 |         | CITY OF SHAWNEE<br>222 BROADWAY<br>SHAWNEE, OKLAHOMA |             |                        |  |
| DRAWN BY: NA                                  |         |                                                      |             |                        |  |
| CHECKED BY: NA                                |         |                                                      |             |                        |  |
| REVISED                                       | DATE    | AS-BUILT                                             | DATE        | ENGINEERING DEPARTMENT |  |
|                                               |         |                                                      |             |                        |  |
| ENGINEER                                      | DATE    | SCALE                                                | PROJECT NO. | SHEET NO.              |  |
| NA                                            | 9-19-11 | NTS                                                  | NA          | 1                      |  |





ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ANNEXING CERTAIN TERRITORY AND PROPERTY OUTSIDE THE PRESENT CITY LIMITS INTO THE CITY LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, PURSUANT TO TITLE 11 OF THE OKLAHOMA STATUTES; DESCRIBING SAID PROPERTY; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. That pursuant to the provisions of applicable law, the following described property located outside the present boundaries of the City of Shawnee, Oklahoma:

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER (E/2-SW/4) OF SECTION TWENTY (20), TOWNSHIP ELEVEN NORTH (T11N), RANGE FOUR EAST (R4E) OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, WITH AN ASSUMED BASIS OF BEARING OF N89°57'40"W ALONG THE SOUTH LINE OF SAID E/2-SW/4, AND MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER (SE/C) OF SAID E/2-SW/4; THENCE N89°57'40"W ALONG THE SOUTH LINE OF SAID E/2-SW/4 A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°57'40"W ALONG SAID SOUTH LINE A DISTANCE OF 110.00 FEET; THENCE N00°21'50"E A DISTANCE OF 470.54 FEET; THENCE S75°35'57"W A DISTANCE OF 178.73 FEET; THENCE N89°38'16"W A DISTANCE OF 407.18 FEET; THENCE N00°21'50"E A DISTANCE OF 515.00 FEET; THENCE S89°38'16"E A DISTANCE OF 407.18 FEET; THENCE S00°21'50"W A DISTANCE OF 455.00 FEET; THENCE N75°35'57"E A DISTANCE OF 300.12 FEET; THENCE S01°07'06"W A DISTANCE OF 560.91 FEET TO THE POINT OF BEGINNING, CONTAINING 6.47 ACRES, MORE OR LESS, AND SUBJECT TO ALL RECORDED EASEMENTS AND RIGHT OF WAYS THEREOF,

is hereby annexed into the corporate limits of the City of Shawnee, Oklahoma, pursuant to the provisions of law applicable thereto, and zoned as A-1; Agricultural.

Section 2. That the "City Map of the City of Shawnee, Oklahoma" be amended accordingly to reflect said annexation.

Section 3. That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. That the provisions of this ordinance are severable, and if any part or provision hereof shall be held void, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

PASSED AND APPROVED this 17<sup>th</sup> day of October, 2011

\_\_\_\_\_  
LINDA PETERSON, MAYOR

ATTEST:

\_\_\_\_\_  
PHYLLIS LOFTIS, CITY CLERK

**Regular Board of Commissioners**

**9.**

**Meeting Date:** 10/17/2011

Presentation Gateway

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Presentation from Amy Dunn of Gateway regarding a Certified Healthy Community Grant.

---

Attachments

[certified health Oklahoma](#)

[Community Grant Criteria](#)

[Grant Info](#)

[Business Critiera](#)

# CERTIFIED HEALTHY OKLAHOMA



Creating  
a State  
of Health

Helping to Shape Your Future

# Become a Bright Spot in Oklahoma

- ❑ Certified Healthy Business
- ❑ Certified Healthy Restaurant
- ❑ Certified Healthy School
- ❑ Certified Healthy Community
- ❑ Certified Healthy Campus



# Certified Healthy Schools

- ❑ Oklahoma children deserve to be healthy
- ❑ Part of the 2010 “Oklahoma Certified Healthy Schools and Communities Act”
- ❑ Criteria based on Center for Disease Control’s Coordinated School Health Model
- ❑ Voluntary certification program



# What's in it for Oklahoma school's

- Recognition for promoting school wellness
- Makes student health a priority
- Promotes safe & supportive environment
- A way to improve the Academic Performance Index
- Family Involvement



# Certified Healthy Community

- Part of the 2010 “Oklahoma Certified Healthy Schools and Communities Act”
- Voluntary certification program for communities
- Criteria based on achievable health goals



# What's in it for Oklahoma communities

- Opportunity to create a healthier Oklahoma
- Community collaboration over shared health goals
- Recognition as a healthy place to live, work, learn and play
- Community improvement projects



# Certified Healthy Restaurant

- ❑ Developed in 2009
- ❑ Recognizes restaurants who offer healthy options
- ❑ Recognizes restaurants who provide healthy environments
- ❑ Creates a loyal customer base interested in healthy food options



# What's in it for Oklahoma restaurants?

- ❑ Marketing tool for your restaurant
- ❑ Attracts new customers
- ❑ Recognized as a model in the community
- ❑ Recognized for healthy menu options
- ❑ Recognized as a great place to eat



# Certified Healthy Campus

- ❑ Developed for post-secondary educational institutions and career technology centers
- ❑ Recognizes campuses for creating healthier environments for students, faculty, staff, and visitors
- ❑ Criteria based on the American College Health Association Standards for Health Promotion in Higher Education



# What's in it for Oklahoma campuses

- ❑ Recognition as a leader in campus health promotion
- ❑ Establish safe and supportive campus environment
- ❑ Link health promotion efforts to the learning mission of higher education
- ❑ Demonstrate capacity to potential outside funders

# Certified Healthy Business

- ❑ A successful program since 2003
- ❑ Over 900 businesses certified
- ❑ Recognizes businesses that make employee health a priority
- ❑ Endorsed by
  - ❑ State Chamber
  - ❑ Academy for State Goals
  - ❑ Oklahoma Turning Point Council
  - ❑ Oklahoma State Department of Health



# What's in it for Oklahoma businesses

- ❑ Make wellness at work a priority
- ❑ Increased moral, decreased sick leave
- ❑ Healthier and more productive employees
- ❑ A model for other businesses
- ❑ Marketing tool for your business
- ❑ Positive customer recognition
- ❑ Better health = Better business



# Certification Process

- All applications and criteria can be found on the Oklahoma Turning Point Council website at [www.okturningpoint.org](http://www.okturningpoint.org)
- There are 3 levels of certification: Basic, Merit and Excellence
- All applications must be submitted by November 1
- Certification announcements after December 1
- Awards ceremony & luncheon on March 1 in Oklahoma City



Please visit the Oklahoma Turning Point Council  
website at [www.okturningpoint.org](http://www.okturningpoint.org)

For more information contact [whitneyw@health.ok.gov](mailto:whitneyw@health.ok.gov)  
or [Kpayne@health.ok.gov](mailto:Kpayne@health.ok.gov)

## Oklahoma Certified Healthy Communities Application

Name of city or town:

Size of community:

Rural( ) small( ) medium( ) large( ) metro( )

Name and title of primary contact person:

Address:

City\_\_\_\_\_ State\_\_ Zip\_\_\_\_\_

Business phone: Email:

Alternate contact person name and title:

Business phone: Email:



**Section 1: Tobacco and Alcohol:** Please check all that apply to your community:

Promoting healthy lifestyles:

- All city-owned/operated properties are smoke free indoors (no smoking rooms)
- All city-owned/operated properties are tobacco free
- All city-owned/operated properties are alcohol and drug free (if alcohol is allowed at special events, community must have written policies)
- Local educational institutions (including primary, secondary and higher education) have adopted policies ensuring "24/7" tobacco, alcohol and drug free properties (could be promoted at local school board meetings, PTA meetings, etc.)

Controlling the location, number, and density of alcohol and tobacco retail outlets:

- Community has an ordinance requiring a local license for all retailers of alcohol products
- Community uses a portion of retail alcohol license fee for program administration and providing license suspensions or revocations for multiple violations
- Community requires approval for new retailers selling alcohol for off-site consumption near high-crime areas, schools, and parks

Reducing youth access to alcohol and tobacco:

- Community enforces the Social Host ordinance/law to hold those who allow underage drinking or drug use legally accountable if the property it occurs on is under their control
- Community has frequent compliance checks conducted by local law enforcement to identify and discourage illegal sales of tobacco and alcohol and the results are made public
- Community requires mandatory training for alcohol retailers to increase compliance with youth access to alcohol laws

Restricting the time, place and manner of alcohol and tobacco marketing/advertising:

- Community has an ordinance to prohibit the distribution of free or low-cost alcohol products, coupons, coupon offers, gift certificates, gift cards, rebate offers or similar offers
- Community has an ordinance restricting specific alcohol marketing/advertising practices at retail stores

- Community has an ordinance that states no alcohol or tobacco marketing/advertising at city-sponsored events(i.e. county fairs, rodeos, motor sports, other sporting events, parades, concerts, museums, dances, festivals, etc.)

**\*Local implementation of the items below are currently not allowed under Oklahoma state tobacco laws. Communities will receive a point for certification by indicating their full intent to meet the stated criteria if and when Oklahoma state law is amended to allow local action.**

- Community has a 100% smoke free ordinance for all indoor workplaces, including bars, restaurants, and hotels
- Community has an ordinance requiring a local license for all retailers of tobacco products, using a portion of license fee for program administration and providing for license suspensions or revocations for multiple violations
- Mandatory training for tobacco retailers to increase compliance with youth access ordinance
- Community has an ordinance to prohibit the distribution of free or low-cost tobacco products, coupons, coupon offers, gift certificates, gift cards, rebate offers or other similar offers
- Community has an ordinance restricting specific tobacco marketing/advertising practices at retail stores
- **Checking this box indicates community has full intent to implement local tobacco control ordinance criteria if and when Oklahoma state law is amended to allow local action.**

**Section 2: Nutrition:** Please check all that apply to your community:  
Food accessibility/affordability:

- Community has access to affordable fresh fruits and vegetables (i.e. grocery stores, farmer's markets or community gardens)
- Community farmer's markets, corner stores and grocery stores accept (WIC) Women, Infants and Children, (SNAP) Supplemental Nutrition Assistance Program, and Senior Nutrition Vouchers
- Healthy food options available in corner/convenience stores (i.e. fresh fruits and vegetables, whole grains, dairy products, etc.)
- Community has zoning ordinances allowing Farmer's markets

- Established community gardens in parks, schools, work sites or childcare settings that are available to the community

**Section 3: Physical Activity:** Please check all that apply to your community:

Community recreation/fitness centers and physical activity opportunities:

- Fitness centers offer reduced rates for families
- Local community gym (community center, church, school, etc.) is available for before/after school physical activity
- Community centers have available family activities after-hours
- Community offers intramural sports through community centers or city parks
- Community wide physical activities offered throughout the year (i.e. family fun runs/walks, 5K runs/walks, biking events, fitness challenges, etc.)
- Active Safe Routes to School or Walking School Bus programs

**Section 4: Built Environment/ Transportation:** Please check all that apply to your community:

Community environment:

- Community has safe public sidewalks with ramps
- Community has safe, marked bicycle routes
- Community has safe, well marked walking trails
- Community has safe community playgrounds and parks
- Community has an active recycling program
- Community regulates storefront signage that contains advertisements covering windows
- Public health advocates and stakeholders are included in community development and zoning regulations
- Community has a policy that offers incentives for new housing development that complies with ENERGY STAR ratings for energy efficiency

Community transportation:

- Community has transportation for senior citizens and people with disabilities
- Community ensures equal consideration for safety and mobility for all users of all modes of transportation
- Community has a car pooling program
- Municipalities fund public transit
- Community promotion of public transit and/or van transport for health related services or needs (i.e. Doctor's offices, Senior Centers, Assisted Living Centers, pharmacies or grocery stores, etc.)

**Section 5: Health Services:** Please check all that apply to your community:

Community health assessments/screenings:

- Community is engaged in a local community needs assessment addressing public health issues
- Community based health screenings and referrals offered to identify health conditions such as obesity, diabetes, heart disease, mental health and substance misuse and abuse

Community access to health services:

- Basic primary health care is available to community (i.e. free clinic or reduced fee clinics, faith-based community clinics, etc.)
- Community provides information on how to access free or reduced rate dental care (i.e. local County Health Department, Oklahoma Dental Association, local website, flyers, pamphlets, billboards, media, etc.)
- Community has access to Advanced Life Support Emergency Medical Services or, partners with another community to provide Advanced Life Support Emergency Medical Services

- Community provides information on how to access mental health and substance abuse treatment and clinical services (i.e. faith-based community efforts, local mental health and substance abuse providers, local website, flyers, pamphlets, billboards, media, etc.)

Community support of alternative sentencing:

- Demonstrated support for community-based diversion of non-violent offenders experiencing mental illness or addiction (i.e. felony and misdemeanor drug court, mental health court, day reporting programs)

**Section 6: Education/ Awareness:** Please check all that apply to your community:

Community health promotion:

- There are Certified Healthy Businesses in our community
- Local websites promote health and wellness activities in the community
- Community wide campaigns that promote wellness (i.e. "This City is Going on a Diet", "Walk This Weigh", local Mayors Challenges, etc.)
- Local restaurants promote awareness of healthy menu options (i.e. provide nutrition facts, offer low fat options, offer reduced sodium in food items, etc.)
- Community investment in safe, alcohol-free activities for prom and graduation

Education for professionals:

- Community has a policy for continuing education for local law enforcement on crisis intervention, underage drinking, DUI, and drug enforcement
- Community makes information available to **health care providers** about the Oklahoma Tobacco Helpline 1-800-QUIT-NOW/1-800-784-8669 (i.e. flyers, pamphlets, staff in-service, etc.)
- Community makes information available to **health care providers** about the Suicide Prevention Lifeline 1-800-273-TALK/1-800-273-8255 (i.e. flyers, pamphlets, staff in-service, etc.)

Education for the general public:

- Community makes information available to **general public** about the Oklahoma Tobacco Helpline 1-800-QUIT-NOW/1-800-784-8669 (i.e. health fairs, flyers, pamphlets, billboards, media, etc.)
- Community makes information available to **general public** about the Suicide Prevention Lifeline 1-800-273-TALK/1-800-273-8255 (i.e. health fairs, flyers, pamphlets, billboards, media, etc.)
- Community utilizes local coalitions to educate new and established drivers about risks associated with drinking while driving
- Community utilizes local coalitions to educate new and established drivers about driving with distractions (i.e. texting, cell phone use, GPS use, eating, applying make-up, etc.)
- Community makes information available to the general population about the Problem Gambling Hotline 1-800-522-4700

Please visit [www.okturningpoint.org](http://www.okturningpoint.org) to find more detail application information and fill out the online application. Applications are due November 1. For questions or more information please contact Whitney Kemp at 405-271-9444 Ext 56433.

*Be a Bright Spot—Become a Certified Healthy Community*

# Healthy Communities Incentive Grants



The Oklahoma Tobacco Settlement Endowment Trust (TSET) will be offering Healthy Communities Incentive Grants to cities that receive certification through the newly created Certified Healthy Communities (CHC) program, which is administered by the Oklahoma State Department of Health (OSDH).

The Healthy Communities Incentive Grants will provide opportunities for cities to receive monetary awards based on the size of the community, the level of certification achieved, and the incentive criteria met (basic incentive, merit incentive or excellence incentive). While the funding is available, these incentive grants will be provided to communities to enhance wellness activities, in their areas of poorest health. Cities awarded grant funding must apply the funds to advancing any of the CHC criteria they believe best addresses the needs and opportunities in their communities.

Communities receiving CHC certification will be eligible to apply to TSET for the Healthy Communities Incentive Grants. Certain criteria from within the CHC program have been selected as Incentive Grants requirements, placing a priority on higher impact policies and actions to improve community health. The CHC and Incentive Grants criteria address such issues as tobacco and alcohol use prevention, improving nutrition and physical activity, addressing built environments and transportation, health services, and community education.

**The requirements are listed on the reverse in each category with indicators as follows - BI =Basic Incentive, MI = Merit Incentive or EI = Excellence Incentive.**

|           | Basic<br>Incentive | Merit<br>Incentive | Excellence<br>Incentive | Cumulative<br>Totals |
|-----------|--------------------|--------------------|-------------------------|----------------------|
| Rural     | \$2,000            | \$3,000            | \$5,000                 | \$10,000             |
| Small     | \$5,000            | \$8,000            | \$12,000                | \$25,000             |
| Medium    | \$8,000            | \$17,000           | \$25,000                | \$50,000             |
| Large     | \$10,000           | \$20,000           | \$30,000                | \$60,000             |
| Metro     | \$15,000           | \$35,000           | \$75,000                | \$125,000            |
| OKC/Tulsa | \$30,000           | \$70,000           | \$125,000               | \$225,000            |

The grants process will be available for application in January 2012.

*For more information or to receive informational updates contact:*

Connie Befort, Program Manager, Healthy Communities Incentive Grants

Email: [connieb@tset.ok.gov](mailto:connieb@tset.ok.gov) or Phone: 405-521-4895

Healthy Communities Incentive Grants criteria: [www.ok.gov/tset/Programs/Healthy\\_Communities\\_Incentive\\_Grants/index.html](http://www.ok.gov/tset/Programs/Healthy_Communities_Incentive_Grants/index.html)

## Section 1: Tobacco and Alcohol:

### Promoting healthy lifestyles:

- All city-owned/operated properties are smoke free indoors (no smoking rooms) **BI**
- All city-owned/operated properties are tobacco free **EI**
- All city-owned/operated properties are alcohol and drug free (if alcohol is allowed at special events, community must have written policies) **EI**
- Local educational institutions (including primary, secondary and higher education) have adopted policies ensuring “24/7” tobacco, alcohol and drug free properties (could be promoted at local school board meetings, PTA meetings, etc.) **BI-largest public school district / EI – all public school districts**

### Controlling the location, number, and density of alcohol and tobacco retail outlets:

- Community requires approval for new retailers selling alcohol for off-site consumption near high-crime areas, schools, and parks **BI**

### Reducing youth access to alcohol and tobacco:

- Community enforces the Social Host ordinance/law to hold those who allow underage drinking or drug use legally accountable if the property it occurs on is under their control **MI**
- Community has frequent compliance checks conducted by local law enforcement to identify and discourage illegal sales of tobacco and alcohol and the results are made public **EI**

### Restricting the time, place and manner of alcohol and tobacco marketing/advertising:

- Community has an ordinance that states no alcohol or tobacco marketing/advertising at city-sponsored events (i.e. county fairs, rodeos, motor sports, other sporting events, parades, concerts, museums, dances, festivals, etc.) **MI**

## Section 2: Nutrition:

### Food accessibility/affordability:

- Community farmer’s markets, corner stores and grocery stores accept (WIC) Women, Infants and Children, (SNAP) Supplemental Nutrition Assistance Program, and Senior Nutrition Vouchers **EI**
- Community has zoning ordinances allowing Farmer’s markets **BI**

## Section 3: Physical Activity:

### Community recreation/fitness centers and physical activity opportunities:

- Active Safe Routes to School or Walking School Bus programs **EI**

## Section 4: Built Environment/ Transportation:

### Community environment:

- Public health advocates and stakeholders are included in community development and zoning regulations **MI**

### Community transportation:

- Community ensures equal consideration for safety and mobility for all users of all modes of transportation **MI**

## Section 5: Health Services:

### Community health assessments/screenings:

- Community is engaged in a local community needs assessment addressing public health issues **EI**

### Community access to health services:

- Community provides information on how to access mental health and substance abuse treatment and clinical services (i.e. faith-based community efforts, local mental health and substance abuse providers, local website, flyers, pamphlets, billboards, media, etc.) **MI**

## Section 6: Education/ Awareness:

### Community health promotion:

- There are Certified Healthy Businesses in our community **BI**
- Community investment in safe, alcohol-free activities for prom and graduation **EI**

### Education for the general public:

- Community makes information available to **general public** about the Oklahoma Tobacco Helpline 1-800-QUIT-NOW/1-800-784-8669 (i.e. health fairs, flyers, pamphlets, billboards, media, etc.) **BI**
- Community makes information available to **general public** about the Suicide Prevention Lifeline 1-800-273-TALK/1-800-273-8255 (i.e. health fairs, flyers, pamphlets, billboards, media, etc.) **BI**
- Community makes information available to the general population about the Problem Gambling Hotline 1-800-522-4700 **MI**

## Certified Healthy Business Application

Name of Business: \_\_\_\_\_  
No. of Employees: 1-25( ) 26-100( ) 101-500( ) 501-999( ) 1000+( )  
Profit: \_\_\_\_ Not for Profit: \_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip code: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Telephone: \_\_\_\_\_



### 1. Check the screenings/evaluation and preventive programs your workplace provides: (1 point per checked item)

- ☐ health risk appraisal
- ☐ free or reduced cost annual physical exams for employees
- ☐ cardiovascular fitness evaluation
- ☐ cholesterol screening
- ☐ blood pressure screening
- ☐ body fat evaluation
- ☐ follow-up/retest
- ☐ offer flu shots or other immunizations for employees
- ☐ offers items in this category to family members

### 2. Check the health education or promotion materials your company provides: (½ point per checked item)

- ☐ pamphlets/brochures
- ☐ posted printed material
- ☐ newsletters
- ☐ health topics in electronic media
- ☐ paycheck stuffer or health topics covered at employee meetings
- ☐ offers items in this category to family member

### 3. Check all physical activities offered by your company. (1 point per checked item)

- ☐ provides space for employees to exercise
- ☐ offers exercise activities (walking, step aerobics, exercise videos, etc.)
- ☐ fitness room/equipment
- ☐ off-set the cost of off-site fitness center memberships
- ☐ offers organized team sports (softball, soccer, etc.)
- ☐ provide pedometers
- ☐ provide breaks/time off to exercise
- ☐ offers items in this category to family members
- ☐ Sponsor individual employee participation in athletic/fitness events

### 4. Check all the tobacco use prevention activities offered by your company. (1 point per checked item)

- ☐ free or reduced cost cessation products provided twice per year
- ☐ active promotion of Oklahoma Tobacco Helpline (1-800-QUIT-NOW)
- ☐ onsite tobacco cessation programs
- ☐ offers items in this category to family members

### 5. Check all programs and information related to nutrition provided by your workplace. (1 point per checked item)

- ☐ promote healthy menu items in the cafeteria (if applicable)
- ☐ offer healthy vending machine selections (fruit juices, salads, pretzels, low-fat yogurt, etc.)
- ☐ encourage employees to bring healthy snacks
- ☐ post nutritional information in break areas
- ☐ onsite Weight Watchers or similar program
- ☐ offers items in this category to family members

☐ offer other healthy food options (such as Farmer's Markets)

### 6. Check the management support your workplace receives to promote employee health and safety: (1 point per checked item)

- ☐ financial rewards
- ☐ provides space for breastfeeding mothers
- ☐ incentive programs/contests
- ☐ offer health insurance to employees at no/reduced cost
- ☐ employee support groups
- ☐ health/wellness committees in place
- ☐ employee assistance programs (EAP)
- ☐ onsite occupational safety program (lifting, defensive driving, etc.)
- ☐ onsite disease management program
- ☐ onsite behavioral health program (stress management, work/life balance, depression, etc.)
- ☐ provides CPR/AED certification opportunities
- ☐ offers items in this category to family members
- ☐ offer medical/clinical services (onsite clinic, visiting nurse, etc.)

### 7. Check the ways your company involves the community in health and wellness (½ point per checked item)

- ☐ shares education or promotional materials
- ☐ invites other groups or companies to participate in the physical activities offered by your company
- ☐ conducts screenings/evaluations to at risk groups in the community
- ☐ supports blood donor programs
- ☐ offers items in this category to family members

### 8. Wellness Policy (1 point per checked item)

- ☐ attended Make It Your Business training or equivalent
- ☐ implemented nutrition policy
- ☐ implemented physical activity policy
- ☐ implemented worksite safety policy (texting while driving, seat belt use, etc.)
- ☐ implemented 100% tobacco free policy (see below)

To help promote and encourage a tobacco-free lifestyle, all companies/workplaces seeking to achieve the highest level of certification (Excellence) must have in effect a 100% tobacco-free workplace policy that applies to the entire property under their control, both indoors and out.

### 9. Other programs that your company offers that are not listed or relate to the above criteria. Limited to THREE programs. (1 point per checked item)

- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

Please visit [www.okturningpoint.org](http://www.okturningpoint.org) to find more detail application information and fill out the online application. Applications are due November 1. For questions or more information please contact Whitney Kemp at 405-271-9444 Ext 56433.

*Be a Bright Spot—Become a Certified Healthy Community*

**Regular Board of Commissioners**

**10.**

**Meeting Date:** 10/17/2011

Grant Application approval

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Consider approval of Certified Healthy Community Grant application.

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**Regular Board of Commissioners**

**11.**

**Meeting Date:** 10/17/2011

Agreement with Oklahoma Environmental Inc

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

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

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Attachments

Agreement - Okla Environmental Inc



## ACCESS AGREEMENT

A subsurface investigation/remediation of soil and/or groundwater is being conducted in your area. The investigation is associated with the Leaking Underground Storage Tank (LUST) case # 064-3381 under direction of the regulatory entity, Oklahoma Corporation Commission (OCC). If you have specific questions about the investigation, please notify Mike Bolz, Oklahoma Environmental, Inc. (OEI) Project Manager, at the following phone number: 888-584-3386 ext. 7019.

I \_\_\_\_\_, City Engineer, City of Shawnee, owner of Independence Street, hereby consent and agree to the excavation and resurfacing of said property per the attached map, work plan and tentative schedule. The tentative schedule is in a format acceptable to the Engineer, setting forth in detail the procedure OEI proposes to follow, and giving dates on which OEI 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. OEI will supervise the excavation and resurfacing, to be limited to the area shown on the map and modified, as necessary, to accommodate existing concrete joints to be identified during a pre-construction meeting to be held on 24 October 2011, as agreed to by me, property owner/authorized agent, and that OEI will conduct the work in a manner consistent with and as approved by the OCC. OEI agrees to restore the surface to as near original conditions as possible. As part of agreeing to grant access to my property I accept the fact that OEI has agreed 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, November 23, 2011, 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.

Bid Bonds are accepted in lieu of Performance and Maintenance Bonds for purposes of executing this Agreement. Both parties agree that Performance and Maintenance Bonds, with the City of Shawnee as Beneficiary, will be provided no later than the pre-construction meeting to be held on 24 October 2011.

Additionally, as the owner or representative agent of the above described property, I/We agree to allow OEI access to our property to perform the remediation work as required by the governing regulatory agency. This Agreement serves in place of a written Notice to Proceed and 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. I/We understand that OEI agrees to provide 72 hours notice before any of the above described work is performed.

I/We further acknowledge that this agreement will be binding upon my/our heirs, transferees and assigns.

\_\_\_\_\_  
(Property Owner/Authorized Agent) (Date)  
Contact Number or Email Address: \_\_\_\_\_

Oklahoma Environmental, Inc.  
Project Manager: Mike Bolz \_\_\_\_\_  
(Signature)

Phone #: 888-584-3386 ext. 7019 Address: 717 S. Hoover, Enid, OK, 73703



OKLAHOMA  
ENVIRONMENTAL INC.

ENID \* OKC \* TULSA  
Toll Free - 888-584-3386  
Fax - 580-233-8446

**Oklahoma Environmental, Inc.**  
**Master Subcontractor Services Agreement**

This Agreement is entered into by and between:

\_\_\_\_\_  
(Name of Subcontractor)                      (Email Address)                      (Date of Agreement)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City & State)                      (Zip Code)

**Subcontractor** and **Oklahoma Environmental, Inc.** hereinafter called **OEI**, an Oklahoma Corporation, agree as follows:

**OEI** hereby engages **Subcontractor** to provide services as set forth in the addenda to this agreement and the **Subcontractor** agrees to perform the services for the compensation set forth in the addenda to agreement and also agrees to be bound by the provisions. If **Subcontractor** performs services without an Addendum, **Subcontractor** agrees to be bound by all other provisions and terms of this agreement.

**Subcontractor** EMPLOYER I.D.# OR SOCIAL SECURITY NO. \_\_\_\_\_

Check categories that are applicable to **Subcontractor's** business as defined by Federal Procurement Regulations:

|                                 |                                                 |                      |
|---------------------------------|-------------------------------------------------|----------------------|
| _____ Large Business            | _____ Woman Owned Business                      | _____ Partnership    |
| _____ Small Business            | _____ Non Profit Entity                         | _____ Corporation    |
| _____ Minority Owned Business   | _____ Labor Surplus Area                        | _____ Proprietorship |
| _____ Number of Employees _____ | _____ Historically Underutilized Business (HUB) | _____ LLC            |

**TERMS AND CONDITIONS**

1. Performance of Work. **Subcontractor** shall perform the Services described in the addenda to this Agreement with that standard of care, skill, and diligence normally provided by a professional person or firm in the performance of work similar to the Services, promptly and in strict adherence to the Work Schedule.

2. Expenses and Payments. **Subcontractor** shall provide **OEI** a 15% discount on all services for which **OEI** remits payment within 30 days of the date of the invoice unless otherwise specified in the addenda to this Agreement. **Subcontractor** shall state said discount on all invoices and quotes provided to **OEI**. **Subcontractor** shall not demand reimbursement for any costs or expenses except as specified in the addenda to this Agreement. Additionally, **Subcontractor** shall submit to **OEI** a single invoice at the completion of the Services unless otherwise specified in the addenda to this Agreement.

Lien waivers must accompany all invoices for payment from the **Subcontractor**, it's subcontractors, suppliers and material men engaged by the **Subcontractor**

Monthly invoices shall be submitted no later than the 10th day of the then-current calendar month. All invoices shall be delivered to **OEI** at the following address:

Oklahoma Environmental, Inc.  
717 South Hoover  
Enid, Oklahoma 73703

All invoices shall reference the **OEI** project name and number, location, **OEI** representative who authorized the work, and discounted pay terms.

3. Warranty. **Subcontractor** warrants to **OEI** that: (A) it possesses the expertise, capability, equipment and personnel to properly perform its Services required by any Addendum issued to it pursuant to this Agreement; (B) it is properly and legally licensed (if applicable) to perform such Services; and that it shall at all times in the performance of such Services comply with all applicable laws, ordinances and regulations and shall perform all services in a good, workmanlike, efficient and non-negligent manner, with that standard of care, skill and diligence normally provided by a professional person or firm in the performance of similar Services, at the same time, under similar conditions, in the same or similar locality.



4. Safety. **Subcontractor** shall comply with (i) all applicable federal, state, and local laws, ordinances, rules, and regulations (including the Occupational Safety and Health Act of 1970 and the regulations issued thereunder), and (ii) the requirements set forth in any **OEI Safety Plan**.

5. OSHA Training Certification. Occupational Safety and Health Administration (OSHA) regulations for employers engaged in work on hazardous sites (29 CFR 1910.120) require each employee to obtain specialized training prior to entry onto a site. The minimum training required is typically 40 hours with annual refreshers and must be documented by a current certificate of completion. **Subcontractor** is responsible for ensuring that employees have required training and agrees to furnish proof of training for their employees to **OEI** upon request.

6. Bonds and Insurance. **SUBCONTRACTOR SHALL NOT PERFORM ANY PORTION OF THE SERVICES UNTIL THE INSURANCE CERTIFICATES HAVE BEEN RECEIVED AND ACCEPTED BY OEI.** **Subcontractor** shall provide **OEI** with current insurance certificates evidencing all required coverage. **Subcontractor** shall have **OEI** named as an additional insured under each of these policies. Such policies of insurance shall not be subject to cancellation without the insurer first giving **OEI** 30 days advance notice thereof. All insurance shall be primary, without right of contribution by an insurance carried by **OEI**. As part of an Addendum, OEI may require Subcontractor to post a Labor and Material Payment Bond, and or a Performance Bond naming both OEI and its Client as Obligees.

**Subcontractor** shall purchase and maintain insurance in effect for the same period of time during which **OEI** is required to maintain insurance under the Prime Contract, or for two years following the termination of this Agreement or completion of the Services, whichever period shall be longer, the following minimum insurance: (i) Comprehensive General Liability Insurance, with limits of liability of not less than \$1,000,000 (Personal Injury) and \$1,000,000 (Property Damage) for each occurrence, and \$2,000,000 in the aggregate, to include blanket contractual, completed operations, and broadform property damage and personal injury coverage, (ii) Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage Combined), with limits of liability of not less than \$1,000,000 each occurrence, to cover all owned and non-owned vehicles; (iii) Workers Compensation Insurance in accordance with all applicable federal and state laws; (iv) Employer's Liability Insurance, with limits of liability of not less than \$1,000,000; and (v) Excess Liability Insurance (Umbrella form) with limits of liability of not less than \$1,000,000.

*If subcontract is for engineering design services:* (vi) Professional Liability on a claims-made basis of not less than \$1,000,000.

7. Indemnification and Hold Harmless. **SUBCONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OEI, ITS AFFILIATES AND SUBSIDIARIES, CONSULTANTS, OFFICERS, DIRECTORS AND EMPLOYEES AND THEIR SUCCESSORS, HEIRS AND REPRESENTATIVES FROM ANY RESPONSIBILITY OR LIABILITY IN ANY WAY FOR CLAIMS; LOSSES; SUITS; ACTIONS; LEGAL OR ADMINISTRATIVE PROCEEDINGS; DEMANDS OR OTHER LETTERS FROM A FEDERAL, STATE, LOCAL GOVERNMENT, OR OTHER PERSON, IDENTIFYING OEI AS A POTENTIALLY RESPONSIBLE PARTY; DAMAGES; FINES; PUNITIVE DAMAGES; COSTS; LIABILITIES; INTEREST; ATTORNEYS' FEES AND OTHER LEGAL EXPENSES AND COSTS; OR OTHER EXPENSES ARISING OUT OF THE DEATH OF, ACTUAL OR THREATENED INJURIES OR DAMAGES TO ANY PERSON, PROPERTY AND NATURAL RESOURCES, INCLUDING AGGRAVATION OF EXISTING CONDITIONS AND LOSS OF USE, ARISING OUT OF, INCIDENT TO, OR IN CONNECTION WITH THIS AGREEMENT CAUSED BY THE NEGLIGENT ACT, WILLFUL MISCONDUCT, ERRORS OR OMISSIONS OF THE SUBCONTRACTOR OR ANY OF ITS SUBCONTRACTORS, AGENTS, SUPPLIERS, MANUFACTURERS IN THE PERFORMANCE OF SERVICES HEREUNDER.**

8. Supervision and Inspection. **Subcontractor** shall perform all Services covered by this Agreement as an independent contractor, maintaining full and complete control over **Subcontractor's** employees and all of its sub-contractors. **OEI** assumes no duties with respect to any aspect of performance of the Services by **Subcontractor**, and does not retain any right to control **Subcontractor's** performance. **Subcontractor** shall not at any time hold itself out as an employee or agent of **OEI**, and shall not at any time enter into any contract with any person or entity that shall purport to bind **OEI**, and any such contract entered into by **Subcontractor** shall be void.

9. Quality. **Subcontractor** is responsible to **OEI** for the quality of the results and Services performed or rendered hereunder, and that such results and Services meet with the approval of **OEI** or its designated representatives. Quality Assurance provisions required by **OEI's** contract with its Client will flow through to the **Subcontractor**; these provisions may include, but are not limited to, requirements such as traceability of weights, measures, and analytical services to the National Bureau of Standards, calibration of instruments and standardization of equipment. **OEI** reserves the right to make appropriate inspections to ensure that such provisions for quality assurance are met. **OEI's** failure to make such inspections or any other inspections or tests or discover defective or deficient workmanship or data shall not relieve **Subcontractor** from any responsibility under this Agreement. Payment of any funds by **OEI** shall



not constitute a waiver or acceptance of defective or deficient workmanship or data and shall not relieve **Subcontractor** from any responsibility under this Agreement, including but not limited to lien waivers, OSHA training, bonds, insurance and permits. At **OEI's** request, **Subcontractor** shall promptly correct, at **Subcontractor's** sole expense, any portion of the Services that fails **OEI's** reasonable discretion to meet the requirements set forth in this Agreement. If **OEI** determines that **Subcontractor** is unable to perform any portion of the Service in compliance with this Agreement, **OEI** may retain another **Subcontractor** to correct or perform the Services in question and adjust the Compensation accordingly.

10. Confidentiality and Non-Solicitation. Except as otherwise provided for in **OEI's** contract with its Client, **OEI** may disclose confidential or proprietary information of **OEI** or Client and **Subcontractor** agrees not to disclose any such information to any person unless requested in writing by **OEI** to do so, and further agrees to bind its employees, officers, agents and subcontractors to this same obligation. **Subcontractor** also agrees not to market their services to **OEI** clients or clients to which they have knowledge of **OEI's** marketing efforts, and further agrees to bind its employees, officers, agents and subcontractors to this same obligation.

11. Records. *If subcontract is for work at an NPL or other hazardous waste site:* The Parties agree that all records, drawings, studies, surveys, maps, plans and specifications, test results, and field notes in the possession of each shall be retained by each and made available to the other, on reasonable written request, for a period of seven years following the completion or termination of Services.

12. Permits. **Subcontractor** shall obtain all permits and licenses and pay all fees and charges therefore necessary for the performance of **Subcontractor's** Services under this Agreement.

13. Non-Discrimination in Employment. **Subcontractor** agrees and hereby certifies that in providing any Services hereunder, it shall adhere fully to all applicable local, state and federal legal requirements pertaining to equal employment opportunity, including Executive Orders 11141 (Non-Discrimination Based on Age) and 11246 (41 CFR 60-1, EEO for Women and Minorities); 41 CFR 60-250 (Affirmative Action Obligations for Disabled and Vietnam Era Veterans); 41 CFR 60-741 (Affirmative Action Obligations for Handicapped Workers); regulations regarding utilization of Small Business Concerns and Small Disadvantaged Business Concerns; regulations regarding utilization of Labor Surplus Area Concerns; and regulations regarding Minority and/or Women-Owned Business Concerns.

14. Social Security and Wage Tax Liability. **Subcontractor** accepts full and exclusive liability for the payment of all contributions or taxes for unemployment insurance and old age retirement and other benefits, pensions or annuities, and wage or income taxes, now or hereafter imposed by the United States, and any state or political subdivision thereof, however the same be measured with respect to all persons at any time employed by, or on the payroll of, the **Subcontractor** performing any Services directly or indirectly under this Agreement. If **OEI** is required by law to pay any contribution, tax or penalty because of **Subcontractor's** failure to furnish the aforesaid information, **Subcontractor** shall reimburse **OEI** for the entire amount paid within 30 days of notification.

15. Changes. **OEI** reserves the right at any time to make changes in the scope of or specifications for any Services hereunder. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and this Agreement shall be modified in writing accordingly. No changes in quality, quantity, or nature of Services to be provided hereunder shall be made except by agreement signed by authorized **OEI** representatives.

16. Force Majeure. **Subcontractor** shall not be considered in default because of any delays in the completion of Services due to causes beyond the control and without the fault or negligence of **Subcontractor**, including, but not limited to, an act of God or of a public enemy, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, or delay of suppliers due to such delay. **Subcontractor** shall notify **OEI** in writing of the causes of delay and its probable extent within five days of the occurrence-giving rise to the claim. Such notification shall not be the basis for a claim for additional compensation.

17. Assignments and Subcontracts. **Subcontractor's** rights and obligations hereunder are deemed to be personal and may not be assigned without the prior written consent of **OEI** and any attempt at assignment without such consent shall be void. **Subcontractor** shall not subcontract for any part of the Services without the prior written consent of **OEI**. **Subcontractor** shall cause any subcontractors consented to by **OEI** to comply with all provisions of this Agreement relating to **Subcontractor**.

18. Termination. This Agreement shall terminate automatically upon termination of the Agreement between **OEI** and its Client or, **Subcontractor** or Summit may terminate it at any time upon five (5) days written notice. In the event of such termination, **Subcontractor** shall, upon request, transmit promptly to **OEI** all samples, tests, calculation, notes and results relating to the Project and **Subcontractor's** Services hereunder. **Subcontractor** will be paid in accordance with the terms of this Agreement for all Services properly completed through the date of termination. **OEI** shall not be obligated hereunder nor otherwise liable to pay **Subcontractor** any other costs, losses, damages or expenses arising out of or related to such termination. Upon termination of this Agreement, **Subcontractor** shall take all steps as are necessary to ensure that any of the Services then in progress shall not pose a threat to the health and safety of the public or property.

19. Notices. Any notices required or permitted to be sent may be delivered personally, by telefacsimile, by telegram, or certified mail, return receipt requested, to the signatories of this Agreement at the addresses as the parties may designate.

20. Survival of Obligations. All payment obligations of the Parties and the agreements contained in Articles 7, 8, 11 and 12 shall survive termination of this Agreement or the Services required by any Addendum issued pursuant to this Agreement.

21. Applicable Law. This Agreement is subject to and is to be construed according to the laws and provisions of the State of Oklahoma; the parties voluntarily submit to personal jurisdiction in the federal and state courts located in the State of Oklahoma. In any suit arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

22. Complete Agreement. This contract and Addenda hereto constitute the complete and integrated agreement between the Parties. It may be changed only by an amendment in writing signed by the Parties hereto.

23. Reference. Headings and italics in this Agreement are included herein for convenience of reference and shall not constitute a part of the Agreement for any other purpose.

**APPROVED BY**  
**OKLAHOMA ENVIRONMENTAL, INC.**

**APPROVED BY SUBCONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Deanna Atkinson

Print Name

\_\_\_\_\_  
President

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



ATTACHMENT A  
to Master Subcontractor Services Agreement

SCHEDULE DELAY — Subcontractor shall submit to Contractor progress schedules for the Work and shall cooperate in the preparation of progress schedules when requested. If a progress schedule is furnished by Contractor to Subcontractor, Subcontractor must be ready to perform at the times indicated in the schedule. However, Contractor makes no representation that it will be ready for Subcontractor at the times indicated in the schedule, and the schedule shall be solely for Contractor's benefit. If Contractor shall deem it necessary, Subcontractor, at his own expense and on demand of Contractor, shall provide additional work forces, overtime and additional shifts and shall expedite the furnishing of materials so as to meet the progress schedule. Subcontractor agrees to reimburse Contractor for any and all liquidated damages that may be assessed against Contractor by City of Shawnee (herein after Owner) which are adjustable to or caused in whole or in part by Subcontractor's failure to perform the Work as provided herein. In addition, Subcontractor agrees to pay Contractor such other and additional damages as Contractor may sustain by reason of any delay by Subcontractor. Payment of such damages by Subcontractor shall not release Subcontractor from its obligation to otherwise fully perform this Subcontract. Upon written request by Contractor at anytime, Subcontractor shall furnish to Contractor such evidence as Contractor may require relating to Subcontractor's ability to perform and complete this Subcontract in a timely manner.

If Subcontractor is delayed in the prosecution or completion of the Work by the act, neglect or default of Owner, Engineer or Architect, or of Contractor, or should Subcontractor be delayed waiting for materials, if required by this Subcontract to be furnished by Owner or Contractor, or by damage caused by fire or other casualty for which Subcontractor is not responsible, or in the event of a lock-out by Contractor, then the time for completion of the Work shall be extended by the number of days that Subcontractor has thus been delayed. However, no extension of time shall be made unless written notice of the delay is presented to Contractor within 48 hours of the commencement of the delay. Under no circumstances shall the time for completion of the Work be extended in an amount which will prevent Contractor from completing the Project within the time that Owner allows Contractor for such completion.

No claims for additional compensation or damages for delays, whether by Contractor or delays by other subcontractors, Owner, Engineer or Architect, will be allowed by Contractor. The sole remedy for delays of Subcontractor shall be an extension of time for completion of the Work.

However if and only if Contractor obtains compensation from Owner on account of a delay, Subcontractor shall be entitled to such portion of the additional compensation received by Contractor from Owner for the delay as is equitable under all of the circumstances. In no event shall Subcontractor be entitled to any amount in excess of that received by Contractor from Owner. Nothing herein contained shall require Contractor to make any claim against Owner for delays relating to the Work. The failure of Contractor to make or prosecute any such claim against Owner shall not entitle Subcontractor to any claim against Contractor.

Notwithstanding anything contained in this contract, Subcontractor acknowledges that the construction project is being funded through the Oklahoma Corporation Commission Indemnity Fund. Subcontractor further acknowledges that these funds are available only upon completion of the project by November \_\_\_\_\_, 2011. Subcontractor further acknowledges that if Subcontractor fails to complete such project by November \_\_\_\_\_, 2011, Contractor and Owner will sustain loss for the failure to complete the contract by such date and the damages, costs and reasonable attorneys' fees incurred by Owner and Contractor are recoverable against Subcontractor under this and other provisions of this contract.

ATTACHMENT B  
to Master Subcontractor Services Agreement

BOND REQUIREMENTS— As a part of the contract, Subcontractor agrees that, prior to the performance of any work under the contract, Subcontractor shall provide a properly executed Performance Bond, properly executed Payment Bond, and properly executed Maintenance Bond (forms attached) executed by a sufficient Surety licensed to provide bonds in the State of Oklahoma, acceptance of such bonds and Surety to be in the sole discretion of Contractor. Costs included for bonding and insurance required shall not exceed more than 5% to the total contract award amount. These costs are to be absorbed by the Subcontractor but may be included in the total bid amount but not as line items.



FOOD MART EXCAVATION PROJECT  
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Subcontractor or Company)

\_\_\_\_\_  
(Address)

a \_\_\_\_\_ hereinafter called Principal and \_\_\_\_\_  
(Corporation/Partnership) (Name of Surety Company)

\_\_\_\_\_  
(Address)

hereinafter called SURETY, are held and Contractually bound unto

\_\_\_\_\_  
Oklahoma Environmental, Inc., and City of Shawnee  
(Name of Recipient)

\_\_\_\_\_  
717 S. Hoover Enid, OK 73703  
(Recipient's Address)

hereinafter called BENEFICIARY in the penal sum of \$ \_\_\_\_\_ 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, contractually in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the BENEFICIARY dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is attached hereto and made a part hereof for the construction of:

PROJECT NAME: FOOD MART EXCAVATION PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties in 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 BENEFICIARY, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the BENEFICIARY from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the BENEFICIARY all outlay and expense which the BENEFICIARY 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 way 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 BENEFICIARY and the SUBCONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_

\_\_\_\_\_  
Attorney in Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of Contract. If SUBCONTRACTOR 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.

FOOD MART EXCAVATION PROJECT  
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Subcontractor or Company)

\_\_\_\_\_  
(Address)

a \_\_\_\_\_ hereinafter called Principal and \_\_\_\_\_  
(Corporation/Partnership) (Name of Surety Company)

\_\_\_\_\_  
(Address)

hereinafter called SURETY, are held and Contractually bound unto

\_\_\_\_\_  
Oklahoma Environmental, Inc., and City of Shawnee  
(Name of Recipient)

\_\_\_\_\_  
(Recipient's Address)

hereinafter called BENEFICIARY, in the penal sum of \$ \_\_\_\_\_ 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, contractually in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the BENEFICIARY dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

FOOD MART EXCAVATION PROJECT

NOW THEREFORE, if the Principal shall promptly make payment to all persons, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK whether by SUBCONTRACTOR or otherwise, 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 way 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 BENEFICIARY and the SUBCONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_

\_\_\_\_\_  
Attorney in Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of Contract. If SUBCONTRACTOR 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.

ADDENDUM TO ATTACHMENT B  
to Master Subcontractor Services Agreement

BOND REQUIREMENTS— As a part of the contract, Subcontractor agrees that, prior to the performance of any work under the contract, Subcontractor shall provide a properly executed Performance Bond, Payment Bond and Maintenance Bond (forms attached) executed by a sufficient Surety licensed to provide bonds in the State of Oklahoma, acceptance of such bonds and Surety to be in the sole discretion of Contractor.

Subcontractor agrees that Subcontractor shall provide a properly executed Bid security instrument as part of the Bid made payable to the BENEFICIARY in an amount of 5% of Bidder's maximum Bid price and in the form of a certified check or a Bid Bond (form attached) executed by a sufficient Surety licensed to provide bonds in the State of Oklahoma, acceptance of such bond and Surety to be in the sole discretion of Contractor. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 7 days after the Notice of Award, BENEFICIARY may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom BENEFICIARY believes to have a reasonable chance of receiving the award may be retained by BENEFICIARY until the earlier of 7 days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security of other Bidders whom BENEFICIARY believes do not have a reasonable chance of receiving the award will be returned within 7 days after the Bid opening.



FOOD MART EXCAVATION PROJECT  
BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Subcontractor or Bidder)

\_\_\_\_\_  
(Address)

a \_\_\_\_\_ hereinafter called Principal and \_\_\_\_\_  
(Corporation/Partnership) (Name of Surety Company)

\_\_\_\_\_  
(Address)

hereinafter called SURETY, are held and Contractually bound unto

\_\_\_\_\_  
Oklahoma Environmental, Inc., and City of Shawnee  
(Name of Recipient)

\_\_\_\_\_  
717 S. Hoover Enid, OK 73703  
(Recipient's Address)

hereinafter called BENEFICIARY in the penal sum of \$ \_\_\_\_\_ 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, contractually in these presents.

BID DUE DATE: October 5, 2011

PROJECT NAME: FOOD MART EXCAVATION, SHAWNEE, OK

BOND NUMBER: \_\_\_\_\_  
BOND DATE: \_\_\_\_\_

NOW, THEREFORE,

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to BENEFICIARY upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by BENEFICIARY) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. BENEFICIARY accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2.All Bids are rejected by BENEFICIARY, or

3.3.BENEFICIARY fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from BENEFICIARY, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by BENEFICIARY and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms above, do each cause this instrument to be duly executed on its behalf by its authorized officer, agent, or representative in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_

Attorney in Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE:

Above addresses are to be used for giving required notice.

Date of BOND must not be later than bid due date.

If SUBCONTRACTOR is Partnership, all partners should execute BOND.

Any singular reference to Bidder, Surety, Beneficiary or other party should be considered plural where applicable.

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.



FOOD MART EXCAVATION PROJECT  
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Subcontractor or Company)

\_\_\_\_\_  
(Address)

a \_\_\_\_\_ hereinafter called Principal and \_\_\_\_\_  
(Corporation/Partnership) (Name of Surety Company)

\_\_\_\_\_  
(Address)

hereinafter called SURETY, are held and Contractually bound unto

\_\_\_\_\_  
Oklahoma Environmental, Inc., and City of Shawnee  
(Name of Recipient)

\_\_\_\_\_  
(Recipient's Address)

hereinafter called BENEFICIARY, in the penal sum of \$\_\_\_\_\_ in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, contractually in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the BENEFICIARY dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

FOOD MART EXCAVATION PROJECT

NOW THEREFORE, if said Principal shall pay or cause to be paid to the BENEFICIARY, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said project by the BENEFICIARY, 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 PRINCIPAL has caused this instrument 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 this instrument 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 this instrument to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_

Attorney in Fact

\_\_\_\_\_  
Address

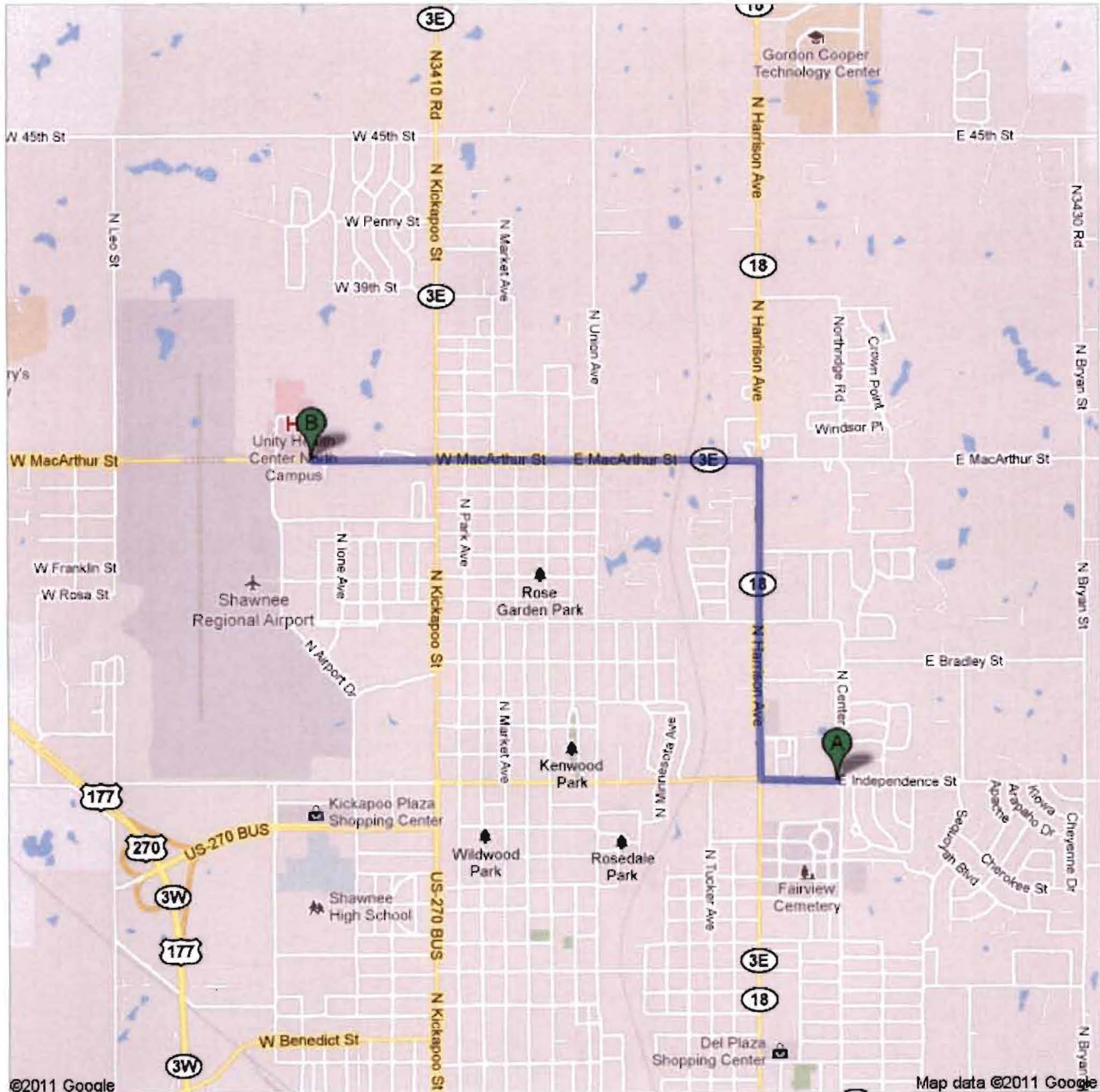
\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of Contract. If SUBCONTRACTOR 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.



**Directions to 1102 W MacArthur St, Shawnee, OK 74804**  
2.6 mi – about 6 mins



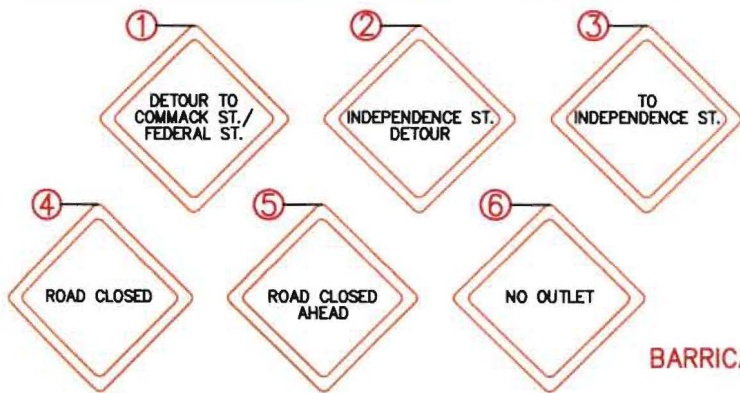
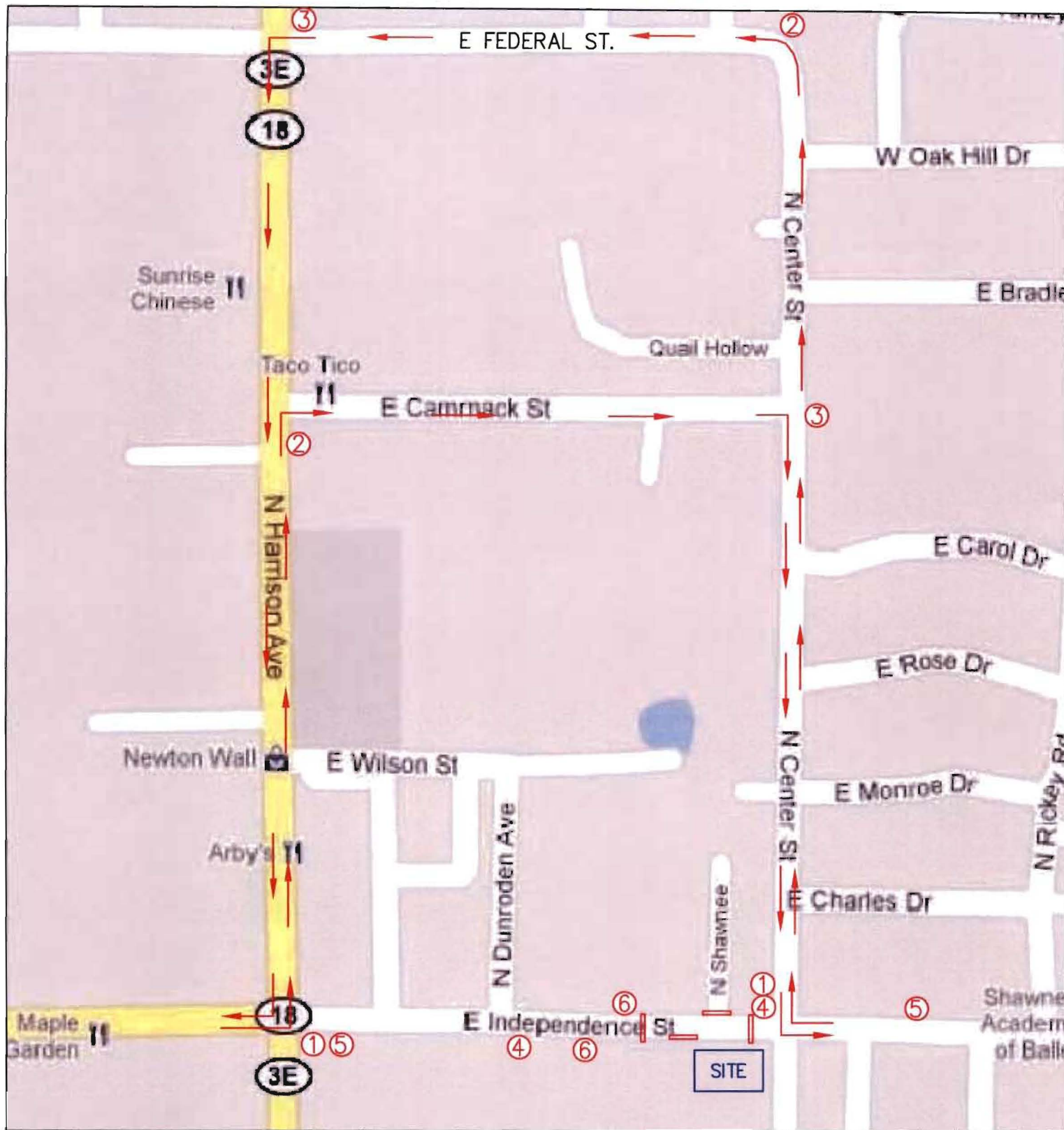
 1111 E Independence St, Shawnee, OK 748041. Head **west** on **E Independence St** toward **N Shawnee**go 0.2 mi  
total 0.2 mi 2. Turn right onto **N Harrison Ave**  
About 2 minsgo 1.0 mi  
total 1.2 mi 3. Turn left onto **E MacArthur St**  
Destination will be on the right  
About 4 minsgo 1.4 mi  
total 2.6 mi 1102 W MacArthur St, Shawnee, OK 74804

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2011 Google

Directions weren't right? Please find your route on [maps.google.com](http://maps.google.com) and click "Report a problem" at the bottom left.





(ALL LOCATIONS APPROXIMATE)

NOT TO SCALE

|                                                                                                                                                                                                                                                                        |              |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------|
| <p>Food Mart #31<br/>1111 E. Independence<br/>Shawnee, Oklahoma</p> <p>Traffic Control<br/>Plan</p> <p>OKLAHOMA<br/>ENVIRONMENTAL, INC.<br/>717 South Hoover - Blvd., Oklahoma 77031<br/>Telephone: 800.233.2443 - Fax: 800.233.2444<br/>Toll Free: 1.800.764.3368</p> | DATE:        | 10/04/11         |
|                                                                                                                                                                                                                                                                        | *.dwg        | Traf Cont 100411 |
|                                                                                                                                                                                                                                                                        | DRAWN:       | TRAMMEL          |
|                                                                                                                                                                                                                                                                        | OCC CASE:    | 064-3381         |
|                                                                                                                                                                                                                                                                        | FACILITY ID: | 63-00071         |
|                                                                                                                                                                                                                                                                        | PROJECT:     | OK.1751.C        |

Figure  
1

## TRAFFIC CONTROL PLAN

**Project: Food Mart #31 Dig & Haul Excavation**

**Site: Food Mart #31**  
**1111 E. Independence**  
**Shawnee, OK**

## TRAFFIC CONTROL

**Introduction:** This Traffic Control Plan (TCP) has been developed by Oklahoma Environmental Inc. (OEI) for use during the Excavation and Paving activities of the Dig & Haul Remediation at the above mentioned site and is intended to provide and implement methods and controls that will insure the protection of life and property while operations are being conducted in Independence Street. OEI (via subcontractors) will be excavating areas at the site mentioned above and from Independence Street. To minimize the possibility of injury or accidents the following procedures will be instituted during the entirety of the project.

Site Control: OEI Site Supervisor: This individual will have ultimate responsibility for safety during dig & haul operations. His duties will include assigning TCP locations, maintaining communications, and ensuring the implementation of the TCP. He will be responsible for coordination of activities onsite and will ensure that safety protocols are followed during all operations.

Execution: OEI will block off the area of Independence Street that is required to complete our excavation operations (with 8' barricades with lights). This will include the barricading of two driveway/parking lot entrances/exits. One entrance/exit services the Villa Chateau apartment complex, the other services the Shawnee Towers Retirement facility. Both facilities have alternate drives to be used for their regular traffic. OEI will place "No Outlet" signs at the entrances/exits to deter drivers from using the parking lots as bypasses to the work area.

For detour purposes: OEI will place signage directing motorists to use “East Cammack Street” between Harrison Avenue and Center Street as an alternative to East Independence Street between Harrison Avenue and Center Street (the portion that will be blocked during our work.

See attached map for details of signage.

Prepared by: Mike Bolz, Project Manager  
Oklahoma Environmental, Inc.

# **Oklahoma Environmental, Inc.**

717 South Hoover Street  
Enid, Oklahoma 73703  
Telephone 580-233-2663  
Telefax 580-233-8446  
[www.oei-usa.net](http://www.oei-usa.net)

## **HEALTH and SAFETY PLAN**

**for**

**FOOD MART #31**

**1111 E. Independence St.**

**Shawnee, Oklahoma**

**OCC Case # 064-3381**

**Facility # 63-00071**

**SITE SPECIFIC SAFETY AND HEALTH PLAN**

Site Name: Food Mart #31  
Site Location: 1111 E. Independence St.  
Shawnee, OK  
Job #: OK.1751.C.

Activity: Overdrilling and Plugging of Monitoring Wells, Removal of Concrete & Asphalt, Excavation of gasoline impacted soil, Backfill of excavation, compaction of backfill, Grading and paving of Independence Street with concrete, Paving of site with asphalt, striping/painting of Independence Street.

Telephone Numbers:

Fire: (405) 878-1671  
Ambulance: (405) 878-5880  
Police: (405) 273-2121  
Poison Control: 1-800-222-1222

Nearest Hospital:

**Shawnee Regional Hospital**  
1102 W Macarthur St, Shawnee, OK  
(405) 273-2270  
(See map for driving directions – 2.5 miles away)

National Response Center (US EPA) 1-800-424-8802

**Prime Contractor - OEI**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**General Contractors -**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**Additional personnel**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |



## **SITE SAFETY RECOMMENDATIONS**

**HAZARD DETERMINATION:** Moderate

Greatest potential hazards are fire, traffic, open pits/trenches, heavy equipment, noise, and chemical exposure through inhalation, skin, and eye contact.

### **LEVEL OF PROTECTION:**

Level D - Steel toe boots, hard hats, safety vests, eye protection, hearing protection, gloves, and appropriate clothing

**CONTAMINANTS:** Gasoline

### **ON-SITE MONITORING EQUIPMENT:**

|              |                        |                                                                |
|--------------|------------------------|----------------------------------------------------------------|
| PID (or FID) | Action Level: 100 ppm. | Upgrade to full-face respirator with organic vapor cartridges. |
|--------------|------------------------|----------------------------------------------------------------|

|            |                         |                                                                                                                         |
|------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------|
| LEL meter: | Action level 10% of LEL | Monitoring will be conducted from every 30 minutes to continuously, especially if trenching or excavation are required. |
|------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------|

### **EMERGENCY EQUIPMENT:**

Fire extinguisher, first aid kit, eye wash station.

## **HAZARD EVALUATION**

The potential for unknown hazards cannot be eliminated. The following are potential hazards and the corresponding procedures for hazard reduction. Personnel encountering a hazardous situation shall notify co-workers and the Site Supervisor or Project Manager (Oklahoma Environmental, Inc.) General safety guidelines are published in the OSHA General Industry (29 CFR 1910) and Construction Industry (29 CFR 1926) Standards.

## EXPECTED SITE HAZARDS:

### Chemical Hazards:

#### **Gasoline-impacted soil and/or groundwater**

PEL 300 ppm

Potential Health Effects from overexposure:

#### *Acute Effects:*

- Eyes: Slight to moderate eye irritation
- Skin: Moderately irritating; causing redness, drying of the skin
- Inhalation: Irritating to mucous membrane and respiratory tract. Can act as a simple asphyxiant. Overexposure to vapors may lead to headache, nausea, drowsiness, fatigue, pneumonitis, pulmonary edema, central nervous system depression, coma and respiratory arrest
- Ingestion: may cause stomach irritation, gastritis, headache, nausea, drowsiness, loss of consciousness, convulsions, cyanosis, pneumonitis, pulmonary edema, central nervous system depression and capillary hemorrhaging of the lung and internal organs. Aspiration hazard if vomiting occurs.

#### *Chronic Effects:*

Skin and eye irritation. May affect the respiratory and central nervous system. Recent studies indicate kidney damage and kidney cancer in rats, and liver cancer in mice.

#### First Aid Measures

- Eye contact: Flush thoroughly with water for at least 15 minutes, including under eyelids. Contact a physician immediately, preferably an ophthalmologist. Speed and thoroughness in rinsing eyes are important to avoid permanent injury.
- Skin contact: Remove contaminated clothing and shoes. Wash affected areas with soap and flush with large amounts of water for 15 to 20 minutes. Get immediate medical attention.
- Inhalation: Remove to fresh air. If breathing has stopped, apply artificial respiration. Get immediate medical attention.
- Ingestion: DO NOT induce vomiting. If spontaneous vomiting occurs, hold the victim's head lower than hips to prevent aspiration.

#### Exposure Control - Personal Protection

- Eye Protection: Remove contact lenses and wear chemical safety glasses or goggles where contact with liquid or mist may occur.
- Skin Protection: Wear impervious gloves when contact with skin may occur. Launder contaminated clothing prior to reuse. Wash with soap and water before eating, drinking or smoking.

|              |                                                                                                                                                                                                            |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Inhalation:  | Use approved respiratory protective equipment for cleaning large spills or entry into tanks vessels & confined spaces.                                                                                     |
| Ventilation: | Provide adequate ventilation: a) to meet occupational exposure limits, b) to prevent the formation of explosive atmospheres and c) to prevent oxygen deficient atmospheres, especially in confined spaces. |

## **Mechanical - Drilling, trenching, and vehicles**

Prior to drilling or excavating, adequate site cleaning and leveling should be performed to accommodate the heavy equipment and supplies. Care should be taken to provide a safe working area. Drilling or excavation should not commence when tree limbs, unstable or icy ground or site obstructions cause unsafe conditions.

### Drilling:

Utility locators must visit the site prior to drilling. If a sign warning of buried utilities is present, do not assume the sign is located above or near the utilities. Be aware of and always suspect the existence of unmarked utilities such as water and sewer, sprinkler systems, electrical lines for site lighting, or petroleum lines. Do not touch the rig while drilling if not necessary. Avoid potential electric shock from buried lines.

When raising the mast, look up to check for overhead obstructions. All personnel should be cleared from the sides and rear of the mast. The mast of the drill rig must maintain a minimum clearance of ten feet from any overhead electrical cables. All drilling operations will cease immediately during any hazardous weather conditions.

During the drilling operation, two persons (one designated as "driller" and the other as "helper") must be present at all times. The helper (whether Summit personnel or subcontractors) should be aware of the emergency shut-off switch. Every attempt must be made to keep unauthorized personnel from entering the work area. IF this is not possible, the operation should be shut down until the area is cleared. The Site Supervisor has the authority and responsibility to shut down drilling operations whenever a hazardous situation is deemed present. Notify the office of these conditions and work stoppage.

Keep hands from beneath heavy equipment such as drilling tools. Keep clear of rotating equipment. Never reach behind or around a rotating drill string for any reason. Avoid loose clothing which can become caught in equipment. Use a long handle shovel to remove drill cuttings from around the drill string.

### Trenching:

#### *Pre-excavation:*

- Obtain alignment sheets and/or proper drawings to adequately locate excavation location.



- Verify that the one call (811) has been made and that utilities are marked and depth verified before the commencement of digging activities.
- Verify the installation of high visibility markings of all underground crossings and structures.
- Conduct a walk around inspection of equipment *checking all fluids* and noting any items needing maintenance and repair. Ensure all critical repairs are performed before operation.
- Wear appropriate personal protective equipment (PPE) as required by the task being performed and as required per OSHA regulations.
- Ensure a spotter is used if there are overhead power lines, underground utilities or tight working conditions in the work area.
- Verify the competent person is on site.
- Ensure that the public will be protected from all open excavations.

#### *Excavation:*

- Follow the policies and procedures of the governing agency when crossing foreign utilities.
- Ensure a spotter is used if there are overhead power lines, underground utilities, or tight working conditions in the work area.
- Maintain a 2-foot lateral open area from excavation for all material, equipment, and spoil.
- Assure that proper sloping, benching, or shoring techniques are utilized in excavations of five feet or greater in depth.
- Check for and remove any accumulation of water in the excavation.
- If the excavation is 4 feet or greater in depth, ensure means of proper egress within a maximum lateral travel distance of 25 feet.
- Ensure adequate ground cover of other utilities and crossings.
- Protective systems for excavations of 20 feet or greater in depth must be designed by a registered professional engineer.
- Ensure that the competent person inspects and documents the excavation checklist at the beginning of each day, each shift change, and after every change of weather (rain storm).
- Ensure the following Best Practices are being followed if the excavation is occupied:
  - No employee shall enter any excavation until it has been determined by a competent person that the excavation has been dug in accordance with OSHA, State, and Local Standards.
  - Employees who work in and around excavations and trenches have been made aware of the hazards and correct work procedures associated with this type of work.

#### *Post-Excavation:*

- Check and comply with company specifications for backfilling.
- Ensure the protection and support of existing utilities and structures.
- Ensure prior to backfilling the removal of equipment, materials, or other debris generated in the process of work activities.

Hard hats must be worn by all personnel whenever construction type activity is taking place (i.e., drilling, excavation, trenching).

#### Traffic Hazards:

When performing tasks in the immediate vicinity of areas of traffic flow, and unauthorized personnel, a security barricade must be put in place to provide a safeguard. Reflective vests and tape should be utilized to protect the work area and the workers.

#### **Irritants - Noise and dust**

Control of noise hazards will be in accordance with 29 CFR 1910.95. Hearing protection will be worn in noise hazard areas (where normal conversation cannot be heard at a distance of 2 feet or where noise pulses over 140 decibels occur). Hearing protection must be worn. The use of respiratory mask might be necessary if wind blown dust becomes severe.

#### Fire Hazards:

During equipment operation, periodic vapor concentration measurements should be taken with an explosimeter or combustimeter. If at any time the vapor concentrations exceed 10% of LEL, then the Site Supervisor or designated field worker should immediately shut down all operations.

Only approved safety cans will be used to transport and store flammable liquids.

All gasoline and diesel-driven engines requiring refueling must be shut down and allowed to cool before filling.

Smoking is not allowed during any operations within the work area in which petroleum products or solvents in free-floating, dissolved, or vapor forms, or other flammable liquids may be present.

No open flame or spark is allowed in any area containing petroleum products, or other flammable liquids.

#### Cold Stress:

When workers experience cold temperatures, the two primary injuries of concern are frostbite and hypothermia.

Symptoms of Cold Stress:

Shivering, numbness, pale and cold skin, disorientation, and weakness.

Prevention:

Cover hands and head.

- S Arrange temporary wind blocks on windy days.
- S Encourage workers to dress in layers and change wet clothes immediately.
- S Provide personnel with hot drinks during breaks to replace lost body heat when ambient temperature drops below 40 degrees F.
- S Breaks should be taken in a warm area.
- S Use the buddy system to allow workers to observe each other for early signs of cold stress; react safely.

**Heat Stress:**

Symptoms of Heat Stress

Heat rash

- red rash on the skin

Heat cramps

- muscle spasms
- pain in the hands, feet and abdomen

Heat exhaustion

- pale, cool, moist skin
- heavy sweating
- dizziness, nausea, fainting

Heat stroke (life threatening)

- red, hot, usually dry skin
- little sweat
- nausea
- dizziness and confusion
- strong, rapid pulse
- coma

Prevention:

Allow for rest periods in cool place, push fluids during work day.

Treatment:

Cool the person, have worker rest and push fluids, remove Tyvek and cool person with water.

If symptoms do not improve, seek medical attention immediately.

## Heat Stress Monitoring:

Heart rates should be monitored by taking a 30 second wrist pulse at the beginning of the rest period. If the heart rate exceeds 110 beats per minute (55 beats in 30 seconds), shorten the next work cycle by one-third. Continue this procedure if heart rate is not reduced at next rest break.

Alternatively, log body temperature with an oral thermometer and disposable covers for three minutes under the tongue. Temperatures should be taken at the beginning of the rest period before consuming any beverages. If the oral temperature exceeds 99.6 degrees F, shorten the work cycle one-third. If the oral temperature still exceeds 99.6 degrees F at the beginning of the next rest cycle, extend the rest cycle until the worker's temperature returns to 99.6 degrees F or below. Remove impermeable garments if the oral temperature exceeds 100.6 degrees F.

## Heat Stress Prevention:

- S Provide rest periods.
- S Don't rely on thirst - push fluids; water, juice, or Gatorade are excellent choices.
- S Monitor workers heart rate and oral temperature, adjust length of work periods accordingly.

Wear loose fitting cotton underwear and/or clothing to absorb moisture and protect the skin from direct contact with heat-absorbing protective clothing.

## **MONITORING REQUIREMENTS**

Chemicals in soil and groundwater: Gasoline (BTEX)

### Action Levels/Levels of Personal Protective Equipment (PPE)

| <u>Instrument</u>         | <u>Level D</u> | <u>Level C</u> | <u>Level B</u> |
|---------------------------|----------------|----------------|----------------|
| PID (10.2 lamp) or<br>FID | <100 ppm       | 100-750 ppm    | >750 ppm       |
| O <sub>2</sub> meter      | 19.5-23%       | 19.5-23%       | <19.5%         |

Vapor concentrations must never exceed 10% of the LEL. If at any time the vapor concentration exceeds 10% of the LEL or the O<sub>2</sub> levels reach 23%, the site must be evacuated and the Fire Department notified immediately.

All monitoring equipment must be calibrated and maintained in accordance with the manufacturer's recommendations.



## **PERSONAL PROTECTIVE EQUIPMENT**

Level D is the minimum acceptable level for this site.

Modified Level D includes:

- S Coveralls/work uniform
- S Steel-toed and shank boots
- S Nitrile gloves
- S Splash goggles/safety glasses if potential for splash
- S Hard hat
- S Fluorescent vest (as appropriate)
- S Tyvek suit (optional)
- S Hearing protection (as appropriate)

Level C Includes:

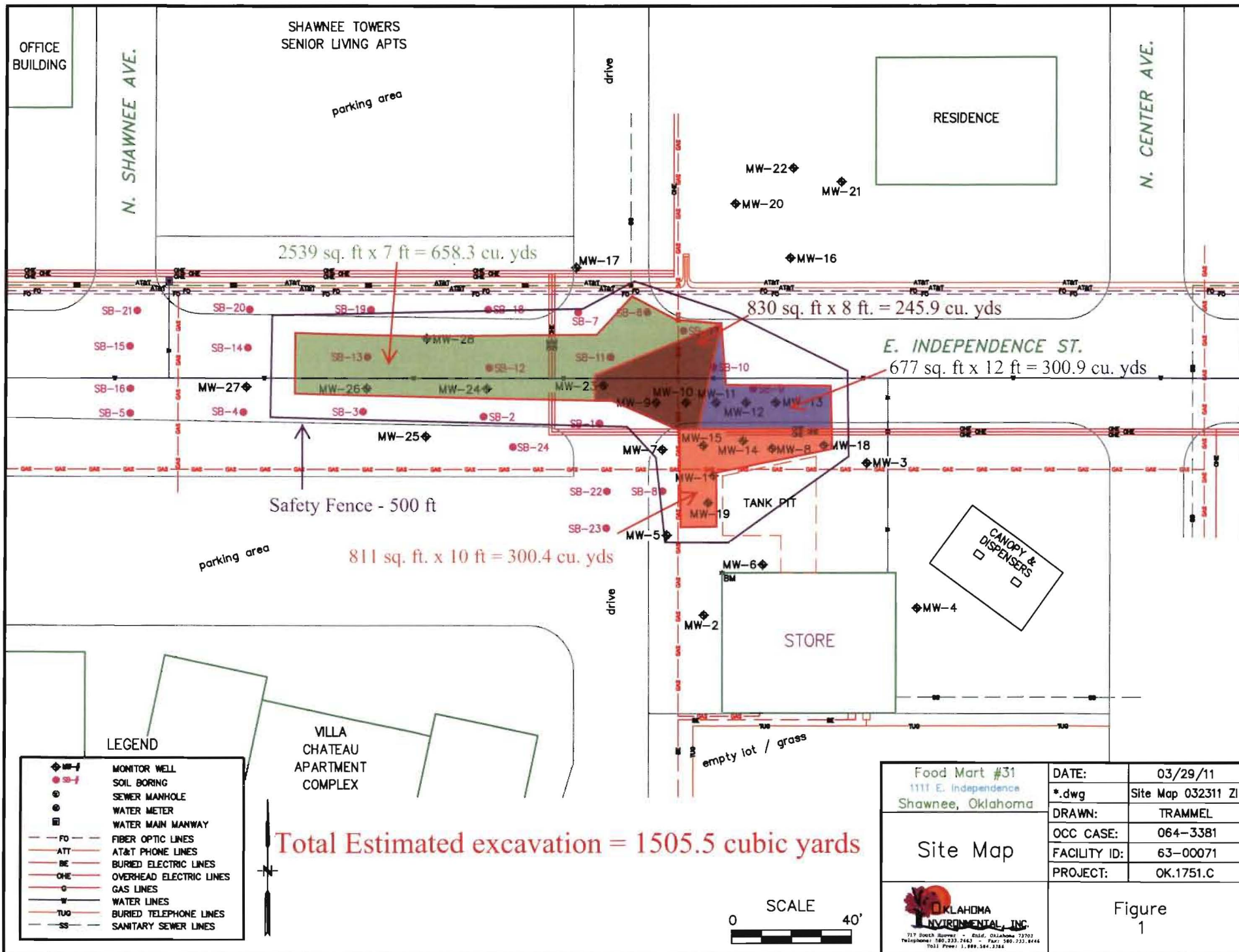
- S Full-face respirator- NIOSH-approved with organic vapor cartridges
- S Tyvek suits (if splash hazard is possible, a coated suit must be worn, such as Saranex)
- S Nitrile gloves
- S Steel-toed and shank boots
- S Hard hat
- S Fluorescent vest (as appropriate)
- S Splash goggles/safety glasses, if potential for splash
- S Hearing protection (as appropriate)

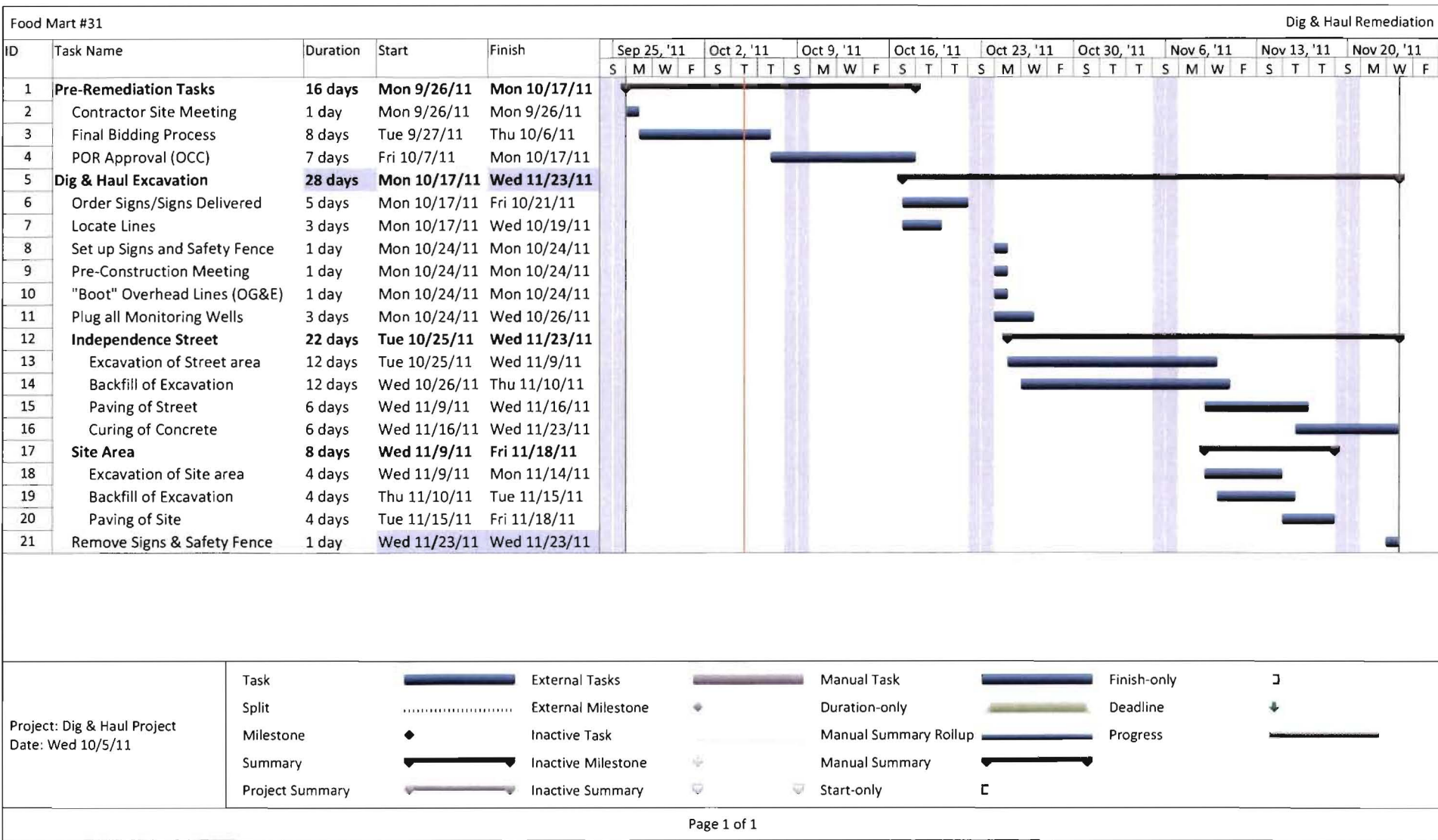
Level B Includes:

- S Air-supplied respirator
- S Tyvek suits (if splash hazard is possible, a coated suit must be worn, such as Saranex)
- S Nitrile gloves
- S Inner latex or vinyl gloves
- S Steel-toed and shank boots
- S Hard hat
- S Fluorescent vest (as appropriate)

Hearing protection (as appropriate)







**Regular Board of Commissioners**

**12.**

**Meeting Date:** 10/17/2011

Sales Tax

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Acknowledge Sales Tax report received October, 2011.

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Attachments

Sales Tax Report Oct 2011

# City of Shawnee Memorandum

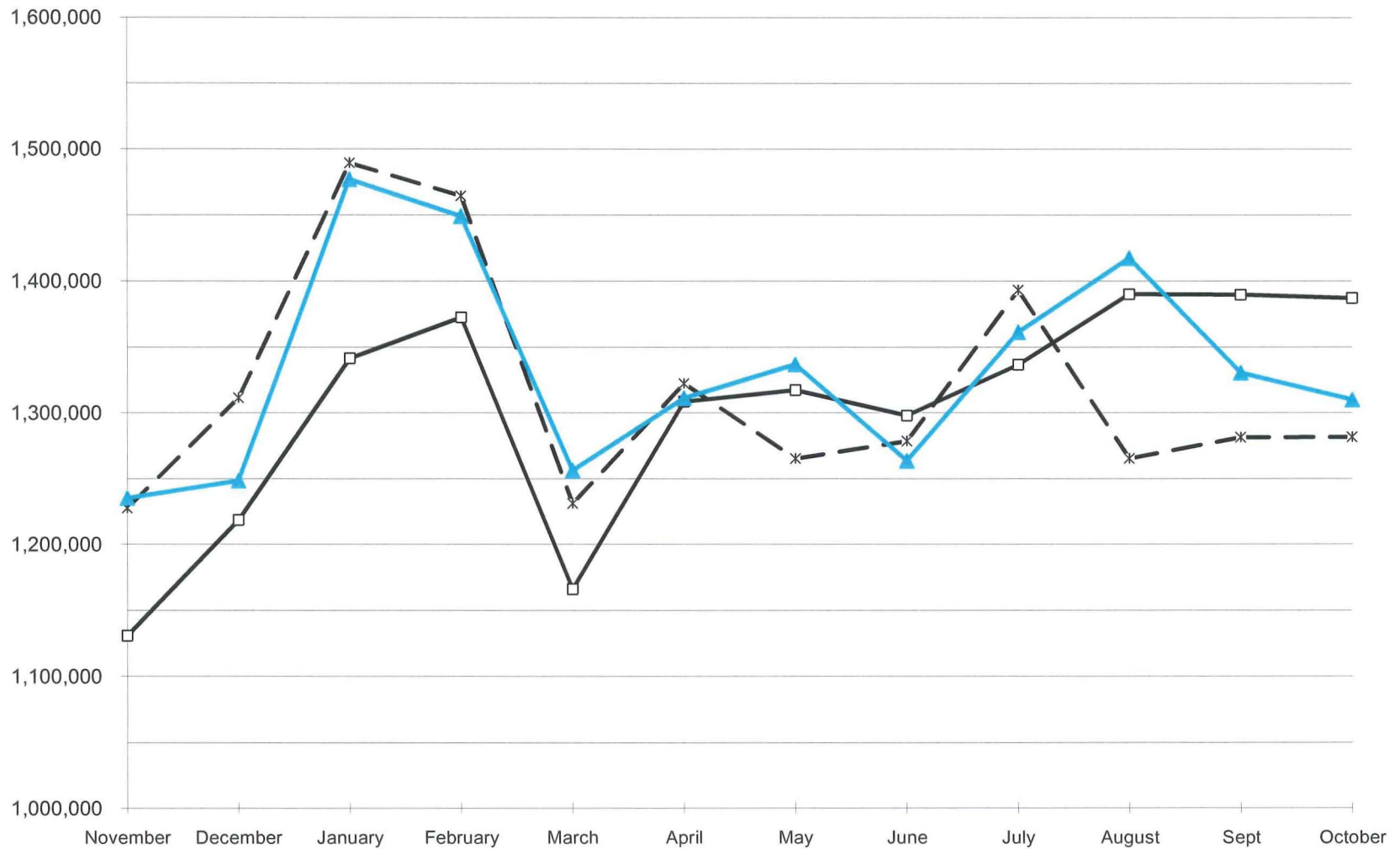
**To:** Mayor and City Commissioners  
**CC:** Brian McDougal, City Manager  
**From:** Cynthia R Sementelli, Finance Director  
**Date:** October 11, 2011  
**Re:** City Sales Tax Report



October 2011 Sales Tax receipts were down \$77,063 or 5.56% compared to last year receipts. The October sales tax amount received plus interest was \$1,309,924 which is approximately down 3.47% compared to the year to date budget amount. Compared to 2008 figures we were up by \$28,508 or 2.22%.



**CITY OF SHAWNEE  
SALES TAX COLLECTIONS  
Nov 2008 to Oct 2011**



- x— November 2008 through October 2009
- November 2009 through October 2010
- ▲— November 2010 through October 2011



|          | November 2008 | November 2009 | November 2010 | Increase (Decrease) |            |
|----------|---------------|---------------|---------------|---------------------|------------|
|          | through       | through       | through       | Over Prior Year     |            |
| Month    | October 2009  | October 2010  | October 2011  | Amount              | Percentage |
| November | 1,227,640     | 1,130,651     | 1,235,390     | 104,739             | 9.26%      |
| December | 1,311,389     | 1,218,404     | 1,248,649     | 30,244              | 2.48%      |
| January  | 1,489,243     | 1,341,370     | 1,476,824     | 135,453             | 10.10%     |
| 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%)    |
| Total    | 14,529,266    | 14,269,002    | 14,687,451    | 418,449             | 2.93%      |

| Period              | Prior Year Actual | Current Year Actual | Increase (Decrease) Over Prior Year |         |
|---------------------|-------------------|---------------------|-------------------------------------|---------|
| Fiscal Year to Date | 5,503,373         | 5,418,926           | (84,447)                            | (1.53%) |

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 | 5,613,440           | 5,418,926           | (\$194,515)                             | (3.47%) |

**Regular Board of Commissioners**

**13.**

**Meeting Date:** 10/17/2011

Workers Comp

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

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Information

Title of Item for Agenda

Consideration and action on Staff recommendation to update City's Workers Compensation leave policy (non-Union employees only).

---

Attachments

Workers Comp



# *City of Shawnee*

## *Human Resources Department*

### memo

To: Mayor, City Commissioners, Brian McDougal, City Manager

From: Tamera Johnson, HR Director

CC:

Date: October 14, 2011

RE: Change to Workman's Comp policy

---

On March 1, 2004, the commission voted to pay non-union employees for the first three days of a workman's comp injury during the 3-day waiting period. Recent law changes have amended this to a 7-day waiting period. It is my recommendation that we pay the injured non-union employee full pay for the first week (5 working days) of a workman's comp injury, after which time (TTD) Temporary Total Disability) will begin, which is 70% of his or her average weekly wages, but not in excess of the state's average weekly wage until the employee is released to work or reaches MMI (Maximum Medical Improvement).

**Regular Board of Commissioners**

**14. a.**

**Meeting Date:** 10/17/2011

Valve Insertion Equip

Submitted By: Donna Mayo, Administration

Department: Administration

---

Information

Title of Item for Agenda

Tapping Machine, Valve Insertion Equipment (Open)

---

Attachments

Notice to Bidders

Bidder List

## NOTICE TO BIDDERS

Sealed bids will be received by the Shawnee Municipal Authority, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma 74802-1448, until 4:00 p.m. Monday, October 17th, 2011 for:

### **EQUIPMENT BID: TAPPING MACHINE, VALVE INSERTION EQUIPMENT**

Instructions and bid documents are available to qualified bidders at the office of the Utility Director, 111 S. Kickapoo, P.O. Box 1448, Shawnee, Oklahoma 74802-1448.

A BID FORM will be issued by the Shawnee Municipal Authority. 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:

### **EQUIPMENT BID: TAPPING MACHINE, VALVE INSERTION EQUIPMENT OCTOBER 17TH, 2011**

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 at 16W. 9<sup>th</sup> Street, Shawnee, Oklahoma, at 6:30 p.m. Monday, **October 17th, 2011.**

The Shawnee Municipal Authority reserves the right to reject any or all bids.



(SEAL)  
ATTEST:

Donna Mayo, Deputy for  
Phyllis Loftis, Authority Secretary

SHAWNEE MUNICIPAL AUTHORITY  
CITY OF SHAWNEE, BENEFICIARY  
A MUNICIPAL CORPORATION

By: Brian E. McDuffal, General Manager

## BIDDER LIST

### VALVE INSERTION TOOL

**Bid News Construction Reports**

5727 S. Garnett Rd, Suite H  
Tulsa, Ok 74146  
Office 405-415-2530 Fax 405-415-2534

**Southwest Construction News Service**

2811 NW 36<sup>th</sup> Street  
Oklahoma City, OK 73112  
Phone: 405-948-7474  
Fax: 405-948-8455

**Reed Construction Data**

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

**Municipal Pipe Services**

1615 West J Street  
Hastings, NE 68901-7783  
Email: [info@municipalpipeservices.com](mailto:info@municipalpipeservices.com)  
Phone- 800-395-7473

**Hydra-Stop**

11700 S. Cicero Avenue  
Alsip, IL 60803  
Phone: 708-389-5111  
Fax: 708-389-5125

**Romac Industries Inc.**

3001 Northern Cross Blvd  
Suite 321  
Fort Worth, TX 76137

**HD Supply**

8401 Southwest 15<sup>th</sup>  
Oklahoma City, OK  
405-495-0699 phone  
405-495-2016 fax



**Regular Board of Commissioners**

**14. b.**

**Meeting Date:** 10/17/2011

Sludge Truck

Submitted By: Donna Mayo, Administration

Department: Administration

---

Information

Title of Item for Agenda

Biosolids Land Application Apparatus (Open)

---

Attachments

Notice to Bidders

Bidders List

## NOTICE TO BIDDERS

Sealed bids will be received by the Shawnee Municipal Authority, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma 74802-1448, until 4:00 p.m. Monday, October 17th, 2011 for:

### **EQUIPMENT BID: BIOSOLIDS LAND APPLICATION APPARATUS**

Instructions and bid documents are available to qualified bidders at the office of the Utility Director, 111 S. Kickapoo, P.O. Box 1448, Shawnee, Oklahoma 74802-1448.

A BID FORM will be issued by the Shawnee Municipal Authority. 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:

### **EQUIPMENT BID: BIOSOLIDS LAND APPLICATION APPARATUS OCTOBER 17TH, 2011**

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 at 16W. 9<sup>th</sup> Street, Shawnee, Oklahoma, at 6:30 p.m. Monday, **October 17th, 2011.**

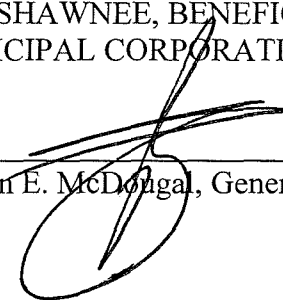
The Shawnee Municipal Authority reserves the right to reject any or all bids.



(SEAL)  
ATTEST:

*Donna Mayo Deputy FOR*  
Phyllis Loftis, Authority Secretary

SHAWNEE MUNICIPAL AUTHORITY  
CITY OF SHAWNEE, BENEFICIARY  
A MUNICIPAL CORPORATION

By:   
Brian E. McDougal, General Manager



# BIDDER LIST

## Biosolids Land Application Apparatus

### **Bid News Construction Reports**

5727 S. Garnett Rd, Suite H  
Tulsa, Ok 74146  
Phone: 405-415-2530  
Fax: 405-415-2534

### **Vacuum Sales Inc**

51 Stone Road  
Lindenwold, NJ 08021  
[www.vacuumsalesinc.com](http://www.vacuumsalesinc.com)  
Phone: (856) 627-7790

### **Southwest Construction News Service**

2811 NW 36<sup>th</sup> Street  
Oklahoma City, OK 73112  
Phone: 405-948-7474  
Fax: 405-948-8455

### **Gene Turney**

Super Products  
17000 West Cleveland Ave.  
New Berlin, WI. 53151  
[gturney@superproductscorp.com](mailto:gturney@superproductscorp.com)  
Phone: 414-870-0252

### **Reed Construction Data**

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

### **Stahly**

P.O. Box 1425  
Bloomington, Illinois 61702  
Phone: 1-800-678-2459  
Fax: 1-309-662-5409

### **Warren Cat**

4501 W. Reno Ave.  
Oklahoma City, OK 73127  
Phone: (405) 947-6771  
Fax: (405) 945-3415

### **Mid-State Columbus AG**

W1115 Bristol Road  
Columbus, WI 53925  
Phone: 877-677-4020  
Fax: (920) 623-4500

### **GapVax, Inc.**

575 Central Ave.  
Johnstown, Pennsylvania 15902  
[www.gapvax.com](http://www.gapvax.com)  
Phone: 888-442-7829  
Fax: 814-539-3617

**Regular Board of Commissioners**

**14. c.**

**Meeting Date:** 10/17/2011

Safe Routes to School

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Safe Routes to School Infrastructure Project COS-PW-11-02 (Open)

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Attachments

Notice to Bidders

Plan Holders List

## NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, 16 West 9<sup>th</sup> Street – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., **Monday, October 17, 2011**, for:

**BID: CONTRACT NO. COS-PW-11-02**  
**SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROJECT**

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74801. 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, October 5, 2011, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.**

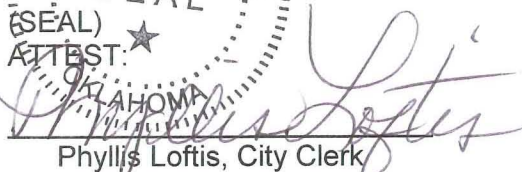
Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

**BID: CONTRACT NO. COS-PW-11-02**  
**SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROJECT**  
**OCTOBER 17, 2011**

This project shall include **construction of sidewalk and ADA handicap ramps along Union from Shawnee Middle School to Chapel Ridge Apartments.** 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, October 17, 2011.** The City of Shawnee reserves the right to reject any and all bids.

  
THE CITY OF SHAWNEE, OKLAHOMA  
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-11-02  
SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROJECT

Business Name: All Roads Paving  
Contact: Dave Barnett  
Address: 10200 NW 10th St  
Oklahoma City, OK 73127  
Telephone: 405-577-2944 or 577-2942  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-Mail: allroadspaving@coxinet.net  
Paid for & Picked Up Specs: 9/20/11

Business Name: Nash Construction  
Contact: Bobby Woodrow  
Address: 700 S. Irving  
OKC, OK 73129  
Telephone: 672-2792  
Fax: 672-1022  
Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Paid for & Picked Up Specs: \_\_\_\_\_

Business Name: Young Contracting, LLC  
Contact: \_\_\_\_\_  
Address: 10900 Hefner Pointe Dr. St. 202  
OKC, OK 73120  
Telephone: 286-5588  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Paid for & Picked Up Specs: rec'd check 9/21/11 - mailed out  
Business Name: \_\_\_\_\_

Contact: SAC Services  
Address: 3600 S. Ross Ave  
OKC, OK  
Telephone: 682-4948  
Fax: 682-0882  
Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Paid for & Picked Up Specs: rec'd check 9/21/11 - mailed

Business Name: Rudy Construction  
Contact: Phil Pratt  
Address: PO Box 14515  
OKC, OK 73113-4515  
Telephone: 478-9900  
Fax: 478-9901  
Cell: \_\_\_\_\_  
E-Mail: info@RudyConstruction.com  
Paid for & Picked Up Specs: 9/21/11

Business Name: DTH Construction  
Contact: Todd Haynie  
Address: 35603 Moccasin Tr M/4601 CLK  
Telephone: 590-1140  
Fax: 964-2066  
Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Paid for & Picked Up Specs: check



Business Name: Shell Construction Co.

Contact: \_\_\_\_\_

Address: 3316 Falcon Dr.  
OKC, OK 73127

Telephone: 495-2063

Fax: \_\_\_\_\_

Cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Paid for & Picked Up Specs: ~~000~~ rec'd check 9/26/11 - mailed plans.

Business Name: A-Tech Paving

Contact: GA

Address: 7845 N. Robinson, Suite 112  
OKC, OK 73116

Telephone: 418-4741

Fax: \_\_\_\_\_

Cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Paid for & Picked Up Specs: rec'd check 9/26/11 - mailed out plans.

Business Name: B+B Builders

Contact: Cecil

Address: 46117 Hardesty Rd

Telephone: 405 997 8106

Fax: 405 997 5924

Cell: 997 9772

E-Mail: cbb@mba.net

Paid for & Picked Up Specs: yes

Business Name: CGC LLC  
Contact: Jimmy Wright  
Address: 101 W. 5th  
Edmond, OK 73003  
Telephone: 405-285-8871  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Paid for & Picked Up Specs: 10/4/11

Business Name: Jerry Pratkan & Sons Concrete  
Contact: Jerry-550-9606 Josh-550-1407  
Address: 10190 NS 3550 Rd  
Prague, OK 74864  
Telephone: 405-567-4086  
Fax: 405-567-4785  
Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Paid for & Picked Up Specs: 10/4/11

Business Name: CP Integrated Services  
Contact: Steve Conley  
Address: 3800 Beacon Dr.  
OKC, OK 73179  
Telephone: 732-0532  
Fax: 732-0502  
Cell: 823-2147  
E-Mail: Sconley@theshop.net  
Paid for & Picked Up Specs: 10/5/11



Business Name: Parathon Construction LLC  
Contact: Richard Smith  
Address: 3700 NE 140th St  
Edmond, Ok 73013  
Telephone: 202-0643  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Paid for & Picked Up Specs: 10/5/11

Business Name: Wade Construction, Inc.  
Contact: Rick  
Address: 100031 S. Hwy 177  
Muker, Ok 74855  
Telephone: 517-7693  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Paid for & Picked Up Specs: 10/5/11

Business Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Paid for & Picked Up Specs: \_\_\_\_\_

**Regular Board of Commissioners**

**14. d.**

**Meeting Date:** 10/17/2011

Mowing

Submitted By: Donna Mayo, Administration

Department: Administration

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Information

Title of Item for Agenda

Cutting and Mowing of Rank Weeds, and the Clean-Up of Trash and/or Debris (Open)

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Attachments

Notice to Bidders

Bidders List

## NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, 16 W 9<sup>th</sup>, P.O. Box 1448, Shawnee, Oklahoma, 74802-1448, up to 4:00 p.m., Monday, October 17, 2011:

**CUTTING AND MOWING OF RANK WEEDS, AND THE CLEAN-UP OF TRASH AND/OR DEBRIS  
TWELVE MONTH BID WITH OPTION TO EXTEND ONE YEAR  
CONTRACT ENDS 10/30/2012**

Instructions and bid documents are available to qualified bidders at the office of the Action Center, 222 North Broadway, Shawnee, Oklahoma. Bids must be submitted on City's bid documents.

A bid proposal form will be issued by the City of Shawnee. 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: CUTTING & MOWING OF RANK WEEDS, AND THE CLEAN-UP OF TRASH AND/OR DEBRIS  
TWELVE MONTH BID WITH OPTION TO EXTEND ONE YEAR  
CONTRACT ENDS 10/30/2012  
BID OPENING DATE: October 17, 2011**

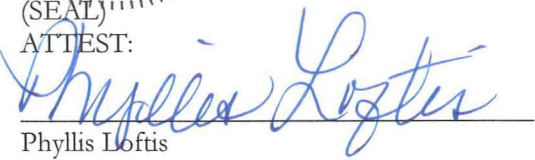
The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee, together with a sworn anticollusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out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

The bids filed with the City Clerk will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, Shawnee, Oklahoma, at 6:30 p.m., Monday, October 17, 2011.

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

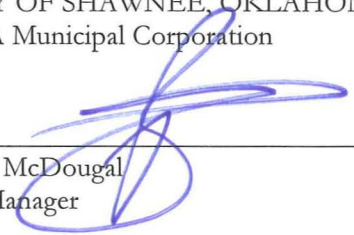


(SEAL)  
ATTEST:

  
Phyllis Loftis  
City Clerk

THE CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation

By: \_\_\_\_\_

  
Brian McDougal  
City Manager

**BIDDER'S LIST**  
**CUTTING & MOWING OF RANK WEEDS, AND THE CLEAN-UP OF TRASH AND/OR DEBRIS**  
**TWELVE (12) MONTH BID**  
**FISCAL YEAR 2011-2012**  
**BID OPENING DATE: OCTOBER 17, 2011**

G & G Mowing  
37402 Garretts Lake Rd  
Shawnee, Ok 74804  
Chris Griggs  
(405)9644049 Cell 203-3588

Leon Hasbell  
Payless Tree Service  
409 S Leo  
Shawnee, Ok 74801  
(405)275-1812

Carl McCollum  
Po Box 1334  
Shawnee, Ok 74802  
(405) 788-9577

Phillip Palomares  
29214 Clear Pond  
McLoud, Ok 74851  
(405) 650-6841

Bucks Lawn  
405 N Tucker  
Shawnee, Ok 74801  
(405) 788-7785