

AGENDA
BOARD OF CITY COMMISSIONERS
October 3, 2011 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

REV. MIKE TAYLOR
NEW BEGINNINGS CHURCH

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item Number 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 10-721 for \$60,000. (OMAG will reimburse City in the amount of \$10,000 total)
 - k. Budget amendment to cover Workers Comp Settlement.
3. Citizens Participation
- (A three minute limit per person)
(A twelve minute limit per topic)
4. Mayor's Proclamation:
"Fire Prevention Week"
October 10-14, 2011
5. City Manager's presentation of Employee of the Month to Christina Oldham, Police Department Dispatcher.
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.
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).
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}
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.
10. Consider Bids:
- a. Tapping Machine, Valve Insertion Equipment (Open)
 - b. Refurbish Screw Pumps Contract No., COS-SMA-12-01(Award)
 - c. Lake Road Bridge Rehabilitation Project Contract No. COS-PW-11-03 (Award) Deferred from 9-19-11 meeting
 - 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 9-19-11 meeting
11. New Business
- (Any matter not known about or which
could not have been reasonably foreseen
prior to the posting of the agenda)

12. Administrative Reports
13. Commissioners Comments
14. 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: 10/03/2011

Bid Documents Opening

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item Number 10.

Regular Board of Commissioners

2. b.

Meeting Date: 10/03/2011

Regular Meeting Minutes 9-19-11 and special call minutes 9-26-11

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the September 19, 2011 regular meeting and September 26, 2011 special call meeting for work session

Attachments

Minutes Regular Meeting 9-19-11

Minutes Special Call Meeting 9-26-11

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

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, 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

Pam Stephens

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: Frank Sims

INVOCATION

Fire Chief Jimmy Gibson

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Agenda.

A motion was made by Commissioner Harrod, seconded by Commissioner Winterringer, to approve the Agenda. Motion carried 6-0.

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

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 6, 2011 regular meeting and the September 6, 2011 special call public hearing meeting.
- c. Acknowledge the following minutes and reports:
 - Shawnee Urban Renewal Authority minutes from July 6, 2011
 - License Payment Report August 1-31, 2011
 - Project Payment Report August 1-31, 2011
- d. Authorize staff to advertise for bids on mowing of rank weeds and grass and debris removal.
- e. Authorize staff to apply for sub-grant for Emergency Management Performance Grant Funds from the Oklahoma Department of Emergency Management.
- f. Acknowledge official “Trick or Treat” night for Halloween to be on Monday, October 31 from 5:00 p.m. to 8:00 p.m.

A motion was made by Commissioner Harrod, seconded by Vice Mayor Collier, to approve the Consent Agenda Items a-f. Motion carried 6-0.

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

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:
“Constitution Week”
September 17-23, 2011

Pattie Hillhouse accepted the Mayor's Proclamation for "Constitution Week" presented by Commissioner Steve Smith.

AGENDA ITEM NO. 5:

Presentation by Peggy Johnson, coordinator for the Continuum of Care Sub-Region on the official homeless count that was taken in August 2011.

Ms. Johnson reported that locally Shawnee has 104 homeless citizens. Of that number 81 are considered "sheltered" homeless and 23 are considered to be street homeless. Comparatively, in January of 2011, Shawnee had 127 total homeless (street and sheltered) and in August of 2010, Shawnee had 75 total homeless.

Ms. Johnson stated that these figures are used by Housing and Urban Development to determine the amount of funds this area receives.

AGENDA ITEM NO. 6:

Consider annexation request by North Rock Creek School for purposes of construction of new Middle School and Gymnasium and authorize staff to proceed with Notice and Hearing Requirements.

A motion was made by Commissioner Harrod, seconded by Commissioner Smith, to authorize staff to proceed with notice and hearing requirements to consider the annexation request by North Rock Creek School for purposes of construction of new Middle School and Gymnasium. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 7:

Consider acceptance of public improvements for the plat of Shawnee Transfer Station and place maintenance bond into effect.

A motion was made by Commissioner Stephens, seconded by Commissioner Harrod, to accept the public improvements for the plat of Shawnee Transfer Station and place maintenance bond into effect. Motion carried 6-0.

AYE: Stephens, Harrod, Peterson, Collier, Winterringer, Smith
NAY: None

AGENDA ITEM NO. 8: Consider contract with the IAFF Local 206
for fiscal year 2011-2012.

A motion was made by Commissioner Stephens, seconded by Vice Mayor Collier, to approve contract with IAFF Local 206 for fiscal year 2011-2012. Motion carried 6-0.

AYE: Stephens, Collier, Winterringer, Smith, Harrod, Peterson
NAY: None

AGENDA ITEM NO. 9: Acknowledge Sales Tax report received
September, 2011.

Finance Director Cindy Sementelli reported that sales tax was down 4.27% over last year's collections. However, when factoring in the city's other revenues, such as franchise tax, the City's budget is on target. Ms. Sementelli also reported that the City was going to become more proactive in policing delinquent sales tax accounts.

AGENDA ITEM NO. 10: Consider Bids:

- a. Refurbish Screw Pumps Contract No., COS-SMA-12-01(Open)

<u>BIDDER</u>	<u>AMOUNT</u>
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

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

A motion was made by Commissioner Harrod, seconded by Commissioner Winterringer, to defer the bid award to the October 3, 2011 City Commission meeting. Motion carried 6-0.

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

NAY: None

- b. Lake Road Bridge Rehabilitation Project Contract No. COS-PW-11-03 (Award)

City Engineer John Krywicki requested the item be deferred to the next meeting.

A motion was made by Commissioner Stephens, seconded by Commissioner Winterringer, to defer the bid award to the October 3, 2011 City Commission meeting. Motion carried 6-0.

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

NAY: None

- c. 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 August 15, 2011 meeting*)

Assistant Airport Manager Rex Hennen requested the item to be deferred to the next meeting.

A motion was made by Commissioner Stephens, seconded by Vice Mayor Collier, to defer the bid award to the October 3, 2011 City Commission meeting. Motion carried 6-0.

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

City Engineer John Krywicki gave an update on the Expo parking lot. He reported that utility companies have been out regarding relocation and that a grading plan is being developed. Mr. Krywicki laid out the following timetable regarding the project:

October 17 – request authorization to advertise for bids

November 8 – pre-bid meeting

November 21- bid opening and award

December 5 – pre-work meeting and notice to proceed

If this timetable is accurate, Mr. Krywicki expects the soonest completion date to be May 10, 2011.

AGENDA ITEM NO. 13:

Commissioners Comments

Commissioner Harrod asked Mr. Krywicki about traffic flow during the construction of the Lake Road Bridge project. Mr. Krywicki responded that the project allows for one lane to be open at all time and a portable traffic light will be utilized as well.

Commissioner Harrod also asked if the Special Call Meeting scheduled for September 26, 2011 could be amended to include a joint meeting with the Pottawatomie County Commissioners to discuss Expo issues as well as financing issues. In the event the County Commissioners cannot meet on September 26th, then October 10th would be the alternate meeting date.

Regarding the proposed Special Call Meeting schedule consisting of a meeting on each Monday that is not a regular City Commission meeting, Commissioner Harrod stated he was not in favor unless Commissioners agree to compromise on the projects first.

AGENDA ITEM NO. 14:

Adjournment

There being no further business to be considered, a motion was made by Commissioner Harrod, seconded by Commissioner Winterringer, that the meeting be adjourned. Motion carried 6-0. (7:18 p.m.)

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

NAY: None

LINDA PETERSON, MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
SPECIAL CALLED SESSION
SEPTEMBER 26, 2011

The Board of City Commissioners met in Special Called Session at the Heart of Oklahoma Expo Center, Highway 177 and Independence Street, Shawnee, Oklahoma, Monday, September 26, 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

Absent
Commissioner Ward 6

Others in attendance were City Manager Brian McDougal, City Clerk Phyllis Loftis, Finance Director/Treasurer Cynthia Sementelli, City Attorney Mary Ann Karns, Justin Erickson, Mike Jackson, John Krywicki, Russell Frantz, Tammy Johnson, Don Lynch and James Bryce. The media was represented by Mike McCormick and 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 23rd day of September, 2011, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee, Oklahoma at the Heart of Oklahoma Expo Center, Highway 177 and Independence Street, Shawnee, Oklahoma at 6:30 p.m. on September 26, 2011, and you are hereby notified to be present at said meeting.

The purpose of said meeting will be a work session to discuss capital improvement projects and funding options.

(SEAL)

ATTEST:

s/s Phyllis Loftis
PHYLLIS LOFTIS
CITY CLERK

s/s Brian McDougal
BRIAN MCDOUGAL
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 23rd day of September, 2011 at 2:50 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 10:51 o'clock a.m. on September 25, 2011

I delivered a true and correct copy to Commissioner Frank Sims
via e-mail at 4:54 o'clock p.m. on September 24, 2011

I delivered a true and correct copy to Commissioner John Winterringer
via e-mail at 12:34 o'clock p.m. on September 24, 2011

I delivered a true and correct copy to Commissioner Steve Smith
via e-mail at 2:50 o'clock p.m. on September 23, 2011 but no response was received

I delivered a true and correct copy to Commissioner James Harrod
via e-mail at 6:08 o'clock p.m. on September 23, 2011

I delivered a true and correct copy to Commissioner Pam Stephens

via e-mail at 2:50 o'clock p.m. on September 23, 2011 but no response was received

I delivered a true and correct copy to Commissioner Billy Collier

via e-mail at 4:24 o'clock p.m. on September 25, 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 26TH DAY OF SEPTEMBER, 2011 AT 6:30 O'CLOCK P.M. AT THE HEART OF OKLAHOMA EXPO CENTER, HIGHWAY 177 AND INDEPENDENCE, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE A WORK SESSION DISCUSSION OF CAPITAL IMPROVEMENT PROJECTS AND FUNDING OPTIONS.

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 Heart of Oklahoma Expo Center, Highway 177 and Independence Street, Shawnee, Oklahoma at 6:30 p.m. on September 26, 2011 for a work session discussion of capital improvement projects and funding options.

Witness my hand this 23rd day of September, 2011.

s/s Brian McDougal

BRIAN MCDOUGAL

CITY MANAGER

(SEAL)

ATTEST:

s/s Phyllis Loftis

PHYLLIS LOFTIS, CITY CLERK

CALL TO ORDER:

DECLARATION OF A QUORUM

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

AGENDA ITEM NO. 1: Work session discussion of capital improvement projects and funding options.

Mayor Peterson welcomed those in attendance and explained that the purpose of the meeting was to discuss the projects in general, and to have funding options outlined by the public financial consultants present at the meeting.

Mr. John Waldo and Chris Gander of Bosc, Inc., a subsidiary of BOK Financial Corporation and Allan Brooks of the Public Finance Law Group, PLLC spoke regarding funding options, the parameters of each and the timeline that must be met in order to be prepared for the February 7, 2012 election.

Regarding deadlines, Mr. Brooks noted that in order to give the Attorney General's office time to review ballot language, as it relates to the General Obligation bonds, a November 1, 2011 decision regarding projects/funding sources would be preferable.

STEVE SMITH ARRIVED AT 6:50 P.M.

Mr. Waldo requested City staff provide them with an Excel spreadsheet which prioritizes the projects, the time lines of those projects and the proposed funding stream(s). Once received, the financial consultants can use the information to prepare more in-depth funding options.

The Commission also discussed extending the current bond, which is scheduled to roll-off in November, 2011, to fund the resurfacing of the Expo parking lot and upgrading the electrical amperage for the RV lot. These projects, combined with other smaller city projects, would cost approximately \$3 million dollars. The financial consultants assured the Commission that this could be done in a relatively short time frame.

AGENDA ITEM NO. 2:

ADJOURNMENT

There being no further business to come before the meeting, a motion was made by Commissioner Stephens, seconded by Commissioner Harrod, that the meeting be adjourned. Motion carried 7-0. (7:42 p.m.)

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

LINDA PETERSON,
MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS,
CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 10/03/2011

Board minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Airport Advisory Board minutes from August 17, 2011

Attachments

Airport Advisory Board Minutes

MINUTES
AIRPORT ADVISORY BOARD MEETING AUGUST 17, 2011, 5:30 P.M.
TERMINAL BUILDING
2202 AIRPORT DRIVE

ROLL CALL

PRESENT: Mike Adcock, Harmik DerSahakian, Terry Toole, Jack Barrett

ABSENT: Mike Langley, Dick Romine, Bob Weaver

OTHERS PRESENT: Rex Hennen-Assistant Airport Manager, Fred Treiber-Staff, Brian McDougal-City Manager, Tim Burg-SEDF, Jim Hunt-Tenant, Andy Freeman-Tenant, Ken Larcher-Commemorative Air Force, Tom and Sonia Scott-Citizens, Gordona Rowell-CVB

DECLARATION OF A QUORUM

ITEM ONE: Consider and approve Consent Agenda.

Motion to approve Consent Agenda – Consent agenda approved unanimously.

ITEM TWO: SUB COMMITTEE REPORTS

Business/Events Committee: Member DerSahakian suggested that at a future date the airport sponsor a “Fly-in and Movie Night” in which pilots can fly to the airport during the evening and enjoy a family oriented movie set up outdoors with the public invited to participate as well. The Boy Scouts would be invited to help direct parking and policing the area during the event.. The board indicated they are in favor of the idea and suggested the event be scheduled in the spring of next year.

Member DerSahakian also reported that planning for the October 15 “Pilots and Pancakes” Fly-in is progressing well. Some corporate sponsorships have been obtained and the board is encouraged to recruit more sponsorships from the Shawnee area business community.

Facilities Committee: Member Barrett reported that he is making progress toward relocating the concrete gate pillars from the east side of Airport Drive to the airport parking lot for use as sign posts for Shawnee Regional Airport.

ITEM THREE: PRESENTATION THE UNITED STATES AIRPORT REGARDING THE POSSIBLE INSTALLATION OF A TEMPORARY CONTROL TOWER AT SHAWNEE AIRPORT.

Air Force representatives did not show up for the meeting. No action taken.

ITEM FOUR: PRESENTATION BY KEN LARCHER REGARDING THE POSSIBLE RELOCATION OF THE “LADY LIBERTY” A26 TO SHAWNEE REGIONAL AIRPORT

Mr. Larch gave a detailed presentation about the A26 Lady Liberty aircraft, the Commemorative Air Force (CAF), and their desire to possibly move the aircraft to Shawnee Regional Airport and occupy Hangar 13. If the move should occur, the CAF would like to create a WWII, Korean War and Vietnam War museum in the hangar, hold special events, and create an area for other aircraft type maintenance. The CAF requested that a lease agreement to relocate their operations to Shawnee be negotiated that would be beneficial to both the CAF and Shawnee Regional Airport. Mr. Larch will meet with his organization and relay the discussions from this meeting and the AAB will discuss the possibility. A meeting between both parties will need to be held to consider the possible lease.

ITEM FIVE: DISCUSS NEW TERMINAL GRAND OPENING EVENT

Staff reported that the date and time for the ribbon cutting/grand opening ceremony had been changed to August 29 at 3:00 p.m. The change was made to accommodate the Governor's schedule.

ITEM SIX: RECOMMEND FURNITURE FROM OLD TERMINAL BE SURPLUSED

Staff recommended that all the old furniture from the old terminal be surplused and donated to South Central Industries.

Member Barrett made a motion to take staff's recommendation, seconded by Member DerSahakian. Board unanimously passed the motion.

ITEM SEVEN: DISCUSS TERMINAL CONFERENCE ROOM USE AND SETTING A FEE SCHEDULE

After discussion the Board recommended that community organizations and companies that fly in and purchase fuel be exempt from fees. Directed staff to research and submit a fee schedule for consideration at the next board meeting.

ITEM EIGHT: DISCUSS AIRPORT RESTAURANT DETAILS

Tom and Sonia Scott addressed the board and expressed their interest in opening a restaurant at the airport. The board requested that they list their requirements for the building and site and submit to the board for consideration. Member DerSahakian suggested that the building have a small retail space included. Chairman Adcock stated that the potential tenant have adequate experience and knowledge in the restaurant industry.

ITEM NINE: NEW BUSINESS

Member DerSahakian requested the status of lighting for the fuel area. Staff reported that they had not yet gathered the information for that issue. Staff will follow up and report at the next meeting.

ITEM TEN: BOARD COMMENTS

None

ITEM ELEVEN: ADJOURNMENT

Board unanimously voted to adjourn meeting 6:55 p.m.

Minutes Approved September 21, 2011

Regular Board of Commissioners

2. d.

Meeting Date: 10/03/2011

Advertise for bids sludge truck NSWTP

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize SMA staff to advertise for bids on purchase of sludge truck for the Northside Wastewater Treatment Plant.

Attachments

Purchased Sludge Truck

Jim Bierd
Director

Donna Uranga
Administrative Assistant
Phone: 405-273-1960
Fax: 405-878-1550



Randy Brock
Operations Manager
405-878-1723

Greg Price
Special Projects Manager
405-878-1662

111 S. Kickapoo, Shawnee, OK 74801

MEMORANDUM

To: Commission
From: Jim Bierd, Director
CC: Brian McDougal, City Manager
Cindy, Sementelli, Finance Director
Date: September 22, 2011
Re: Sludge Truck at Northside Plant

Staff would like to request permission to go out for bids for the purchase of a Sludge Truck for the Northside Wastewater Treatment Plant. It is used to haul and land apply sludge from both wastewater plants. Budgeted amount is \$350,000.

Thanks

Regular Board of Commissioners

2. e.

Meeting Date: 10/03/2011

Advertise for rebuild of clarifiers SSWTP

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize SMA staff to advertise for bids to rebuild the primary and intermediate clarifiers at the Southside Wastewater Treatment Plant.

Attachments

Clarifiers

Jim Bierd
Director

Donna Uranga
Administrative Assistant
Phone: 405-273-1960
Fax: 405-878-1550



Randy Brock
Operations Manager
405-878-1723

Greg Price
Special Projects Manager
405-878-1662

111 S. Kickapoo, Shawnee, OK 74801

MEMORANDUM

To: Commission
From: Jim Bierd, Director
CC: Brian McDougal, City Manager
Cindy, Sementelli, Finance Director
Date: September 22, 2011
Re: Rebuild Primary and Intermediate clarifiers at SWTP

Staff would like to request permission to go out for bids for rebuilding the primary and intermediate clarifiers at the Southside Wastewater Treatment Plant. Budgeted amount is \$50,000 each.

Thanks

Regular Board of Commissioners

2. f.

Meeting Date: 10/03/2011

Replace fire hoses

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize purchase of fire hose from funds listed as replacement of Turn-Out Gear funds.

Attachments

Fire Hose Purchase

CITY OF SHAWNEE FIRE DEPARTMENT



ADMINISTRATION

Jimmy Gibson, Fire Chief
405-878-1556

Dru Tischer, Deputy Fire Chief
405-878-1538

16 West Ninth
Shawnee, Oklahoma 74802
405-878-1671 • Fax 405-878-1618

MEMORANDUM

DATE: September 26, 2011

TO: Mayor, Commissioners and
Brian E. McDougal, City Manager

FROM: Jimmy Gibson, Fire Chief 

SUBJ: Needed Fire Hose

This memo is respectfully requesting permission to transfer and use funds in the amount of \$30,000.00 to purchase needed fire hose as detailed below:

- 30 – 100ft sections of 5” Water Supply Hose
- 5 – 50ft sections of 5” Water Supply Hose
- 32 – 50ft sections of 3” Water Supply/Fire Attack Hose
- 8 – 50ft sections of 2.5” Fire Attack Hose
- 22 – 50ft sections of 1.75” Fire Attack Hose
- 2 – 100ft sections of 1” Wildland Firefighting Hose
- 2 – 50ft sections of 1” Wildland Firefighting Hose

These funds were initially requested and approved in this year’s Capital budget for the anticipated replacement of the department’s firefighting Turn-Out Gear within the next 2 years. However, we feel this purchase of fire hose is much more critical at this time as much of our current hose did not pass the annual service test this year and much of the hose that did pass is at or near the end of its service life. We are currently pursuing grant opportunities that may allow for reimbursement of expended funds for fire hose.

Regular Board of Commissioners

2. g.

Meeting Date: 10/03/2011

OTC Agreement

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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)

Attachments

Memo OTC

OTC Agreement with Comments

OTC Agreement for Sales Tax Collection

MEMORANDUM

To: Mayor and City Commissioners
Brian McDougal

From: Mary Ann Karns, City Attorney

Re: Contract with Oklahoma Tax Commission for collection of
Sales and Use Tax

Date: September 29, 2011

Attached is a detailed analysis of the change in the contract language with the Oklahoma Tax Commission.

If you have questions for me, please let me know.

AGREEMENT FOR ADMINISTRATION
OF THE SALES AND USE TAX ORDINANCES
OF THE CITY/TOWN OF

AGREEMENT SECTIONS	COMMENTARY
THIS AGREEMENT is entered into this ____ day of _____, ____ pursuant to the provisions of Sections 2701 et seq. of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as “Commission,” and the City/Town of __ ____, Oklahoma, hereinafter referred to as “Municipality,” for the administration of effective sales and use tax ordinances on file with the Commission hereinafter referred to as “Ordinances,” levying a municipal sales or use tax of _____ percent (_____%) upon sales within or outside of the Municipality.	The new Agreement combines the separate sales and use tax agreements into one document.
1. This Agreement is based upon the Ordinances for the collection of sales and uses taxes by the Municipality, certified copies of which are attached hereto and made a part hereof. The Municipality may, at any time and from time to time, amend or repeal the Ordinances and, to the extent that the Municipality amends or repeals the Ordinances, the Municipality shall promptly provide the Commission with a certified copy of the ordinance effecting such amendment or such repeal.	When the municipality amends its sales or use tax ordinance, it must provide OTC a certified copy of the ordinance. This is a change from the previous requirement to provide a certified copy of the election results.
2. A. The Commission shall administer and shall enforce the Ordinances and shall collect the municipal sales and use tax, and the interest and penalties with respect thereto, as provided in the Ordinances and as herein provided. It is recognized and acknowledged that: (a) the Ordinances levy municipal sales tax upon all sales within the Municipality as authorized by Section 2701 of Title 68 of the Oklahoma Statutes; and	Under this new language, OTC will enforce municipal taxes on all sales regardless of whether the state taxes those sales. Note also, the new agreement <u>no longer has the requirement</u> of the old agreement that “any sale exempt from state sales tax is exempt from the municipal sales tax, unless otherwise provided by the Oklahoma Sales Tax Code.”
(b) the term “sale” as used in the Ordinances has the same meaning as the term “sale” has in the Oklahoma Sales Tax Code; and	Likewise, the use tax is no longer tied to state tax levies or exemptions.

The Municipality shall not request that the Local Tax Coordinator perform any duties which are the sole responsibility of the Municipality.	
B. The implementation plan adopted pursuant to subsection 4 of subsection E of Section 2702 of Title 68 of the Oklahoma Statutes shall be incorporated into the collection agreement entered into by Municipality and Commission pursuant to subsection E of section 2702 of Title 68 of the Oklahoma Statues, as if fully set forth therein.	This new language incorporates into the Agreement the new statutory provisions for municipalities to act locally to enforce compliance with their ordinances either directly or through third party contracts in accordance with a plan being developed for coordination with OTC.
<i>Paragraphs 3-7 are unchanged substantially unchanged.</i>	Changes are made to incorporate existing use tax provisions.
8. The Commission shall require reports of municipal sales and use tax from vendors, shall maintain records of reports by, and receipts and collections from vendors, and shall maintain the records in such a manner that the total amount due the Municipality each month can be determined by the Commission and can be verified by the Municipality. The requirement for the Commission to maintain its records in a verifiable form is intended to require the Commission to maintain its records in a form capable of producing reports that can be electronically downloaded into, at a minimum, an excel spreadsheet or its equivalent; the Commission will use a form which is capable of being understood by a person reviewing such records. The Commission shall transmit to the Municipality a monthly statement of the municipal sales and use tax, and interest and penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, the amounts, if any, refunded by the Commission to taxpayers during the immediately, preceding calendar month and the amount withheld by the Commission under Paragraph 5.	New language states the OTC will develop reports that can be downloaded into an excel spreadsheet of a similar, usable equivalent. The new language expressly requires OTC to use a format that is understandable without additional assistance from the Local Coordinator or additional software. It is understood that OTC will be able to provide a variety of new reports and accessibility to reports when it completes its software upgrade during the next year.
<i>Paragraphs 9 and 10 are not substantially changed except as noted below.</i>	Changes are made to incorporate existing use tax provisions.
11. The Commission shall provide notice to the Municipality of any aggregate request for refund or any remittance error of combined state, county and city sales and use tax in the amounts of \$10,000 or more. On or before July 31, 2012, the Commission will review the software capability of providing notice for any aggregate request for refund or remittance error of combined state, county and city sales and use tax in amounts less than \$10,000 and, if the capability is available, will implement it.	New notice requirements for refunds or remittance errors. Additional revision for notice once OTC's software upgrade provides capability for such notice.

Notice will be provided within seven (7) business days of the Commission's initial review of a claim for refund, documented as outlined in OAC 710:65-11-1 or upon discovery of a remittance error. Municipality agrees that any amount contained in the notice given pursuant to this section will be considered as advisory only until such time as a final determination has been made by the Commission. Commission, through the Local Tax Coordinator, will notify Municipality at such time the Commission determines the final amount to be refunded pursuant to a claim or remittance error.	Earlier notice of a claim for refund or discovery of a remittance error. These provisions replace previous language: "Subject to any provisions included in a rider to this Agreement, the Commission shall use its best efforts to give written notice to the affected municipality or municipalities at least five (5) days prior to the mailing of a refund check in an amount of \$5,000 or more of state, county and municipal sales taxes. In addition, the Commission shall generate internal reports with respect to adjustments and amended returns and shall use its best efforts to provide at least five (5) days' prior notice of payments based thereon; provided however, if the Commission cannot give at least five (5) days' prior notice, it shall give such notice as it can."
Any municipal sales or use tax, and/or any interest and penalties with respect thereto, paid under protest by a taxpayer to the Commission during the immediately preceding calendar month shall be paid by the Commission to the Municipality as part of the payment being made by the Commission to the Municipality. If the protested municipal sales or use tax, interest or penalties are required to be refunded, such amount and any interest required to be paid thereon will be paid out of subsequent collections by the Commission. Such refund shall be deducted from the collections payable by the Commission to the Municipality in the immediately following calendar month (unless the taxpayer entitled to such refund otherwise agrees) subject to the provisions of paragraph 10.	This language previously comprised paragraph 11 of the contract and is unchanged except to incorporate use taxes.
The municipality may request by a blanket advisement to the Commission that it be notified of any hearing wherein the Commission hears a claim for refund of a protest of an assessment. If an affected municipality shall have requested such notice in writing, the Commission shall, at the same time the parties are notified of the scheduled hearing, provide notice to the municipality affected.	This new language allows a municipality to ask once for notice of all hearings on claims for refunds or on protests as provided in the Agreement.
<i>Paragraph 12 is substantially unchanged except as follows:</i> Commission also agrees to provide Municipality reports in addition to those outlined above under the following terms:	This paragraph deals with reports to which municipalities are entitled. It also provides for municipal presence at hearings on refunds and protests.

(a) The report is requested in writing or via e-mail, outlining the information required and regularity of the report. (b) The report complies with all terms and statutes outlined within this agreement. (c) The information requested is available to the Commission. (d) Commission will be provided a minimum of sixty (60) days to compile new requests unless otherwise agreed.	New language requires OTC to provide additional reports as requested by a municipality under the terms here set out in the Agreement.
<i>Paragraph 13 is substantially unchanged.</i>	Changes are made to incorporate existing use tax provisions.
14. The Commission shall have the authority to assess and to collect, on behalf of the Municipality, the municipal sales and use taxes levied by the Ordinances, and the interest and the penalties with respect thereto, including, without limitation, any municipal sales or use tax, interest and/or penalty existing on the date hereof. The Municipality agrees to refrain from contacting directly persons or entities doing business within the boundary of the Municipality unless and until such contact is agreed to by Commission and Municipality in a rider to this Agreement for the purpose of the actual collection of sales and use taxes. Municipality does have the inherent authority to contact vendors within and without the municipality concerning the vendor's alleged violation of municipal ordinances prior to the initiation of criminal prosecution.	Changes are made to incorporate existing use tax provisions. New language expressly recognizes a municipality's inherent authority to enforce its sales and use tax ordinances.
The Municipality may inquire of the Commission into the compliance of persons and entities with the Ordinances and, to the extent that the Municipality determines that any person or any entity has not complied with the Ordinances, the Municipality may request the Commission to issue a proposed assessment against such person or such entity. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If, after said review, Commission believes that such request presents a basis for a proposed assessment, Commission shall issue a proposed assessment. Any such proposed assessment shall be resolved as provided in Sections 201 et seq. of Title 68 and the procedural rules promulgated by the Commission. The Municipality may, at the option of the Municipality, request the Commission to initiate a show cause proceeding against a person or an entity which the Municipality believes, in good faith, not to be in compliance with the Ordinances or any provision thereof. To the extent that the Commission receives any such request, the Commission shall review such	This new language cuts in half (from 90 days to 45 days) the time for OTC to review a municipal request for a proposed assessment. Likewise, this new language cuts in half (from 90 days to 45 days) the time for OTC to review a municipal request to initiate a show cause proceeding.

request within 45 days. If after said review, Commission believes that such request presents a basis for a show cause proceeding, Commission shall initiate a show cause proceeding. Such show cause proceeding shall be conducted as provided in the procedural rules promulgated by the Commission.	
<i>The remaining provisions of this paragraph relate to municipal activity to enforce local sales and use tax ordinances. Existing language is substantially unchanged. However, a new final portion is added to incorporate statutory amendments establishing an independent audit process at the option of a municipality.</i>	The contract language mimics the statute found at 68 O.S. §2702, para. D.
<i>Paragraphs 15-17 are substantially unchanged except the following language is added to paragraph 17: Any resulting payment of municipal tax shall not be subject to the retention calculated by the Commission for the collection of city sales and use taxes as provided in Paragraph 5 of this agreement, subject to the implementation plan established in paragraph 2B of this agreement.</i>	New language recognizes that a municipality incurs costs for its separate enforcement efforts and, at the same time, those efforts also increase state tax collections.
18. The Commission has the authority to enter into an installment or other payment agreement with any taxpayer, including a taxpayer prosecuted under a municipal sales or use tax ordinance, for state and local taxes owed by the taxpayer. Commission will, through its use of a pay plan in order to keep a delinquent business open, collect the liability as quickly as possible by requiring a significant down payment and completion of the pay plan in as short a period as possible. The Municipality shall be entitled to consult with the Commission's legal staff about an installment or other payment agreement prior to negotiation of such an agreement. The installment or other payment agreement shall be void if the taxpayer becomes delinquent in future tax liability or payment under the agreement becomes delinquent. The Commission shall furnish a list of all sales and use taxpayers which have entered into agreements with the Commission on a monthly basis along with the terms, conditions and status of each such installment or payment agreement.	New language speeds up collections under a pay plan and provides that, if the taxpayer is delinquent in the future either under the pay plan or for future taxes, the pay plan is void. The new language also gives municipalities the right to be consulted and informed about pay plans.
19. The Municipality agrees that, if there is a challenge to the constitutionality or the legality of the Ordinances or any provision thereof (other than a challenge based on the application by the Commission of the Ordinances or any provision thereof), the Municipality shall be responsible for the resolution of such challenge. If such a challenge is based on the application by the Commission of the Ordinances or any provision thereof, the Commission shall be responsible for the resolution of such challenge. The party responsible for the resolution of any challenge shall make all	New language pertaining to any legal challenges to a municipal ordinance requires OTC to give prompt notice to the municipality and participation in decisions.

decisions with respect to the prosecution and the settlement of any litigation with respect to such challenge and the other party shall cooperate with the responsible party with respect to the resolution of such challenge. The Commission shall provide notice to the Municipality of any challenge. Notice will be provided within seven (7) business of the receipt of the challenge and the municipality shall be allowed to participate in any decision.	
20. The change in the boundary of Municipality shall be effective for sales tax purposes only, on the first day of a calendar quarter following the enlargement of the municipal city limits. If a municipality should de-annex a territory the sales tax from business or firms located in the de-annexed area shall cease on the effective date of the de-annexation ordinance.	New language pertaining to changes in municipal boundaries clarifies existing interpretation of effective date for sales tax liability.
Municipality shall give the Commission notice in writing of any annexation or de-annexation of territory to the municipality at least as required by Title 68 Oklahoma Statutes Section 2701. The notice shall include a verified copy of the boundaries of the newly annexed or de-annexed territory. In addition all Municipality limit lines shall be shown in map form, and certified to the Commission by the municipal clerk.	Replaces previous language requiring notice of boundary changes 75 days prior to the close of the prior calendar quarter. Also, new language allows notice to OTC by map rather than street names and physical description.



OKLAHOMA TAX COMMISSION

August 1, 2011

To Whom It May Concern:

Please be advised that, after numerous discussions between the Oklahoma Municipal League Liaison Board and the Tax Commission, the parties have agreed to the terms of the new sales and use tax administration agreement. The new agreement, once executed, will replace the separate sales and use tax agreements currently in effect. Please be advised that the existing agreements remain in effect until the new agreement is completed

The new agreement can be found on the Tax Commission home page at www.tax.ok.gov under the Top Downlinks tab. Please print two original copies of the agreement, complete all blanks on pages of the agreement and have the proper officials' sign on the lines designated. Also, affix the corporate seal.

Upon completion, send both copies of the agreement to this Division, for acceptance and approval by the Tax Commission. One fully executed copy the agreement will be returned to you for your files. Please mail to:

Oklahoma Tax Commission
Attn: Dave Francis, TPA
PO Box 269057
Oklahoma City, Ok 73126-9057

We request that you give this matter your immediate attention. If you have any questions, please feel free to contact this office at the address below or at (405) 522-6600.

Sincerely,

OKLAHOMA TAX COMMISSION

Dave Francis, City/County Coordinator
Taxpayer Assistance Division
(405) 522-6600
dfrancis@oktax.state.ok.us

**AGREEMENT FOR ADMINISTRATION
OF THE SALES AND USE TAX ORDINANCES
OF THE CITY/TOWN OF**

Shawnee

THIS AGREEMENT is entered into this ____ day of _____, ____ pursuant to the provisions of Sections 2701 et seq. of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as "Commission," and the City/Town of _____, Oklahoma, hereinafter referred to as "Municipality," for the administration of effective sales and use tax ordinances on file with the Commission hereinafter referred to as "Ordinances," levying a municipal sales or use tax of three percent (3%) upon sales within or outside of the Municipality.

1. This Agreement is based upon the Ordinances for the collection of sales and uses taxes by the Municipality, certified copies of which are attached hereto and made a part hereof. The Municipality may, at any time and from time to time, amend or repeal the Ordinances and, to the extent that the Municipality amends or repeals the Ordinances, the Municipality shall promptly provide the Commission with a certified copy of the ordinance effecting such amendment or such repeal.

An increase or a decrease in the municipal sales or use tax rate shall become effective only on the first day of a calendar quarter. Provided, however, the sales and use tax rates levied by the Municipality if the Municipality levies both a sales and use tax, must be identical. The Municipality shall notify the Commission of an increase or a decrease at least seventy-five (75) days prior to the close of the current calendar quarter and shall provide the Commission with a certified copy of the ordinance affecting such increase or such decrease.

2. A. The Commission shall administer and shall enforce the Ordinances and shall collect the municipal sales and use tax, and the interest and penalties with respect thereto, as provided in the Ordinances and as herein provided. It is recognized and acknowledged that:

(a) the Ordinances levy municipal sales tax upon all sales within the Municipality as authorized by Section 2701 of Title 68 of the Oklahoma Statutes; and

(b) the term "sale" as used in the Ordinances has the same meaning as the term "sale" has in the Oklahoma Sales Tax Code; and

(c) the Ordinances levy municipal use tax upon all transactions within or without the Municipality as authorized by Sections 1411 of Title 68 of the Oklahoma Statutes; and

(d) the term “use” as used in the Ordinances have the same meaning as the term “use” has in the Oklahoma Use Tax Code.

To facilitate such administration, such collection and such enforcement of local taxes, the Commission shall designate a Local Tax Coordinator of the Commission who shall be generally responsible for matters related to the collection of local taxes and, with respect to such matters, shall directly advise the Administrator of the Commission. The duties which may be performed by the Local Tax Coordinator and/or other employees of the Commission under his or her supervision, shall include, without limitation,

(a) acting as liaison between the Commission and municipalities with respect to the administration, the collection and the enforcement of local taxes,

(b) addressing concerns of the Commission and/or taxpayers with respect to the administration, the collection and the enforcement of municipal taxes by municipalities,

(c) consulting with municipalities concerns and trends with respect to local taxes,

(d) coordinating collection and enforcement actions by the Commission and municipalities with respect to local taxes,

(e) coordinating the provision by the Commission to municipalities of information and

(f) providing educational and other support to municipalities in their collection and enforcement efforts.

In making decisions with respect to the administration of local taxes, the Commission will consider the view expressed by the Municipality.

The Municipality shall not request that the Local Tax Coordinator perform any duties which are the sole responsibility of the Municipality.

B. The implementation plan adopted pursuant to subsection 4 of subsection E of Section 2702 of Title 68 of the Oklahoma Statutes shall be incorporated into the collection agreement entered into by Municipality and Commission pursuant to subsection E of section 2702 of Title 68 of the Oklahoma Statues, as if fully set forth therein.

3. The method of computing sales tax to be used by vendors in collecting both state and municipal sales tax, is prescribed in Section 1362 of the Oklahoma Sales Tax Code. The method of computing use tax to be used by vendors in collecting both state and municipal use tax, is prescribed in Section 1401 of the Oklahoma Use Tax Code.

4. The discount (deduction) allowed to vendors in Section 1367.1 of the Oklahoma Sales Tax Code shall be applicable to both state and local sales tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local sales tax remittances. The discount (deduction) allowed to vendors in Section 1410.1 of the Oklahoma Use Tax Code shall be applicable to both state and local use tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local use tax remittances.

5. The Commission shall retain, as its sole compensation for its services rendered hereunder, an amount equal to the applicable percentage of the amount of the municipal sales or use taxes, and the interest and penalties with respect thereto, collected by the Commission hereunder. The applicable percentage is set forth in Exhibit A as incorporated herein.

6. Except as otherwise provided herein, the Commission shall give no preference in applying an amount received for state, municipal and county sales or use taxes owed by a taxpayer to the extent that such amount is less than the aggregate state, municipal and county sales or use tax liability of the taxpayer. Any such amount shall be applied pro rata to the satisfaction of the claims of the Commission, the claims of the Municipality and the claims of other municipalities and counties based on the portions of the aggregate state, municipal and county sales or use tax liability of the taxpayer represented by their respective claims.

7. The municipal sales or use tax received and collected by the Commission pursuant to this Agreement shall be deposited in the State Treasury as required by law. The Commission shall use its best efforts to cause to be paid to the Municipality no later than the tenth day of each calendar month all municipal sales and use tax, and the interest and the penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, less any amount withheld by the Commission under Paragraph 5 and less any amounts deducted by the Commission in connection with refunds hereunder.

8. The Commission shall require reports of municipal sales and use tax from vendors, shall maintain records of reports by, and receipts and collections from vendors, and shall maintain the records in such a manner that the total amount due the Municipality each month can be determined by the Commission and can be verified by the Municipality. The requirement for the Commission to maintain its records in a verifiable form is intended to require the Commission to maintain its records in a form capable of producing reports that can be electronically downloaded into, at a minimum,

an excel spreadsheet or its equivalent; the Commission will use a form which is capable of being understood by a person reviewing such records. The Commission shall transmit to the Municipality a monthly statement of the municipal sales and use tax, and interest and penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, the amounts, if any, refunded by the Commission to taxpayers during the immediately, preceding calendar month and the amount withheld by the Commission under Paragraph 5.

9. In the event a vendor remits sales or use tax due but fails to submit city attachments, or submits a report from which the sales or use tax due Municipality cannot be determined, the Commission will allocate to Municipality such sales or use tax received pro rata based on the vendor's percentage allocation for the most recent report filed or, if no report has been filed, according to the best information available to the Commission. Such amount, and any interest and penalty as provided in Section 217 of Title 68 of the Oklahoma Statutes with respect thereto, shall be paid to the Municipality in accordance with Paragraph 7. Interest will begin as of the date the vendor remittance is deposited to the State Treasury.

10. The Municipality acknowledges that the Commission is responsible for making refunds to taxpayers of municipal sales and use taxes previously collected by the Commission on behalf of the Municipality. The term "refunds" as used herein shall include payments made pursuant to filed claim for refund(s) or amended return(s) approved by the Commission. The Commission's determination of any taxpayer's liability for sales and use taxes shall be binding as between the Municipality and the taxpayer.

Any refund of municipal sales and use tax previously paid by the Commission to the Municipality shall be paid from subsequent collections of the municipal sales and use tax. Such refund shall be deducted from the collections payable by the Commission to the Municipality in the immediately following calendar month (unless the taxpayer entitled to such refund otherwise agrees).

11. The Commission shall provide notice to the Municipality of any aggregate request for refund or any remittance error of combined state, county and city sales and use tax in the amounts of \$10,000 or more. On or before July 31, 2012, the Commission will review the software capability of providing notice for any aggregate request for refund or remittance error of combined state, county and city sales and use tax in amounts less than \$10,000 and, if the capability is available, will implement it. Notice will be provided within seven (7) business days of the Commission's initial review of a claim for refund, documented as outlined in OAC 710:65-11-1 or upon discovery of a remittance error. Municipality agrees that any amount contained in the notice given pursuant to this section will be considered as advisory only until such time as a final determination has been made by the Commission. Commission, through the Local Tax Coordinator, will notify Municipality at such time the Commission determines the final amount to be refunded pursuant to a claim or remittance error. Any municipal sales or use tax, and/or any interest and penalties with respect thereto, paid under protest by a

taxpayer to the Commission during the immediately preceding calendar month shall be paid by the Commission to the Municipality as part of the payment being made by the Commission to the Municipality. If the protested municipal sales or use tax, interest or penalties are required to be refunded, such amount and any interest required to be paid thereon will be paid out of subsequent collections by the Commission. Such refund shall be deducted from the collections payable by the Commission to the Municipality in the immediately following calendar month (unless the taxpayer entitled to such refund otherwise agrees) subject to the provisions of paragraph 10.

The municipality may request by a blanket advisement to the Commission that it be notified of any hearing wherein the Commission hears a claim for refund of a protest of an assessment. If an affected municipality shall have requested such notice in writing, the Commission shall, at the same time the parties are notified of the scheduled hearing, provide notice to the municipality affected.

12. Simultaneously with the execution and the delivery of this Agreement, the Commission shall, upon written request of the Municipality, provide to the Municipality a full and complete list of the names and the addresses of the persons and the entities which or who report doing business within the boundary of the Municipality during the preceding calendar year in a format as set out in Paragraph 8 of this agreement.

The Commission shall, upon written request of the Municipality, report to the Municipality on a monthly basis all of the following Information:

- (a) additions to, and deletions from, the full and complete list of the names and the addresses of persons and entities which or who report doing business during the preceding calendar year within the boundary of the Municipality;
- (b) a full and complete list of the persons and the entities specified in paragraph 12(a) which or who are more than sixty (60) days delinquent in filing and/or remitting municipal sales and use taxes pursuant to the Ordinances; and
- (c) a full and complete, list of all persons and all entities paying municipal sales and use tax under the Ordinances, and/or interest and penalties with respect thereto, and the amount of such remittances.

The Commission shall, upon written request of the Municipality, report to the Municipality on a quarterly basis all of the following information

- (a) the number of audits completed and assessments determined by the Commission with respect to municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances during the preceding calendar year; and

(b) the amount of additional municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances collected by the Commission during the preceding calendar year.

Commission also agrees to provide Municipality reports in addition to those outlined above under the following terms:

(a) The report is requested in writing or via e-mail, outlining the information required and regularity of the report.

(b) The report complies with all terms and statutes outlined within this agreement.

(c) The information requested is available to the Commission.

(d) Commission will be provided a minimum of sixty (60) days to compile new requests unless otherwise agreed.

The Commission shall monitor the administration, the collection and the enforcement of municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances. The Commission shall provide the Municipality such information as may be requested by the Municipality with respect to any protest or any refund of municipal sales or use taxes levied by the Municipality. The Municipality shall also be entitled to consult with the Commission's legal staff about protests and refunds and, to the extent that a protest or a refund involves one or more hearings, the Municipality shall, through legal counsel or other designated staff employed by the Municipality, be entitled to be present and observe such hearing(s); provided, however, the administrative law judge or the Commission may limit the number of counsel or other designated staff, if any, who may be present to the extent necessary to permit the hearing to be conducted in an orderly fashion and without undue trepidation on the part of the taxpayer.

To the extent that such documents and/or such information relates to municipal sales or use taxes, and/or interest and penalties with respect thereto, and is requested, at any time and from time to time by the Municipality, the Commission shall promptly provide to the Municipality (a) copies of applications for sales tax permits, (b) copies of sales or use tax reports, (c) copies of installment or other payment plans, if any, with taxpayers and (d) other documents and other information.

The Commission shall promptly notify the Municipality of any conduct which the Commission believes might be the basis for a criminal prosecution by the Municipality under the Ordinances and shall provide to the Municipality all of the documents and the information in the possession of the Commission with respect thereto, including, without limitation, the names of employees of the Commission who might be witnesses with respect thereto.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes, which makes the records and the files of the Commission confidential (subject to specified exceptions) and which prohibits disclosure of such records and such files (subject to specified exceptions), includes the Commission's records and files with respect to the receipt and the collection of municipal sales and use tax. Nothing contained herein is intended to require the Commission to disclose to the Municipality any information whose disclosure to the Municipality is prohibited by Section 205.

The Commission acknowledges that (a) Section 205(c)(7) of Title 68 of the Oklahoma Statutes permits the Commission to furnish information disclosed by the records and the files of the Commission to an official person or body of this state who is concerned with the administration or the assessment of certain taxes, such as the Municipality, (b) Section 205(c)(22) of Title 68 permits the disclosure to the governing body or municipal attorney, if so designated by the governing body, of information directly involved in the resolution of issues arising out of the enforcement of a municipal sales and use tax ordinance, such as the Ordinances, pursuant to a municipal tax collection agreement, such as this Agreement, and (c) Section 22-107 of Title 11 of the Oklahoma Statutes and Section 205.1 of Title 68 of the Oklahoma Statutes permits the Commission to release specified information to municipalities.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes may prevent the disclosure by the Municipality and persons associated with the Municipality of information which is provided by the Commission to the Municipality and that improper disclosure by the Municipality or any such person of such Information may result in civil and criminal liability. The Municipality shall comply with the restrictions imposed by Section 205.

13. In the event of termination of this Agreement, the Commission will cause to be paid over to the Municipality, all municipal sales and use tax funds in its possession then due and payable under this Agreement. The Municipality shall thereafter be liable for and shall pay any refunds of municipal sales or use tax required by law to be made, including refunds of municipal sales or use tax, penalty and interest paid under protest that must be refunded and any interest required thereon. After such termination, the Commission's liability shall extend only to the amount of such funds being held by it. The Municipality agrees to pay any interest required by law to be paid on such refunds.

14. The Commission shall have the authority to assess and to collect, on behalf of the Municipality, the municipal sales and use taxes levied by the Ordinances, and the interest and the penalties with respect thereto, including, without limitation, any municipal sales or use tax, interest and/or penalty existing on the date hereof.

The Municipality agrees to refrain from contacting directly persons or entities doing business within the boundary of the Municipality unless and until such contact is agreed to by Commission and Municipality in a rider to this Agreement for the purpose of the actual collection of sales and use taxes. Municipality does have the inherent

authority to contact vendors within and without the municipality concerning the vendor's alleged violation of municipal ordinances prior to the initiation of criminal prosecution.

The Municipality may inquire of the Commission into the compliance of persons and entities with the Ordinances and, to the extent that the Municipality determines that any person or any entity has not complied with the Ordinances, the Municipality may request the Commission to issue a proposed assessment against such person or such entity. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If, after said review, Commission believes that such request presents a basis for a proposed assessment, Commission shall issue a proposed assessment. Any such proposed assessment shall be resolved as provided in Sections 201 et seq. of Title 68 and the procedural rules promulgated by the Commission.

The Municipality may, at the option of the Municipality, request the Commission to initiate a show cause proceeding against a person or an entity which the Municipality believes, in good faith, not to be in compliance with the Ordinances or any provision thereof. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If after said review, Commission believes that such request presents a basis for a show cause proceeding, Commission shall initiate a show cause proceeding. Such show cause proceeding shall be conducted as provided in the procedural rules promulgated by the Commission.

The Commission and the Municipality acknowledge the mutual interest of the Commission and the Municipality in maximizing compliance with the Ordinances and the collection of local taxes thereunder. The Municipality may, at any time and from time to time, either alone or in conjunction with other municipalities, submit a written proposal for collection and enforcement activities for consideration by the Commission; provided, however, it is expressly understood that any such written proposal must provide for coordination with the collection and enforcement activities of the Commission, provide for the use of the then applicable audit standards of the Commission and otherwise be in form and in substance to the Commission. In the event that Municipality's proposal is accepted by Commission, Municipality will be authorized to conduct the activities included in such proposal on behalf of Commission and no other action will be authorized by the Commission by a municipality or municipalities not included in the accepted proposal.

Provided further that upon the request of the municipality, either alone or in conjunction with other municipalities, the Commission shall enter into contractual agreements with the municipality or group of municipalities whereby the municipality or group of municipalities are authorized to implement or augment the Commission's enforcement through a contract with a private auditor(s) or audit firm(s) of the municipal tax. The auditor(s) or audit firm(s) shall first be approved by the Commission and once approved shall be appointed as an agent of the Oklahoma Tax Commission for purposes of the audit. Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the

municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein. The Commission shall be furnished the audit results and all relevant supporting documentation. The municipalities shall pay for the private auditor(s) or audit firm(s) by deduction from the tax assessment resulting from said audit unless another method of payment is set out in the contract with the private auditor or audit firm. Any municipal sales and use tax funds recovered as a result of the use by the municipality of a private auditor or audit firm shall not be subject to the retention calculated by the Commission as provided in Paragraph 5 of this agreement, in addition the Commission shall pay to the municipality any retainage that the Commission shall be entitled to for collection of county sales and use tax and shall pay to the municipality the state's pro rata share of the expenses of the auditor. Provided further, the Commission shall have no obligation to any municipality that does not participate in an audit conducted under subsection D of Section 2702 of Title 68 of the Oklahoma Statutes or an audit conducted pursuant to this section.

Notice of a proposed independent audit shall be provided to the municipality and the municipality shall within 30 days provide acceptance or rejection of participation in the audit. Failure to act within the 30 day time period shall mean that the municipality shall not be included in the audit. Failure to act with respect to a particular independent audit within the 30 day time period shall relieve the Commission of its obligation to audit on behalf of the municipality with respect to that particular audit.

15. It is recognized and acknowledged that the Ordinances include criminal sanctions for violation of the Ordinances. Notwithstanding anything else contained herein, the Municipality shall have the exclusive authority to prosecute any criminal violations of the Ordinances and the Commission shall refrain from taking any such action. Nothing contained herein shall prevent the State of Oklahoma from prosecuting persons for crimes under state law, including, without limitation, embezzlement by a vendor of a municipal sales tax.

16. To the extent that the Municipality decides to prosecute criminally any action under this Agreement, the Commission and the Municipality shall cooperate, in good faith, to maximize collections under the Ordinances and to minimize duplicative effort by the Commission and the Municipality.

17. Where the municipality takes the action recognized by paragraph 15 of this Agreement for prosecution to enforce its sales or use tax ordinance, all taxes shall be paid by the taxpayer directly to the Commission. Any resulting payment of municipal tax shall not be subject to the retention calculated by the Commission for the collection of city sales and use taxes as provided in Paragraph 5 of this agreement, subject to the implementation plan established in paragraph 2B of this agreement.

18. The Commission has the authority to enter into an installment or other payment agreement with any taxpayer, including a taxpayer prosecuted under a municipal sales or use tax ordinance, for state and local taxes owed by the taxpayer. Commission will, through its use of a pay plan in order to keep a delinquent business open, collect the liability as quickly as possible by requiring a significant down payment and completion of the pay plan in as short a period as possible. The Municipality shall be entitled to consult with the Commission's legal staff about an installment or other payment agreement prior to negotiation of such an agreement. The installment or other payment agreement shall be void if the taxpayer becomes delinquent in future tax liability or payment under the agreement becomes delinquent. The Commission shall furnish a list of all sales and use taxpayers which have entered into agreements with the Commission on a monthly basis along with the terms, conditions and status of each such installment or payment agreement.

19. The Municipality agrees that, if there is a challenge to the constitutionality or the legality of the Ordinances or any provision thereof (other than a challenge based on the application by the Commission of the Ordinances or any provision thereof), the Municipality shall be responsible for the resolution of such challenge. If such a challenge is based on the application by the Commission of the Ordinances or any provision thereof, the Commission shall be responsible for the resolution of such challenge. The party responsible for the resolution of any challenge shall make all decisions with respect to the prosecution and the settlement of any litigation with respect to such challenge and the other party shall cooperate with the responsible party with respect to the resolution of such challenge. The Commission shall provide notice to the Municipality of any challenge. Notice will be provided within seven (7) business days of the receipt of the challenge and the municipality shall be allowed to participate in any decision.

20. The change in the boundary of Municipality shall be effective for sales tax purposes only, on the first day of a calendar quarter following the enlargement of the municipal city limits. If a municipality should de-annex a territory the sales tax from business or firms located in the de-annexed area shall cease on the effective date of the de-annexation ordinance. Municipality shall give the Commission notice in writing of any annexation or de-annexation of territory to the municipality at least as required by Title 68 Oklahoma Statutes Section 2701. The notice shall include a verified copy of the boundaries of the newly annexed or de-annexed territory. In addition all Municipality limit lines shall be shown in map form, and certified to the Commission by the municipal clerk.

21. Neither Municipality nor Commission has entered into this Agreement with the intention of violating state law or the provisions of the Streamlined Sales Tax Agreement. If it is determined by either party that any provision violates either state law or the Streamlined Sales Tax Agreement, such provision of the Agreement shall be null and void. The remaining provision of the Agreement shall be in effect until the expiration or termination of the Agreement.

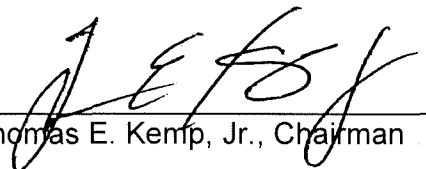
22. This Agreement shall be in effect from Aug 15, 2011 until Jun 30, 2014, and shall renew without action of the parties for additional terms of one (1) year provided that the current rate has not been changed and neither party has given written notice to the other party of its intent to terminate this Agreement prior to the expiration of the then current term. Either party may terminate this contract for any reason upon thirty (30) days written notice of its intent to terminate to the other party.

IN WITNESS WHEREOF, the parties have set their hands and affixed their official seals the day and year first above written.

THE MUNICIPALITY OF

OKLAHOMA TAX COMMISSION

A Municipal Corporation



Thomas E. Kemp, Jr., Chairman

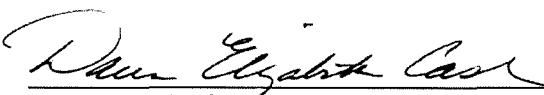
Mayor



Jerry Johnson, Vice-Chairman

ATTEST: (CITY SEAL)

Municipal Clerk



Dawn Cash, Secretary-Member

ATTEST: (STATE SEAL)

APPROVED:

Assistant Secretary – OTC

Director, Taxpayer Assistance Division

APPROVED BY THE CITY OF _____ LEGAL DEPARTMENT

BY _____ DATE _____

EXHIBIT A

RETENTION FEE AS OF 9/1/1989 PER TITLE 68-SEC.2702

RATE (%)			FEE			RATE (%)			FEE		
1%-1.99%	=		1.75%			2.5%	=		1.25%		
2%	=		1.50%			2.75%	=		1.12%		
2.25%	=		1.37%			3% or>	=		1.00%		

Regular Board of Commissioners

2. h.

Meeting Date: 10/03/2011

Refund from OMRF-DC for DonGoforth

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Don Goforth.

Regular Board of Commissioners

2. i.

Meeting Date: 10/03/2011

Refund OMRF-DC for Dan Cope

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Dan Cope.

Regular Board of Commissioners

2. j.

Meeting Date: 10/03/2011

Worker Comp Settlement

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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 10-721 for \$60,000. (OMAG will reimburse City in the amount of \$10,000 total)

Regular Board of Commissioners

2. k.

Meeting Date: 10/03/2011

Budget Amendment

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget amendment to cover Workers Comp Settlement.

Attachments

Budget Amend for Workers Comp Settlement

Estimated Revenue, Fund Balance, or Transfers IN

Appropriations

Approved by the City Commission this

Approved:

Mayor

Attest:

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

Regular Board of Commissioners

4.

Meeting Date: 10/03/2011

Mayor Proclamation

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Mayor's Proclamation:

"Fire Prevention Week"

October 10-14, 2011

Regular Board of Commissioners

5.

Meeting Date: 10/03/2011

Employee of the Month

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Regular Board of Commissioners

6.

Meeting Date: 10/03/2011

Resolution Rail Road

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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.

Attachments

Rail Road Support Resolution

RESOLUTION NO. _____

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.

WHEREAS, the advancement and continued economic growth is imperative to the state of Oklahoma and the City of Shawnee, and;

WHEREAS, the City of Shawnee fully realizes the importance of the our state's transportation links, along with the opportunities which are created by rail lines, and;

WHEREAS, economic prosperity and growth will be better supported to areas with these rail infrastructures being improved, and;

WHEREAS, fully utilizing the existing rail lines will increase access to markets for businesses served by this link, and;

WHEREAS, improved maintenance, repair, and revitalization of the Oklahoma rail lines will help relieve traffic congestion, reduce public safety hazards and diminish the amount of deterioration placed on our highways by heavy freight truck traffic, and;

WHEREAS, it has been clearly identified that businesses who are currently being served by rail, could see additional business benefits by reopening the Shawnee to McAlester line, and;

WHEREAS, business and commerce could be enriched and enhanced to communities where the rail service is now disrupted due to the rail lines being inoperable, and;

WHEREAS, the City of Shawnee feels such improvements would most certainly act as a catalyst for additional business expansion, development of new business opportunities and the ability to attract more capital investment within these communities.

NOW, THEREFORE, BE IT RESOLVED:

That the City of Shawnee respectfully requests that the Oklahoma Department of Transportation continue with its plans to seek federal funding which would allow for the reopening of the rail line between Shawnee and McAlester, Oklahoma.

Passed and approved this 3rd day of October, 2011.

Linda Peterson, Mayor

Attest:

Phyllis Loftis, City Clerk

Regular Board of Commissioners

7.

Meeting Date: 10/03/2011

Resplution - Airport Grant

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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).

Attachments

Resolution Grant Memo

Airport Grant Resolution

City of Shawnee Memorandum



To: Brian McDougal, City Manager
CC:
From: Rex B. Hennen, Assistant Airport Manager
Date: September 28, 2011
Re: Resolution to Accept the FAA Grant Offer for Airport Improvement
Program (AIP) Project No. 3-40-0088-015-2011 at Shawnee Regional
Airport

On September 6, 2011, the City of Shawnee submitted an application for an FAA grant for the purpose of financial assistance for the following project: REHABILITATE RUNWAY 17/35 – PHASE 2 (CONSTRUCTION); AND IMPROVE RUNWAY 17/35 SAFETY AREA – PHASE 2 (CONSTRUCTION), COS Project No. COS-PW-11-01, FAA AIP Project No. 3-40-0088-015-2011 at a total cost of \$3838,732.00 with the FAA paying \$3,524,411.00 with the remaining cost to the City of \$93,249.00 and to the OAC of \$221,006.00.

The City has successfully completed all the necessary requirements for the grant. In order to complete the process of entering into an agreement with the FAA, the Shawnee City Commission acting as the Shawnee Airport Authority must pass a resolution to accept the Grant Offer.

Attached is a copy of the proposed Resolution to accept the Grant Offer.

If you have any questions or if I can assist you in any way, please contact me at your convenience.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE GRANT AGREEMENT FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECT NO. 3-40-0088-015-2011, DUNS NO. 126176853 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)".

WHEREAS, the City of Shawnee Oklahoma, on September 6, 2011, submitted an application for Federal Assistance for the purpose of financial assistance for

REHABILITATE RUNWAY 17/35 – PHASE 2 (CONSTRUCTION); AND IMPROVE RUNWAY 17/35 SAFETY AREA – PHASE 2 (CONSTRUCTION),

at a total cost of \$3,838,732.00 with the FAA paying \$3,524,477.00 and the remaining cost to the City of \$93,249.00 and the OAC of \$221,006.00 all at Shawnee Regional Airport, and

WHEREAS, it is deemed to be in the best interest of the City of Shawnee Oklahoma, and its inhabitants thereof, to accept the offer of financial assistance from the FAA and to approve the Grant Agreement at the time of issuance by the FAA.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE OKLAHOMA:

That, the City of Shawnee, Oklahoma by passage of this Resolution, hereby accepts the Grant Agreement from the United States of America (acting thru the Federal Aviation Administration) for Airport Improvement Program (AIP) Project No. 3-40-0088-015-2011, DUNS No. 09-160-2441, for "REHABILITATE RUNWAY 17/35 – PHASE 2 (CONSTRUCTION); AND IMPROVE RUNWAY 17/35 SAFETY AREA – PHASE 2 (CONSTRUCTION)".

PASSED AND APPROVED this _____ day of _____, 2011.

LINDA PETERSON, Mayor

ATTEST:

PHYLLIS LOFTIS, City Clerk

APPROVED AS TO FORM AND LEGALITY this _____ day of _____, 2011

MARY ANN KARNS, City Attorney

Regular Board of Commissioners

8.

Meeting Date: 10/03/2011

Resolution ODOT ROW Hwy 102

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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}

Attachments

ODOT ROW Resolution

ODOT ROW Agreement

RESOLUTION NO. _____

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}

WHEREAS, it appearing reasonable and necessary for the City of Shawnee, Pottawatomie County, Oklahoma, to execute a Right-of-Way, Public Utility and Encroachment Agreement in connection with the construction of a public project known as Project No. SSP-163C(165)SS, Job No. 21788(04)Construction, (05)R/W, (06)Utilities, in accordance with the terms and tenor of 69 O.S. 2001 Sections 1205, 1206, 1401, and 1403.

NOW, THEREFORE, BE IT RESOLVED by the City of Shawnee, Oklahoma, sitting in regular session that such contract be entered into and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

Passed and Approved this 3rd day of October, 2011.

Linda Peterson, Mayor

ATTEST:

Phyllis Loftis, City Clerk



OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 N.E. 21st Street
Oklahoma City, OK 73105-3204

September 20, 2011

The Honorable Linda Peterson, Mayor
City of Shawnee
PO BOX 1448
16 W. 9th
Shawnee, Oklahoma 74802

RE: Right-of-Way, Public Utility and Encroachment Agreement
Federal Project Number – SSP-163C(165)SS
State Project Number - J/P 21788(04)Construction, (05)R/W, (06)Utilities
Pottawatomie County
SH-102, From 3.06 mi. North of SH-9, North to 0.35 mi. South of I-40

Dear Mayor Peterson:

This letter is to remind you that the agreements (4 completed copies of attachment) for these projects are now due. These agreements must be executed by the City and the Department before the Right-of-Way & Utilities Division can proceed with right-of-way acquisition and the relocation of utilities.

If the City is experiencing difficulties regarding the commitments stipulated in the agreement, *please notify me in writing* of these issues so that they can be addressed expeditiously.

If you have any questions please feel free to contact me in writing at the above address, by telephone at (405)522-1452 or via E-mail at BBrown@odot.org.

Sincerely,

A handwritten signature in blue ink that reads "Brenda Brown".

Brenda Brown, Project Manager
Right-of-Way & Utilities Division
Project Management Branch

Attachment: Right-of-Way, Public Utility and Encroachment Agreement

cc: Division Engineer, Division III
Central File
Project File

**RIGHT-OF-WAY, PUBLIC UTILITY
AND ENCROACHMENT AGREEMENT**

This Agreement, entered into between the City of Shawnee, Pottawatomie County, Oklahoma, hereinafter the City and the Department of Transportation of the State of Oklahoma, hereinafter the Department, in connection with the location and improvement of a portion of the State Highway System within the corporate limits of the City, now designated as State Highway 102 under plans and specifications for Project No. SSP-163C(165)SS, State Job No. 21788(04) Construction, (05) R/W, (06) Utilities.

WITNESSETH

WHEREAS, it is mutually agreed between the parties that certain improvements should be made to the highway now as follows:

That the Department proposes construction of SH-102: From 3.06 mi North of SH-9, North to 0.35 Mi South of I-40.

WHEREAS, legislative authorization and the rules, regulations, and policies of the Department provide the basis of cooperation between the parties to effect such highway improvements.

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway, acknowledges receipt of and adopts the plans for said project as the official Widen & Resurface plans of the City for its streets, boulevards, or arterial highway included therein.
2. That prior to the advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
 - (a) Grant to the Department and its contractors, the right-of-entry to and the use of all existing streets, alleys, and other City owned property when required, and other rights-of-way shown on said plans. Further, City shall not permit the vacation of any such street, alley or other rights-of-way within the limits of the project without the prior written approval of Chief, Right-of-Way & Utilities Division, Department of Transportation, State of Oklahoma.

- (b) Remove at its own expense, or cause the removal of, all encroachments on the existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations. Said removal shall be accomplished immediately on execution of this agreement and shall include necessary legal action where required.
- (c) Prohibit parking on that portion of the project within the corporate limits of the City.
- (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulations for Oklahoma Highways" Rev. 5/96, in compliance with current Oklahoma Highway Commission Policy, 69 O.S. 2001 Section 1210.
- (e) Maintain all right-of-way acquired for the construction of this project as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

3. That City will:

- (a) Determine and locate, with the Department's approval, a detour route over existing City streets, if a re-routing of traffic or a detour is necessary during the period of construction.
- (b) Be responsible, during or subsequent to construction, for all costs, for the operation and any maintenance necessary to the approved detour route over existing City streets, or any other street as a result of additional traffic.
- (c) Be responsible for all costs for repairs or maintenance to any City street, during or subsequent to construction, which results from additional traffic where construction is performed under traffic.

- (d) To the extent permitted by the *Oklahoma Governmental Tort Claims Act*, Title 51 Oklahoma Statutes, 2001, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, Section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall required the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Oklahoma Governmental Tort Claims Act, 51 O.S. 2001 § 151 *et seq.*, all such limitations, exemptions, and defenses shall be available to and maybe asserted by City. No liability shall attach to the Department except as expressly provided herein. Said indemnifications shall include all causes of action arising from contract, tort, negligence, condemnation or inverse condemnation.
- (e) Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ-s *General Permit OKR10*, dated September 13, 2002, or latest revision to secure a storm water permit with the ODEQ, for utility relocations, when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

4. That subsequent to the construction of said project, City will:

- (a) Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.
- (b) Erect, maintain, and operate traffic control signals, including speed limit and traffic control signs, only in accordance with 47 O.S. 2001, Sections 15-104, 15-105 and 15-106, and subject to the approval, direction and control of the Department.

- (c) Regulate and control traffic on said project, including, but not limited to, the speed of vehicles, parking stopping and turns, in accordance with 47 O.S. 2001 Sections 15-104, et. seq. and to make no changes in the provisions thereof without the approval of the Department.
- (d) Maintain all that part of said project within the corporate limits of the Underwriter between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. 2001 Section 901 and all other applicable law.

The City shall also maintain any public road on Department owned right-of-way not connected to the highway nor allowing access to the highway. All maintenance shall be in accordance with 69 O.S. 2001 Section 901 and all other applicable law.

- 5. That all covenants of this Agreement shall apply to any area hereinafter annexed to the City which lies within the limits of this project.
- 6. That City will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.
- 7. That the participation in the necessary adjustments of utilities between the undersigned parties shall be as follows:
 - (a) The Department shall coordinate all the necessary utility adjustments with the owner(s) having utility facilities within the project limits.
 - (b) The City and the Department shall equally share, and each shall be financially responsible for one-half, the total cost of adjustments of any and all utility facilities presently located on and in privately owned right-of-way necessary to accommodate the construction of said project, whether such utilities are publicly or privately owned, including all pipelines, water lines, telephone lines, fiber optic cables, power lines, sewer lines, fire hydrants, light poles, and other such service installations. In the event the Department secures federal financial participation in the cost of these utility adjustments, the City shall not participate in the cost of adjusting City-owned utility facilities on private right-of-way. The local share of such costs shall be borne solely by the Department.
 - (c) Any and all monetary expenditures necessary to accomplish the adjustments of utility facilities presently located on and in public right-of-way shall be borne entirely by the owner(s) of the affected utilities except those public water and sanitary sewer systems specifically exempt in 69 O.S. 2001 Section 1403(e). The City shall protect and indemnify the State from any expenses and liabilities resulting from these utility adjustments.

It is further agreed and understood between the parties that the City will pay to the Department the City's share of the actual utility adjustment costs of utility facilities relocated from private right-of-way promptly upon receipt of the Department's statement as the amounts become known.

IN CONSIDERATION of the grants and covenants by the City herein contained and the faithful performance thereof by the City, the Department agrees to construct said project in accordance with said plans and specifications; provided that the right to make such changes in the plans and specifications as are necessary for the proper construction of said project is reserved to the Department.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the _____ day of _____, 20____, and the State on the _____ day of _____, 20____.

ATTEST:

CITY OF SHAWNEE

CITY CLERK

MAYOR

REVIEWED AND APPROVED AS TO
FORM AND LEGALITY

STATE OF OKLAHOMA
DEPARTMENT OF
TRANSPORTATION

CHIEF, LEGAL DIVISION (ODOT)

DIRECTOR

Regular Board of Commissioners

9.

Meeting Date: 10/03/2011

Resolution Surplus Airport Items

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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.

Attachments

Airport Surplus Memo

Resolution Airport Surplus to South Central

City of Shawnee Memorandum



To: Brian McDougal, City Manager
CC: City Commission
From: Rex B. Hennen, Assistant Airport Manager
Date: September 28, 2011
Re: Surplus Old Airport Terminal Furniture

The Airport Advisory Board, at their August 17, 2011 meeting, voted to recommend to the City Commission that the furnishings from the old terminal building be surplus and donated to a charitable organization with South Central Industries being the recommended organization.

The following is a list of the items:

- 3 Desk Chairs
- 1 Fabric Couch and Love Seat
- 2 Vinyl Couches
- 1 Vinyl Love Seat
- 3 Tables
- 2 Office Desks
- 3 Wooden End Tables
- 1 Wooden Coffee Table
- 1 Metal Book Case
- 1 Metal 2 Drawer File
- 13 Chairs (Various Styles)
- 2 Dinette Tables

Staff concurs with the Airport Advisory Board's recommendation.

Please contact me if you have any questions.

RESOLUTION NO. _____

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.

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

That the items of personal property are described as:

- 3 Desk Chairs
- 1 Fabric Couch and Love Seat
- 2 Vinyl Couches
- 1 Vinyl Love Seat
- 3 Tables
- 2 Office Desks
- 3 Wooden End Tables
- 1 Wooden Coffee Table
- 1 Metal Book Case
- 1 Metal 2 Drawer File
- 13 Chairs (Various Styles)
- 2 Dinette Tables

Said property is hereby declared city owned items which are a surplus and no longer needed for city purposes; that the City of Shawnee is authorized to donate this item to the South Central Industries.

Adopted this 3rd day of October, 2011

LINDA PETERSON, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

Regular Board of Commissioners

10. a.

Meeting Date: 10/03/2011

Tapping Machine Valve Insertion Machine Bid Open

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Tapping Machine, Valve Insertion Equipment (Open)

Attachments

Bidders List Valve Insertion Equip

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 36th 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
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 15th
Oklahoma City, OK
405-495-0699 phone
405-495-2016 fax

Regular Board of Commissioners

10. b.

Meeting Date: 10/03/2011

Refurbish Screw Pumps Bid Award

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Notice to Bid and Bid List Screw Pump

Bid Tab Screw Pump

NOTICE TO BIDDERS

Sealed BIDS will be received by the Shawnee Municipal Authority/City of Shawnee, Beneficiary, 16 W. 9th Street, P.O. Box 1448, Shawnee, Oklahoma 74802-1448, until 4:00 p.m., Monday, September 19, 2011, for:

CONTRACT NO. COS-SMA-12-01
BID: REFURBISH SCREW PUMPS

Instructions and BID documents are available to qualified bidders at the office of the Utility Director, 111 S. Kickapoo, Shawnee, Oklahoma 74801.

A BID FORM will be issued by the Shawnee Municipal Authority/City of Shawnee, Beneficiary. Each BID shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

CONTRACT NO. COS-SMA-12-01
BID: REFURBISH SCREW PUMPS
SEPTEMBER 19, 2011

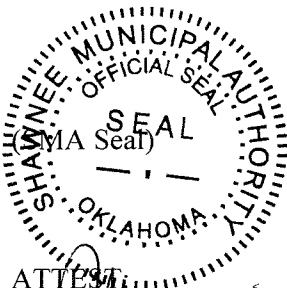
The purpose of this specification is to provide long term protection and improvement to the operation of Screw Pumps with new equipment at the Northside Wastewater Treatment Plant. BIDDERS must obtain Bid Documents directly from the Shawnee Municipal Authority/City of Shawnee, Beneficiary in order for Bids to be acknowledged.

The ORIGINAL BID shall be filed with the City Clerk of the City of Shawnee, 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.

The BIDS filed with the City Clerk will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers at 16 W. 9th Street, Shawnee, Oklahoma, at 6:30 p.m., Monday, September 19, 2011.

Please call (405) 273-1960 to request a Bid packet to be mailed to you.

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



Phyllis Loftis
Phyllis Loftis, Authority Secretary

SHAWNEE MUNICIPAL AUTHORITY
CITY OF SHAWNEE, BENEFICIARY
A MUNICIPAL CORPORATION

By: 
Brian E. McDougal, General Manager

BIDDER LIST

CONTRACT NO. COS-SMA-12-01
REFURBISH SCREW PUMPS

ePlan
3338 Brown Station Road
Columbia, MO 65202
Office 573-814-1765 Fax: 573-814-1726

Haynes Equipment Company
117 NW 132nd Street
Oklahoma City, Ok. 73114

Bid Ocean
P.O. Box 40445
Grand Junction, Co. 81504
Office 866-585-7455 Fax 877-356-9704

Bowen Construction
8636 S.W. 2nd Street
Oklahoma City, Ok. 73128
Office 405-789-1800

Bid News Construction Reports
5727 S. Garnett Rd, Suite H
Tulsa, Ok 74146
Office 405-415-2530 Fax 405-415-2534

Sidener Environmental
1829 Borman Circle Drive
St. Louis, Missouri 63146
Office 800-528-2887 Fax 314-991-3527

Belzona
Attn: Drew
P. O. Box 814068
Dallas, Tx. 75381
Office 405-204-5195 Fax 866-397-2297

Howard Construction
P.O. Box 1685
Ardmore, Ok. 73402
Office 580-226-4700 Fax 580-226-4712

D'Barco
Attn: Doug Barton
11808 Sorrento Lane
Oklahoma City, Ok. 73170
Office 405-535-7473 Fax 405-703-2688

Dodge/AGC Plan Room
605 NW 13th Street, Suite B
Oklahoma City, OK 73103
Phone: 405-521-0018
Fax: 405-521-0232

Tonto Construction
8101 W 33rd ST
Muskogee, OK 74401-8341
918-682-6762

Rice Painting
PO Box 2524
Ponca City, OK 74602
580-767-3229 ph & fx

Southwest Construction News Service
2811 NW 36th Street
Oklahoma City, OK 73112
Phone: 405-948-7474
Fax: 405-948-8455

Central Contracting Services
17301 S Sunnyslane Rd, Norman
OK 73071-7917
(405) 895-6250
(405) 895-6249

FSC
PO Box 721577
Oklahoma City, OK 73172
Phone: 866-908-5564
Fax: 866-493-9558

AIM
18690 S Joplin Ave
Bixby, OK 74008
Phone: 918-398-9384
Fax: 918-512-4386

Ideal Construction, Inc.
1401 Beacon
Muskogee, OK 74403

Urban Contractors, Inc
7113 N. Bryant Ave.
Oklahoma City, OK 73121
Office 405-478-5370 Fax 405-478-5618

L & L Construction, Inc.
P.O. Box 36
Jenks, Oklahoma 74037
918-299-2600

Ray Elam
Epic International
10993 Richardson Road
Ashland Virginia 23005

J. S. Haren Co.
P.O. Box 450
Athens, Tennessee 37371
423-745-5000

Bid News
5727 S Garnett Rd Ste H
Tulsa, OK 74146

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

BID TABULATION SHEET
REFURBISH SCREW PUMPS
NORTHSIDE WASTEWATER TREATMENT PLANT

Contract No. COS-SMA-12-01

SEPTEMBER 19, 2011

<u>BIDDER</u>	<u>AMOUNT</u>
<u>RICE PAINTING & SANDBLASTING, LLC</u> Ponca City, OK	<u>No Bid</u>
<u>URBAN CONTRACTORS, INC</u> Oklahoma City, OK	<u>183,000.00</u> <i>Rebuild 40 bearings 2901</i> <u>A/T - 3,500.00</u>
<u>J.S. HAREN COMPANY</u> Athens, TN	<u>171,700.00</u>
<u>WYNN CONSTRUCTION CO., INC</u> Oklahoma City, OK	<u>186,000.00</u>
<u> </u>	<u> </u>

Regular Board of Commissioners

10. c.

Meeting Date: 10/03/2011

Lake Road Bridge Bid Award

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Lake Road Bridge Bid Award

Lake Road Bridge Consultant Recommendation

Lake Road Bridge Bid Tab 1

Lake Road Bridge Bid Tab 2

Mayor
LINDA PETERSON



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

Commissioners
PAM STEPHENS
FRANK SIMS
JAMES HARROD
BILLY COLLIER
JOHN WINTERRINGER
STEVE SMITH

MEMORANDUM

Date: September 28, 2011

To: Brian McDougal, City Manager

From: John Krywicki, P.E., City Engineer

Re: Recommendation of Award for Contract No. COS-PW-11-03
Lake Road Bridge Rehabilitation Project

At the September 6, 2011 City Commission meeting, bids were opened for the above referenced project. We received bids from four different bridge contractors and have tabulated their bid results (attached).

Upon review of the submitted bids, the lowest and best bid was submitted by PbX Corporation in the amount of \$630,316.30. However, that amount exceeds the Engineers estimate and the amount budgeted for the project. We requested our bridge consultant (Guy Engineering) to review the plans and bid specs to see if any items could be reduced from the project, and they are recommending that nine items could be deleted at a cost of \$73,516, thus, making the project cost at \$556,800.03.

We would have to award the project in the full amount of \$630,316.30, then Change Order down to that \$556,800.03 amount, which is what Staff will recommend to the City Commission at their October 3, 2011 Commission meeting.

If you have any questions or need additional information, please advise.

John Krywicki

From: Aaron Peck [aaron@guyengr.com]
Sent: Monday, September 12, 2011 11:57 AM
To: John Krywicki
Cc: Julie Guy
Subject: Lake Road Bridge Rehab Bid Tabulations
Attachments: COS-PW-11-03~BID TAB~LAKE RD BRIDGE REHAB - Removable Items.xlsx

John,

I am sending you back the bid tabs, with the items that can be removed separated from the base bid.

The change in cost from the lowest bidder appears to be \$73,516.

Some of the items I am recommending are several that would be in regards to installing new guardrail at the ends of the bridge, and all associated items, which would be the excavation, borrow, separator fabric, traffic bound surface course, removal of existing guardrail, w-beam rail, and GETs.

I am also recommending removing the painting bridge rail item. It is \$43,360, and although it will help aesthetically with the bridge, and offer protection for the railing, it could be done at another time, possibly by city forces. I am also recommending removing the riprap and filter fabric items. These could also be done later, by city forces, or in another maintenance contract.

The remaining items are needed to address the structural deficiencies in the bridge deck, superstructure and substructure.

After removing these items, the low bidder should be at \$556,800.30

Please let me know what if these recommendations work for you.

Thanks,

Aaron Peck, PE
Civil Engineer/Bridge Inspector



Guy Engineering Services, Inc.

10759 East Admiral Place

Tulsa, OK 74116

918-437-0282

918-437-0455 Fax

www.guyengr.com

Engineering safe and lasting infrastructure solutions for our communities.

9/29/2011

COS-PW-11-03 - LAKE RD BRIDGE REHABILITATION PROJECT

ITEM NO.	Spec. No	DESCRIPTION	QNTY. NO.	UNIT	PbX Corporation		C-P Integrated Services		Meridian Contracting, Inc		Wildcat Construction Co	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	202(A)	Unclassified Excavation	44.00	C.Y.	\$ 18.00	\$ 792.00	\$ 16.05	\$ 706.20	\$ 15.00	\$ 660.00	\$	\$ 22.00
2.	202(D)	Unclassified Borrow	50.00	C.Y.	\$ 50.00	\$ 2,500.00	\$ 21.87	\$ 1,093.50	\$ 65.00	\$ 3,250.00	\$	\$ 39.00
3.	325	Separator Fabric	196.00	S.Y.	\$ 9.00	\$ 1,764.00	\$ 16.93	\$ 3,318.28	\$ 5.00	\$ 980.00	\$	\$ 5.20
4.	402(E)	Traffic Bound Surface Course (Type E)	44.00	C.Y.	\$ 80.00	\$ 3,520.00	\$ 21.95	\$ 965.80	\$ 90.00	\$ 3,960.00	\$	\$ 52.00
5.	411©	Superpave, Type S4(Pg 70-28 OK)	52.00	Ton	\$ 200.00	\$ 10,400.00	\$ 119.51	\$ 6,214.52	\$ 250.00	\$ 13,000.00	\$	\$ 200.00
6.	412	Cold Milling Pavement	462.00	S.Y.	\$ 20.00	\$ 9,240.00	\$ 6.61	\$ 3,053.82	\$ 30.00	\$ 13,860.00	\$	\$ 20.00
7.	619(B)	Removal of Guardrail	200.00	L.F.	\$ 2.00	\$ 400.00	\$ 2.64	\$ 528.00	\$ 4.00	\$ 800.00	\$	\$ 2.00
8.	623(A)	Beam Guardrail W-beam Single	100.00	L.F.	\$ 25.00	\$ 2,500.00	\$ 32.73	\$ 3,273.00	\$ 40.00	\$ 4,000.00	\$	\$ 24.75
9.	623(G)	Guardrail End Treatment (GET)	4.00	EA.	\$ 2,100.00	\$ 8,400.00	\$ 2,776.99	\$ 11,107.96	\$ 3,300.00	\$ 13,200.00	\$	\$ 2,100.00
10.	501(G)	CLSM Backfill	10.00	C.Y.	\$ 350.00	\$ 3,500.00	\$ 128.27	\$ 1,282.70	\$ 500.00	\$ 5,000.00	\$	\$ 500.00
11.	504©	Sealed Expansion Joint	145.00	L.F.	\$ 300.00	\$ 43,500.00	\$ 292.02	\$ 42,342.90	\$ 330.00	\$ 47,850.00	\$	\$ 425.00
12.	504(G)	Rapid Cure Joint Sealant	140.00	L.F.	\$ 20.00	\$ 2,800.00	\$ 17.79	\$ 2,490.60	\$ 3.00	\$ 420.00	\$	\$ 29.00
13.	505(B)	Removing Existing Overlay	1,685.00	S.Y.	\$ 35.00	\$ 58,975.00	\$ 26.38	\$ 44,450.30	\$ 70.00	\$ 117,950.00	\$	\$ 65.00
14.	505(A)	Bridge Deck Concrete Overlay	1,685.00	S.Y.	\$ 80.00	\$ 134,800.00	\$ 60.00	\$ 101,100.00	\$ 96.00	\$ 161,760.00	\$	\$ 88.00
15.	512	Cleaning and Painting Bridge Metal Rail	1,084.00	L.F.	\$ 40.00	\$ 43,360.00	\$ 26.45	\$ 28,671.80	\$ 30.00	\$ 32,520.00	\$	\$ 24.00
16.	513(B)	Class B Bridge Deck Repair	505.00	S.Y.	\$ 175.00	\$ 88,375.00	\$ 197.75	\$ 99,863.75	\$ 80.00	\$ 40,400.00	\$	\$ 100.00
17.	513©	Class C Bridge Deck Repair	64.00	S.Y.	\$ 575.00	\$ 36,800.00	\$ 407.46	\$ 26,077.44	\$ 550.00	\$ 35,200.00	\$	\$ 420.00
18.	521(A)	Pneumatically Placed Mortar	80.00	S.Y.	\$ 690.00	\$ 55,200.00	\$ 1,673.44	\$ 133,875.20	\$ 225.00	\$ 18,000.00	\$	\$ 760.00
19.	601(B)	Type 1-A Plain Riprap	106.00	Ton	\$ 60.00	\$ 6,360.00	\$ 48.21	\$ 5,110.26	\$ 80.00	\$ 8,480.00	\$	\$ 42.00
20.	601(I)	Filter Fabric (Riprap)	112.00	S.Y.	\$ 35.00	\$ 3,920.00	\$ 19.60	\$ 2,195.20	\$ 5.00	\$ 560.00	\$	\$ 34.00
21.	884(A)	Bridge Guardrail Retrofit	100.00	L.F.	\$ 70.00	\$ 7,000.00	\$ 46.28	\$ 4,628.00	\$ 30.00	\$ 3,000.00	\$	\$ 130.00
22.	884©	Remove Bridge Rail & Posts (Steel)	100.00	L.F.	\$ 8.00	\$ 800.00	\$ 6.61	\$ 661.00	\$ 60.00	\$ 6,000.00	\$	\$ 9.70
23.	823	(SP) Portable Traffic Signal System	120.00	S.D.	\$ 230.00	\$ 27,600.00	\$ 330.04	\$ 39,604.80	\$ 175.00	\$ 21,000.00	\$	\$ 230.00
24.	855(A)	Traffic Stripe (Plastic) (4" Wide)	2,970.00	L.F.	\$ 0.45	\$ 1,336.50	\$ 0.60	\$ 1,782.00	\$ 2.00	\$ 5,940.00	\$	\$ 0.45
25.	855(A)	Traffic Stripe (Plastic) (24" Wide)	24.00	L.F.	\$ 2.20	\$ 52.80	\$ 2.91	\$ 69.84	\$ 20.00	\$ 480.00	\$	\$ 2.20
26.	877(B)	Deliver Portabel Longitudinal Barrier	1,000.00	L.F.	\$ 20.00	\$ 20,000.00	\$ 41.26	\$ 41,260.00	\$ 26.00	\$ 26,000.00	\$	\$ 30.00
27.	877©	Relocate Portable Longitudinal Barrier	1,000.00	L.F.	\$ 5.00	\$ 5,000.00	\$ 2.64	\$ 2,640.00	\$ 2.00	\$ 2,000.00	\$	\$ 3.00
28.	880(B)	Construction Signs 0 To 6.25 SF	900.00	S.D.	\$ 0.10	\$ 90.00	\$ 0.13	\$ 117.00	\$ 2.50	\$ 2,250.00	\$	\$ 0.10
29.	880(B)	Construction Signs 16 To 32.99 SF	1,125.00	S.D.	\$ 2.00	\$ 2,250.00	\$ 2.64	\$ 2,970.00	\$ 3.50	\$ 3,937.50	\$	\$ 2.00
30.	880©	Construction Barricades (Type III)	360.00	S.D.	\$ 1.10	\$ 396.00	\$ 1.32	\$ 475.20	\$ 3.00	\$ 1,080.00	\$	\$ 1.10
31.	880(E)	Warning Lights (Type A)	1,620.00	S.D.	\$ 0.40	\$ 648.00	\$ 0.53	\$ 858.60	\$ 0.60	\$ 972.00	\$	\$ 0.40
32.	880(F)	Drums	3,960.00	S.D.	\$ 0.50	\$ 1,980.00	\$ 0.66	\$ 2,613.60	\$ 0.90	\$ 3,564.00	\$	\$ 0.50
33.	641	Mobilization	1.00	L.S.	\$ 46,057.00	\$ 46,057.00	\$ 30,000.00	\$ 30,000.00	\$ 61,526.50	\$ 61,526.50	\$	\$ 44,000.00
TOTAL AMOUNT OF BASE BID					\$ 630,316.30		\$ 645,401.27		\$ 659,600.00			

COS-PW-11-03 - LAKE RD BRIDGE REHABILITATION PROJECT

ITEM		DESCRIPTION	QNTY.		Wildcat Construction Co	
NO.	Spec. No		NO.	UNIT	TOTAL	
1.	202(A)	Unclassified Excavation	44.00	C.Y.	\$	968.00
2.	202(D)	Unclassified Borrow	50.00	C.Y.	\$	1,950.00
3.	325	Separator Fabric	196.00	S.Y.	\$	1,019.20
4.	402(E)	Traffic Bound Surface Course (Type E)	44.00	C.Y.	\$	2,288.00
5.	411©	Superpave, Type S4(Pg 70-28 OK)	52.00	Ton	\$	10,400.00
6.	412	Cold Milling Pavement	462.00	S.Y.	\$	9,240.00
7.	619(B)	Removal of Guardrail	200.00	L.F.	\$	400.00
8.	623(A)	Beam Guardrail W-beam Single	100.00	L.F.	\$	2,475.00
9.	623(G)	Guardrail End Treatment (GET)	4.00	EA.	\$	8,400.00
10.	501(G)	CLSM Backfill	10.00	C.Y.	\$	5,000.00
11.	504©	Sealed Expansion Joint	145.00	L.F.	\$	61,625.00
12.	504(G)	Rapid Cure Joint Sealant	140.00	L.F.	\$	4,060.00
13.	505(B)	Removing Existing Overlay	1,685.00	S.Y.	\$	109,525.00
14.	505(A)	Bridge Deck Concrete Overlay	1,685.00	S.Y.	\$	148,280.00
15.	512	Cleaning and Painting Bridge Metal Rail	1,084.00	L.F.	\$	26,016.00
16.	513(B)	Class B Bridge Deck Repair	505.00	S.Y.	\$	50,500.00
17.	513©	Class C Bridge Deck Repair	64.00	S.Y.	\$	26,880.00
18.	521(A)	Pneumatically Placed Mortar	80.00	S.Y.	\$	60,800.00
19.	601(B)	Type 1-A Plain Riprap	106.00	Ton	\$	4,452.00
20.	601(I)	Filter Fabric (Riprap)	112.00	S.Y.	\$	3,808.00
21.	884(A)	Bridge Guardrail Retrofit	100.00	L.F.	\$	13,000.00
22.	884©	Remove Bridge Rail & Posts (Steel)	100.00	L.F.	\$	970.00
23.	823	(SP) Portable Traffic Signal System	120.00	S.D.	\$	27,600.00
24.	855(A)	Traffic Stripe (Plastic) (4" Wide)	2,970.00	L.F.	\$	1,336.50
25.	855(A)	Traffic Stripe (Plastic) (24" Wide)	24.00	L.F.	\$	52.80
26.	877(B)	Deliver Portabel Longitudinal Barrier	1,000.00	L.F.	\$	30,000.00
27.	877©	Relocate Portable Longitudinal Barrier	1,000.00	L.F.	\$	3,000.00
28.	880(B)	Construction Signs 0 To 6.25 SF	900.00	S.D.	\$	90.00
29.	880(B)	Construction Signs 16 To 32.99 SF	1,125.00	S.D.	\$	2,250.00
30.	880©	Construction Barricades (Type III)	360.00	S.D.	\$	396.00
31.	880(E)	Warning Lights (Type A)	1,620.00	S.D.	\$	648.00
32.	880(F)	Drums	3,960.00	S.D.	\$	1,980.00
33.	641	Mobilization	1.00	L.S.	\$	44,000.00
TOTAL AMOUNT OF BASE BID					\$	663,409.50

ITEM			QNTY.	ENGINEER'S ESTIMATE		ENGINEER'S ESTIMATE	PbX Corporation	PbX Corporation	C-P Integrated Services	C-P Integrated Services	Meridian Contracting, Inc	Meridian Contracting, Inc	Wildcat Construction Co	Wildcat Construction Co		
NO.	Spec. No	DESCRIPTION	NO.2	UNIT	UNIT PRICE3	Total2	UNIT PRICE5	TOTAL6	UNIT PRICE7	TOTAL8	UNIT PRICE9	TOTAL10	UNIT PRICE15	TOTAL16	Average Unit Price	
5.	411(C)	Superpave, Type S4(Pg 70-28 OK)	52.00	Ton	\$ 75.00	\$ 3,900.00	\$ 200.00	\$ 10,400.00	\$ 119.51	\$ 6,214.52	\$ 250.00	\$ 13,000.00	\$ 200.00	\$ 10,400.00	\$	192.38
6.	412	Cold Milling Pavement	462.00	S.Y.	\$ 5.00	\$ 2,310.00	\$ 20.00	\$ 9,240.00	\$ 6.61	\$ 3,053.82	\$ 30.00	\$ 13,860.00	\$ 20.00	\$ 9,240.00	\$	19.15
						\$ 6,210.00		\$ 19,640.00		\$ 9,268.34		\$ 26,860.00		\$ 19,640.00		
10.	501(G)	CLSM Backfill	10.00	C.Y.	\$ 105.00	\$ 1,050.00	\$ 350.00	\$ 3,500.00	\$ 128.27	\$ 1,282.70	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$	369.57
11.	504@	Sealed Expansion Joint	145.00	L.F.	\$ 250.00	\$ 36,250.00	\$ 300.00	\$ 43,500.00	\$ 292.02	\$ 42,342.90	\$ 330.00	\$ 47,850.00	\$ 425.00	\$ 61,625.00	\$	336.76
12.	504(G)	Rapid Cure Joint Sealant	140.00	L.F.	\$ 25.00	\$ 3,500.00	\$ 20.00	\$ 2,800.00	\$ 17.79	\$ 2,490.60	\$ 3.00	\$ 420.00	\$ 29.00	\$ 4,060.00	\$	17.45
13.	505(B)	Removing Existing Overlay	1,685.00	S.Y.	\$ 7.00	\$ 11,795.00	\$ 35.00	\$ 58,975.00	\$ 26.38	\$ 44,450.30	\$ 70.00	\$ 117,950.00	\$ 65.00	\$ 109,525.00	\$	49.10
14.	505(A)	Bridge Deck Concrete Overlay	1,685.00	S.Y.	\$ 45.00	\$ 75,825.00	\$ 80.00	\$ 134,800.00	\$ 60.00	\$ 101,100.00	\$ 96.00	\$ 161,760.00	\$ 88.00	\$ 148,280.00	\$	81.00
16.	513(B)	Class B Bridge Deck Repair	505.00	S.Y.	\$ 250.00	\$ 126,250.00	\$ 175.00	\$ 88,375.00	\$ 197.75	\$ 99,863.75	\$ 80.00	\$ 40,400.00	\$ 100.00	\$ 50,500.00	\$	138.19
17.	513@	Class C Bridge Deck Repair	64.00	S.Y.	\$ 500.00	\$ 32,000.00	\$ 575.00	\$ 36,800.00	\$ 407.46	\$ 26,077.44	\$ 550.00	\$ 35,200.00	\$ 420.00	\$ 26,880.00	\$	488.12
18.	521(A)	Pneumatically Placed Mortar	80.00	S.Y.	\$ 750.00	\$ 60,000.00	\$ 690.00	\$ 55,200.00	\$ 1,673.44	\$ 133,875.20	\$ 225.00	\$ 18,000.00	\$ 760.00	\$ 60,800.00	\$	837.11
21.	884(A)	Bridge Guardrail Retrofit	100.00	L.F.	\$ 20.00	\$ 2,000.00	\$ 70.00	\$ 7,000.00	\$ 46.28	\$ 4,628.00	\$ 30.00	\$ 3,000.00	\$ 130.00	\$ 13,000.00	\$	69.07
22.	884@	Remove Bridge Rail & Posts (Steel)	100.00	L.F.	\$ 20.00	\$ 2,000.00	\$ 8.00	\$ 800.00	\$ 6.61	\$ 661.00	\$ 60.00	\$ 6,000.00	\$ 9.70	\$ 970.00	\$	21.08
						\$ 350,670.00		\$ 431,750.00		\$ 456,771.89		\$ 435,580.00		\$ 480,640.00		
23.	823	(SP) Portable Traffic Signal System	120.00	S.D.	\$ 150.00	\$ 18,000.00	\$ 230.00	\$ 27,600.00	\$ 330.04	\$ 39,604.80	\$ 175.00	\$ 21,000.00	\$ 230.00	\$ 27,600.00	\$	241.26
24.	855(A)	Traffic Stripe (Plastic) (4" Wide)	2,970.00	L.F.	\$ 1.00	\$ 2,970.00	\$ 0.45	\$ 1,336.50	\$ 0.60	\$ 1,782.00	\$ 2.00	\$ 5,940.00	\$ 0.45	\$ 1,336.50	\$	0.88
25.	855(A)	Traffic Stripe (Plastic) (24" Wide)	24.00	L.F.	\$ 2.00	\$ 48.00	\$ 2.20	\$ 52.80	\$ 2.91	\$ 69.84	\$ 20.00	\$ 480.00	\$ 2.20	\$ 52.80	\$	6.83
26.	877(B)	Deliver Portabel Longitudinal Barrier	1,000.00	L.F.	\$ 20.00	\$ 20,000.00	\$ 20.00	\$ 20,000.00	\$ 41.26	\$ 41,260.00	\$ 26.00	\$ 26,000.00	\$ 30.00	\$ 30,000.00	\$	29.32
27.	877@	Relocate Portable Longitudinal Barrier	1,000.00	L.F.	\$ 10.00	\$ 10,000.00	\$ 5.00	\$ 5,000.00	\$ 2.64	\$ 2,640.00	\$ 2.00	\$ 2,000.00	\$ 3.00	\$ 3,000.00	\$	3.16
28.	880(B)	Construction Signs 0 To 6.25 SF	900.00	S.D.	\$ 0.50	\$ 450.00	\$ 0.10	\$ 90.00	\$ 0.13	\$ 117.00	\$ 2.50	\$ 2,250.00	\$ 0.10	\$ 90.00	\$	0.71
29.	880(B)	Construction Signs 16 To 32.99 SF	1,125.00	S.D.	\$ 3.00	\$ 3,375.00	\$ 2.00	\$ 2,250.00	\$ 2.64	\$ 2,970.00	\$ 3.50	\$ 3,937.50	\$ 2.00	\$ 2,250.00	\$	2.54
30.	880@	Construction Barricades (Type III)	360.00	S.D.	\$ 1.00	\$ 360.00	\$ 1.10	\$ 396.00	\$ 1.32	\$ 475.20	\$ 3.00	\$ 1,080.00	\$ 1.10	\$ 396.00	\$	1.63
31.	880(E)	Warning Lights (Type A)	1,620.00	S.D.	\$ 0.75	\$ 1,215.00	\$ 0.40	\$ 648.00	\$ 0.53	\$ 858.60	\$ 0.60	\$ 972.00	\$ 0.40	\$ 648.00	\$	0.48
32.	880(F)	Drums	3,960.00	S.D.	\$ 0.25	\$ 990.00	\$ 0.50	\$ 1,980.00	\$ 0.66	\$ 2,613.60	\$ 0.90	\$ 3,564.00	\$ 0.50	\$ 1,980.00	\$	0.64
						\$ 57,408.00		\$ 59,353.30		\$ 92,391.04		\$ 67,223.50		\$ 67,353.30		
33.	641	Mobilization	1.00	L.S.	\$ 43,000.00	\$ 43,000.00	\$ 46,057.00	\$ 46,057.00	\$ 30,000.00	\$ 30,000.00	\$ 61,526.50	\$ 61,526.50	\$ 44,000.00	\$ 44,000.00	\$	45,395.88
TOTAL AMOUNT OF BASE BID						\$ 457,288.00	\$ 556,800.30	\$ 588,431.27	\$ 591,190.00	\$ 611,633.30						

Regular Board of Commissioners

10. d.

Meeting Date: 10/03/2011

Airport Runway Rehab Bid Award

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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 9-19-11 meeting

Attachments

Airport Bid Award Memo

Airport Notice to Bidders and Bid Tab

City of Shawnee Memorandum



To: Brian McDougal, City Manager
CC:
From: Rex B. Hennen, Assistant Airport Manager
Date: September 28, 2011
Re: Bid Award - Rehabilitate Runway 17/35; Grade Safety Areas; and
Construct Connecting Taxiway, COS Project No. COS-PW-11-01, FAA
AIP Project No. 3-40-0088-015-2011.

Bids for the above referenced project were opened at the August 1, 2011, City Commission meeting.

LBR, the city's airport engineering consultant, has reviewed the bids and recommends that the lowest bidder, Haskell Lemon Construction Company, be awarded the base bid in the amount of \$3,356,147.00 and alternate bid in the amount of \$249,030.00 for a total amount of \$3,605,177.00. In order to keep the project within the federal grant funds available for this project, a change order reducing the total estimated construction cost to \$3,526,982.00 will be forthcoming. All bidders for this project were made that construction quantities would possibly be reduced for this project.

Staff concurs with LBR's recommendation that the bid be awarded to Haskell Lemon in the amount of \$3,605,177.00.

If you have any questions, contact me at your convenience.

SOLICITATION FOR BIDS

Sealed bids will be received by the City of Shawnee, Oklahoma, at the office of the City Clerk, City Hall, 16 West 9th, (P. O. Box 1448), Shawnee, Oklahoma 74802-1448 until 4:00 P.M. on Monday, July 18, 2011, said bids will be opened and considered by the Board of Commissioners at a Public Meeting in City Hall, Shawnee, Oklahoma at 6:30 P.M. on this same date for:

**Rehabilitate Runway 17-35;
Grade Safety Areas and Construct Connecting Taxiway
AIP Project 3-40-0088-015-2011
Bid Contract No. COS-PW-11-01
Shawnee Regional Airport**

Bids shall be made in accordance with the Solicitation for Bids, Information for Bidders, Plans, Specifications and Bidder's Proposal, which are on file and available for examination at the Office of the City Clerk in City Hall, Shawnee, Oklahoma, and are made a part of this notice as though fully set forth herein. **Plans and specifications may be purchased for \$250.00 from LBR Inc., 5915 Philip J. Rhoads Avenue, Suite 105, Bethany, Oklahoma 73008, Telephone 405/789-0200. Payment shall be by cash or check made payable to LBR Inc., and is non-refundable.** Bids filed with the City Clerk shall be publicly opened and considered by the City at the time stated above. All bids shall remain on file at least forty-eight (48) hours thereafter before a contract shall be made and entered into thereon.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

This project is being funded, in part, by the Federal Aviation Administration and is under and subject to Executive Order 11246 (September 24, 1965, and amendments) and to the Equal Opportunity Clause and Wage Rates set by the U. S. Department of Labor contained in the specifications and are available for examination in the office of the City Clerk, and the Bidder must supply all the information required by the bid or proposal form.

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990, as amended. Details of such requirement are contained in the Specifications.

All bidders and proposers shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 9.43 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Asian-Indian Americans. The apparent successful bidder (proposer) will be required to submit the following information concerning the DBE's: (i) The names and addresses of DBE firms that will participate in the contract; (ii) A description of the work that each DBE will perform; (iii) The dollar amount of the participation of each DBE firm participating; (iv) Written documentation of the bidder / offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; (v) Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and (vi) If the contract goal is not met, evidence of good faith efforts.

The regulations and orders of the Secretary of Labor, OFCCP and FAR 152.61 require that the sponsor or his contractor(s) include, in invitations for bids or negotiations for contracts over \$10,000, the following notices:

- (1) The proposed contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The bidder's (proposer's) attention is called to the

- “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth in the Specifications.
- (2) The Bidder (Proposer) must supply all the information required by the bid or proposal form.
 - (3) The successful bidder will be required to submit a Certification of Nonsegregated Facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a Certification where the amount of the subcontract exceeds \$10,000. Samples of the Certification and Notice to Subcontractors appear in the specifications.
 - (4) Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

For contracts of \$50,000 or more, a contractor having 50 or more employees, and his subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000 or more, will be required to maintain an affirmative action program within 120 days of the commencement of the contract.

Where the bid of the apparent low responsible bidder is in the amount of \$1 million or more, the bidder and his known all-tier subcontractors which will be awarded subcontracts of \$1 million or more will be subject to full on-site, pre-award equal opportunity compliance reviews before the award of the contract for the purpose of determining whether the bidder and his subcontractors are able to comply with the provisions of the equal opportunity clause.

Within 30 days after award of this contract, the contractor shall file a compliance report (Standard Form 100) if:

- (1) The contractor has not submitted a complete compliance report within 12 months preceding the date of award; and
- (2) The contractor is within the definition of “employer” in Paragraphs 2e (3) of the instructions included in Standard Form 100.

The contractor shall require the subcontractor on all-tier subcontracts, irrespective of dollar amount, to file Standard Form 100 within 30 days after award of the subcontract if the above two conditions apply. Standard Form 100 will be furnished upon request.

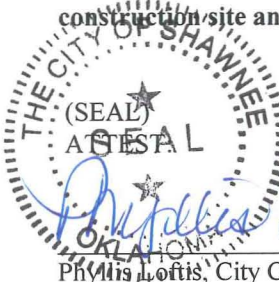
A cashier's check, a certified check, a surety bond or an irrevocable letter of credit in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. Deposits will be returned to the unsuccessful bidders.

The City of Shawnee reserves the right to reject any and all bids and to waive any or all bids and to waive any and all informalities.

Upon receipt of an acceptable bid, the contract will be awarded within one hundred twenty (120) days after opening of bids and the written contract executed within ten (10) days thereafter.

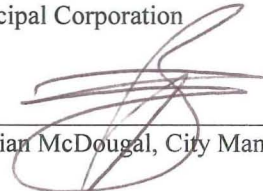
There will be a pre-bid conference concerning this project at 1:30 P.M., Thursday, July 7, 2011, in the Terminal Building Conference Room at Shawnee Regional Airport, Shawnee, Oklahoma.

Attendance at the Pre-Bid Conference is MANDATORY. Bids will NOT be accepted from contractors who do NOT have a representative attending the Pre-Bid Conference. No plans, specifications or bid documents will be issued after the Pre-Bid Conference. All bidders must visit and inspect the construction site and be familiar with the physical characteristics and conditions at the construction site.

The seal of the City of Shawnee, Oklahoma, is a circular emblem. It features a five-pointed star in the center, surrounded by the words "THE CITY OF SHAWNEE" and "OKLAHOMA". Below the star, the word "SEAL" is written. The seal is partially obscured by a blue ink signature.

Phyllis Loftis
Phyllis Loftis, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 
Brian McDougal, City Manager

Be sure to show acknowledgement receipt, of this Addendum No. 1, on your Proposal, in the appropriate location.

July 14, 2011

ADDENDUM NO. 1

to the
Plans and Specifications
for

REHABILITATE RUNWAY 17-35; GRADE SAFETY AREAS AND CONSTRUCT
CONNECTING TAXIWAY, AIP PROJECT 3-40-0088-015-2011, BID
CONTRACT NO. COS-PW-11-01

SHAWNEE REGIONAL AIRPORT
SHAWNEE, OKLAHOMA

This Addendum No. 1 takes precedence over the above referenced Plans and Specifications.

Specifications:

The bid opening has been postponed. The SOLICITATION FOR BIDS shall be modified to read, as follows:

Sealed bids will be received by the City of Shawnee, Oklahoma, at the office of the City Clerk, City Hall, 16 West 9th, (P.O. Box 1448), Shawnee, Oklahoma 74802-1448 until 4:00 P.M. on Monday, August 1, 2011, said bids will be opened and considered by the Board of Commissioners at a Public Meeting in City Hall, Shawnee, Oklahoma at 6:30 P.M. on this same date for:

The Project description has NOT changed.

End of Addendum No. 1

Issued By

LBR Inc.
5915 Philip J. Rhoads Avenue
Suite 105
Bethany, Oklahoma 73008
Tel. 405/789-0200
Fax. 405/789-0260

BID TABULATION SHEET

Rehabilitate Runway 17-35; Grade Safety and Construction Connecting
Taxiway. AIP Project 3-40-0088-015-2011
Contract No. COS-PW-11-01

August 1, 2011

BIDDER

AMOUNT

ALT

Haskell Lemon Construction
Oklahoma City, OK

\$ 3,356,147.00 \$ 249,032.00

Engineering Estimate: BASS \$ 3,236,525.00
MT. \$ 305,000.00