

AGENDA
BOARD OF CITY COMMISSIONERS
September 19, 2011 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

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 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.
3. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
4. Mayor's Proclamation:
"Constitution Week"
September 17-23, 2011
5. Presentation by Peggy Johnson, coordinator for the Continuum of Care Sub-Region on the official homeless count that was taken in August 2011.

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.
7. Consider acceptance of public improvements for the plat of Shawnee Transfer Station and place maintenance bond into effect.
8. Consider contract with the IAFF Local 206 for fiscal year 2011-2012.
9. Acknowledge Sales Tax report received September, 2011.
10. Consider Bids:
 - a. Refurbish Screw Pumps Contract No., COS-SMA-12-01(Open)
 - b. Lake Road Bridge Rehabilitation Project Contract No. COS-PW-11-03 (Award)
 - 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)
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: 09/19/2011

Bid Packet 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: 09/19/2011

Commission Minutes from Sept 6 reg mtg and Sept 6 special call

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the September 6, 2011 regular meeting and the September 6, 2011 special call public hearing meeting.

Attachments

Minutes 9-6-11

SP Call minutes 9-6-11

BOARD OF CITY COMMISSIONERS PROCEEDINGS
SEPTEMBER 6, 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, Tuesday, September 6, 2011 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Peterson presided and called the meeting to order. Upon roll call, the following members were in attendance.

Linda Peterson

Mayor

Absent

Commissioner Ward 1

Frank Sims

Commissioner Ward 2

James Harrod

Commissioner Ward 3

Billy Collier

Commissioner Ward 4-Vice Mayor

John Winterringer

Commissioner Ward 5

Steve Smith

Commissioner Ward 6

ABSENT: Pam Stephens

INVOCATION

Don Lynch

FLAG SALUTE

AGENDA ITEM NO. 1:

Consider approval of Agenda.

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

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

NAY: None

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item Number 5.
- b. Minutes from the August 15, 2011 regular meeting and August 29, 2011 and August 30, 2011 special call meetings.
- c. Acknowledge the following minutes and reports:
 - Traffic Commission minutes from June 28, 2011
 - Sister Cities Council minutes from April 12, 2011, June 23, 2011 and July 26, 2011.
 - Beautification Committee minutes from July 14, 2011
 - Shawnee Civic and Cultural Development Authority minutes from June 16, 2011 and July 21, 2011
 - License Payment Report July 1 through July 31, 2011
 - Project Payment Report July 1 through July 31, 2011
- d. Lake Lease Renewals:
Renewal:
 - Lot 19 Johnston Tract, 16602 Stevens Rd
J Barrett
 - Lot 1 & 2 Eckel Tract, 15306 Eckel Rd
J Inda and P Inda
- e. Approve agreement with the Oklahoma Tax Commission for Administration of the City of Shawnee Sales and Use Tax Ordinances. *(Deferred from the August 15, 2011 meeting)*
- f. Authorize Police Department to purchase 2012 Chevy crew cab 4x4 pickup from Harvey's Inc at the state purchasing price of \$25,618.72 for Animal Control.
- g. Traffic Commission Board Recommendations:
 - A. Consideration of request by Shawnee Family Board of Directors YMCA that the name of the street running from Kickapoo to Airport Road currently "Saratoga" be changed to "YMCA Drive".

STAFF RECOMMENDATION: Staff has no recommendation

BOARD RECOMMENDATION: Board recommends deny request

- h. Authorize Parks Department to purchase 2011 model 5045E John Deere tractor and related equipment at the state purchasing price of \$29,125.66.
- i. Authorize Parks Department to purchase 2012 Silverado 1500 Short Crew 4x4 pickup at the state purchasing price of \$27,535.00.
- j. Authorize SMA staff to purchase the following: two (2) 1-ton 4x4 trucks with utility bed for Line Maintenance at the state purchasing price of \$33,588.00 each from Harvey's Chevrolet; one (1) ½-ton 4x4 pickup for the Northside Treatment Plant at the state purchasing price of \$25,618.72 from Harvey's Chevrolet; and one (1) 4x4 Ford Explorer for the Water Treatment Plant at the state purchasing price of \$25,500.00 from Bob Hurley Ford.

Commissioner Harrod requested that Consent Agenda Item 2-e be pulled for separate consideration. A motion was made by Commissioner Harrod, seconded by Commissioner Sims, to approve the Consent Agenda Items a-j, less item e. Motion carried 6-0.

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

Regarding Consent Agenda Item 2-e, a motion was made by Commissioner Harrod, seconded by Commissioner Winterringer, to table Consent Agenda Item 2-e until additional information was available. Motion carried 6-0.

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

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

Mr. Scott Warren spoke regarding his support for a Regional Sports Park.

Mr. Jeff Rodgers updated Commissioners about recent problems with his 2001 Ford handicapped accessible van, and the need for a replacement vehicle.

Mr. Warren Rutherford spoke regarding his disappointment that the capital improvement list does not contain any water line projects.

Mr. Fred Turner spoke regarding the City's unfunded pension plan liabilities and also stated he felt a November election date was premature.

AGENDA ITEM NO. 4: City Manager's presentation of Employee of the Month to Bill Jones, Water Department.

Bill Jones was not present to accept the Employee of the Month Certificate presented by City Manager Brian McDougal.

AGENDA ITEM NO. 5: Consider Bids:

- a. Lake Road Bridge Rehabilitation Project Contract No. COS-PW-11-03 (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
Wildcat Const. Co., Inc. Subsid. Topeka, KS	\$663,409.50
PbX Corporation Sapulpa, OK	\$630,316.30
C-P Integrated Services, Inc. Oklahoma City, OK	\$645,401.27
Meridian Contracting, Inc. Tucson, AZ	\$659,600.00
<i>Engineer's Estimate:</i>	<i>\$458,000.00</i>

City Engineer John Krywicki 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 September 19, 2011 City Commission meeting. Motion carried 6-0.

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

NAY: None

- b. 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 until the grant was awarded.

A motion was made by Commissioner Sims, seconded by Vice Mayor Collier, to defer the bid award to the September 19, 2011 City Commission meeting. Motion carried 6-0.

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

NAY: None

- c. Beard Street Widening Project from Farrall to North Canadian River Bridge. Contract No. COS-PW-10-03 (Award)

City Engineer John Krywicki announced that five bids were received and after review and consideration it was staff's recommendation to award the bid to All Roads Paving, Inc. of Oklahoma City, Oklahoma in the amount of \$367,732.70.

A motion was made by Commissioner Sims, seconded by Vice Mayor Collier, to accept staff's recommendation and award the bid to All Roads Paving, Inc. in the amount of \$367,732.70. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 6:

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. 7:

Administrative Reports

There was no Administrative Reports.

AGENDA ITEM NO. 8:

Commissioners Comments

There was no Commissioners Comments.

AGENDA ITEM NO. 9:

Recess board of commissioners meeting to convene special call meeting and public hearing.

Mayor Peterson called for the recess at 7:00 p.m. to allow for a public hearing on Capital Improvement Projects which will begin at 7:30 p.m.

AGENDA ITEM NO. 10:

Reconvene board of commissioners meeting.

Mayor Peterson reconvenes the City Commission Meeting at 9:03 p.m. with all Commissioners present. (*Commissioner Stephens arrived at 7:25 p.m.*)

AGENDA ITEM NO. 11:

Discussion, consideration and possible action to instruct staff to prepare all documents necessary to call election for consideration of projects, including determining of date, projects and funding sources.

After discussion by Commissioners, a motion was made by Commissioner Harrod, seconded by Commissioner Stephens, to continue further discussion

regarding the capital projects with consideration of an election in February, 2012.
Motion carried 7-0.

It was further noted that this motion does not represent a formal call for a February election.

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

NAY: None

AGENDA ITEM NO. 12:

Discussion, consideration and possible action to engage The Public Finance Law Group, PLLC as special bond counsel and Oppenheim, a division of BOSC, Inc., as financial advisor for possible public financing issues.

No action was taken.

AGENDA ITEM NO. 13:

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 7-0. (10:03 p.m.)

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

NAY: None

LINDA PETERSON, MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
SPECIAL CALLED SESSION
SEPTEMBER 6, 2011

The Board of City Commissioners met in Special Called Session at the Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma, Tuesday, September 6, 2011 at 7:30 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

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

Others in attendance were City Manager Brian McDougal, City Clerk Phyllis Loftis, Finance Director/Treasurer Cynthia Sementelli, Stephen Nolen, Justin Erickson, Mary Ann Karns, Jimmy Gibson, John Krywicki, Don Lynch, Jim Bierd, Rex Hennen, Tammy Johnson and James Bryce. The media was represented by Mike McCormack 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 18th day of August, 2011, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee, Oklahoma at the Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma, Shawnee, Oklahoma at 7:30 p.m. on September 6, 2011, and you are hereby notified to be present at said meeting.

The purpose of said meeting will be to hold a public hearing to discuss Streets, Sidewalks, Neighborhood Revitalization, and Public Safety from the proposed Capital Improvement Project List.

(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 17th day of August, 2011 at 2:42 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 3:18 o'clock p.m. on August 17, 2011

I delivered a true and correct copy to Commissioner Frank Sims
via e-mail at 7:58 o'clock a.m. on August 18, 2011

I delivered a true and correct copy to Commissioner John Winterringer
via e-mail at 2:42 o'clock p.m. on August 17, 2011 but no response was received

I delivered a true and correct copy to Commissioner Steve Smith
via e-mail at 3:18 o'clock p.m. on August 17, 2011

I delivered a true and correct copy to Commissioner James Harrod
via e-mail at 8:45 o'clock a.m. on August 18, 2011

I delivered a true and correct copy to Commissioner Pam Stephens
via e-mail at 2:42 o'clock p.m. on August 17, 2011 but no response was received

I delivered a true and correct copy to Commissioner Billy Collier
via e-mail at 4:09 o'clock p.m. on August 17, 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 6TH DAY OF SEPTEMBER, 2011 AT 7:30 O'CLOCK P.M. AT THE COMMISSION CHAMBERS, 16 WEST 9TH STREET, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE TO HOLD A PUBLIC HEARING TO DISCUSS STREETS, SIDEWALKS, NEIGHBORHOOD REVITALIZATION, AND PUBLIC SAFETY FROM THE PROPOSED CAPITAL IMPROVEMENT PROJECT LIST.

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 Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma at 7:30 p.m., immediately following the regular Board of City Commissions meeting on September 6, 2011 to hold a public hearing to discuss Streets, Sidewalks, Neighborhood Revitalization, and Public Safety for the proposed Capital Improvement Project List.

Witness my hand this 18th day of August, 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 all Commissioners present and a quorum was declared.

AGENDA ITEM NO. 1:

Public hearing to discuss Streets, Sidewalks, Neighborhood Revitalization, and Public Safety for the proposed Capital Improvement Project List.

The video presentation of Mayor Peterson was played for the meeting. This video explains how the projects were selected and also addresses the proposed funding sources that may be used. Mayor Peterson explained that this meeting was a listening session for Commissioners that would allow them to hear from citizens regarding this project.

Emergency Management Director Don Lynch gave a presentation regarding future Emergency Management needs. In particular, enhancing coverage of our existing radio towers, construction of a new tower to cover areas on the north side of town that are currently considered “dead” areas, and purchasing new radios.

Lt. Mason Wilson spoke regarding needs of the Police Department. Among items listed were additional officers, a new law enforcement facility and a joint communications center.

City Engineer John Krywicki spoke regarding street improvements, stressing that his presentation is an addition to any streets that may be included in the annual Streets budget. Mr. Krywicki listed potential streets where improvements could be made and estimated the approximate costs of each project.

Community Development Director Justin Erickson spoke regarding the requested \$1 million to be used for sidewalks and trails. Mr. Erickson also spoke of the success of the neighborhood revitalization program and the need to continue with the project.

Mayor Peterson opened public hearing for citizen comments regarding the proposed Capital Improvement Project up for discussion at this meeting.

Those citizens in attendance that spoke regarding the various projects are as follows:

Sandra Spurgin	2520 Sutton Ct
Shauna Turner	16 Kaross
Linda Agee	16001 Hart Rd
Theresa Cody	115 E Main
Holly Gordon	303 N Louisa Ave
Becky Shackelford	724 Market
Tom Claybrook	1511 N Union
Fred Turner	
Sam Vasquez, Sr.	805 N Louisa Ave

Mayor Peterson thanked those who attended the meeting and closed the public hearing.

AGENDA ITEM NO. 2:

ADJOURNMENT

There being no further business to come before the meeting, a motion was made by Commissioner Smith, seconded by Commissioner Harrod, that the meeting be adjourned. Motion carried 7-0. (9:00 p.m.)

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

NAY: None

LINDA PETERSON,
MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS,
CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 09/19/2011

Minutes and Reports

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

SURA Minutes

License Pmt Report

Project Pmt Report

SHAWNEE URBAN RENEWAL AUTHORITY MINUTES OF JULY 6, 2011

The Board of Commissioners of the **Shawnee Urban Renewal Authority** met for a regular meeting Wednesday, July 6, 2011 at 9:00 a.m. in the 4th Floor Conference Room, Masonic Building, 23 E. 9th, Room 440, Shawnee, Oklahoma.

Chairman Stephen Rice called the meeting to order at 9:00 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

Chairman	Stephen Rice
Commissioner	Monte Cockings
Commissioner	Patty L. Nida
Commissioner	Sim K. Sims

Absent: Commissioner Tiffany Barrett

Also present:

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

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of June 7, 2011 was made by **Commissioner Nida**, seconded by **Commissioner Cockings**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, Nida and Sims
VOTING NO: None

AGENDA ITEM NO. 4
APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 30,296.85 was made by **Commissioner Sims**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, Nida and Sims
VOTING NO: None

AGENDA ITEM NO. 5
REQUEST FOR ASSISTANCE:

a) Deferred Payment Loan: Jeannie McNeill, 515 N. Patchin

Curtis Smith, Rehab Specialist reported that Ms. McNeill is 38 years old and lives with one child in her home for 15 years. She is income qualified. Her home needs the bathroom tub replaced and the roof at the rear replaced.

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

VOTING YES: Rice, Cockings, Nida and Sims
VOTING NO: None

b) Demolition: Linda Melin, 320 ½ N. Oklahoma

Mike Wolf, Program Manager reported that Ms. Melin is 69 years old and lives alone. She is on Social Security and is income qualified. The structure that needs demolishing is behind her home and has had a fire in it.

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

VOTING YES: Rice, Cockings, Nida and Sims
VOTING NO: None

AGENDA ITEM NO. 6
UPDATE ON BID OPENING FROM LAST MEETING:

- a) Home Repair: Wesley & Shelly Smith, 323 N. Chapman

The bid was awarded to KingWorks, LLC.

AGENDA ITEM NO. 7
BID OPENING:

- a) Emergency: T.J. Bierd, 8 Red Rock Rd.
Cost Estimate: \$ 5,650.00

<u>Contractor</u>	<u>Amount</u>
LG Construction	\$ 9,570.00
KingWorks	8,675.00

A motion to refer the bids to staff for review and award was made by **Commissioner Cockings**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, Nida and Sims
VOTING NO: None

- b) Emergency-Warranty: Anna Hill, 818 S. Philadelphia
Cost Estimate: \$ 6,500.00

<u>Contractor</u>	<u>Amount</u>
LG Construction	\$ 6,781.00
Statewide Roofing	9,421.00

A motion to refer the bids to staff for review and award was made by **Commissioner Cockings**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, Nida and Sims
VOTING NO: None

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

Mike Wolf, Program Manager reported that SURA has spent all of the CDBG-R funds and NSP funds.

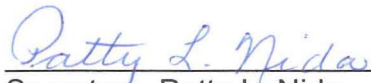
**AGENDA ITEM NO. 9
NEW BUSINESS:**

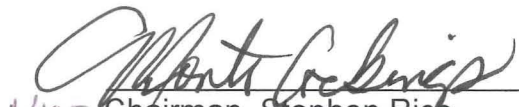
Mike Wolf, Program Manager reported that SURA monitored HUD two weeks ago along with some other Entitlement Cities.

**AGENDA ITEM NO. 10
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:30 a.m. was made by **Commissioner Cockings**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Cockings, Nida and Sims
VOTING NO: None


Secretary, Patty L. Nida


VICE-Chairman, Stephen Rice
MONTE COCKINGS

9/01/2011 1:35 PM
LICENSES: THRU ZZZZZZZZZZ

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

PAGE:
PAYMENT DATES: 8/01/2011 TO 8/31/2011

** LICENSE CODE TOTALS **

LICENSE CODE	DESCRIPTION		FEE	PENALTY	PAYMENT DISTRIBUTION	TOTAL PAID
					TAX INTEREST	
ALARM	BURLAR/FIRE ALARM LICENSE	6	150.00CR			150.00
AUCD	AUCTIONEER DAILY LICENSE	2	20.00CR			20.00
BEER1	BEER CONSUMPTION ON PREMISE	1	20.00CR			20.00
BEER2	BEER PACKAGE	3	30.00CR			30.00
BOATREGANN	BOATING REGULAR ANNUAL	14	364.00CR			364.00
ELECC	ELECTRICAL CONTRACTOR	11	875.00CR			875.00
FISHANNUAL	FISHING ANNUAL PERMIT	1	15.00CR			15.00
LAKELEASE	LAKE LEASE	4	1,572.00CR			1,572.00
LAKENONRES	LAKE LEASE - NON CITY RESIDENT	4	400.00CR			400.00
LAKERES	LAKE LEASE - CITY RESIDENT	22	2,200.00CR			2,200.00
LAKEXSCHOO	LAKE LEASE - SPECIAL SCHOOL	1	200.00CR			200.00
LIQR	RETAIL LIQUOR OCCUPATIONAL TAX	3	1,800.00CR			1,800.00
MECHC	MECHANICAL CONTRACTOR	11	850.00CR			850.00
PLUMC	PLUMBING CONTRACTOR	9	775.00CR			775.00
RESAL	RESIDENTIAL SALE	87	870.00CR			870.00
STORM	STORM CELLAR	2	150.00CR			150.00
TOTAL			10,291.00CR			10,291.00

09/06/2011 9:49 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE: 7
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 8/01/2011 TO 8/31/2011
SORTED BY: PROJECT

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	492.00CR
001-4202	BUILDING PERMITS	7,148.96CR
001-4203	PLUMBING PERMITS	1,370.00CR
001-4204	ELECTRICAL PERMITS	270.00CR
001-4205	ZONING PERMITS & APPLICATIONS	280.00CR
001-4206	HEATING & A/C PERMITS	2,390.00CR
001-4249	OTHER PERMITS	360.00CR
001-4822	OTHER MISC. REVENUE	61.50CR
501-4510	WATER TAPS	1,050.00CR
799-1023	BANCFIRST GENERAL	13,422.46

09/06/2011 9:49 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE: 5

PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 8/01/2011 TO 8/31/2011
SORTED BY: PROJECT

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	4,383.56CR
B2-ADD	BUILDING CONSTRUCTION ADD	270.45CR
B3-REMODEL	BUILDING CONSTRUCTION REM	2,346.25CR
B4-OTHER	BUILDING CAPORT/SHELTER	1,283.70CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	328.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	2,543.00CR
P3-REMODEL	PLUMBING REMODEL	1,598.00CR
P5-SEPTIC	SEPTIC PERMIT	20.00CR
X-DEMO	DEMOLITION PERMIT	150.00CR
X-SIGN	SIGN PERMIT	50.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	69.00CR
Z-OCCUP	OCCUPANCY PERMIT	100.00CR
Z-REZONING	REZONING REQUEST	280.00CR
TOTAL		13,422.46CR

Regular Board of Commissioners

2. d.

Meeting Date: 09/19/2011

Advertise for bids mowing and debris removal

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize staff to advertise for bids on mowing of rank weeds and grass and debris removal.

Regular Board of Commissioners

2. e.

Meeting Date: 09/19/2011

EMPG sub-grant

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize staff to apply for sub-grant for Emergency Management Performance Grant Funds from the Oklahoma Department of Emergency Management.

Attachments

EMPG Sub Grant

City of Shawnee Memorandum

To: Honorable Mayor and City Commission Members
Through: Brian McDougal, City Manager
From: Donald D. Lynch, Emergency Management Director
Date: September 15, 2011
Re: Sub-Grant from State Emergency Management

D. L.



I am requesting permission for staff to apply for a sub-grant of Emergency Management Performance Grant funds from the Oklahoma Department of Emergency Management. This is the annual sub-grant program that the City has participated in for many years which helps defray the costs associated with the administration of our emergency management program.

Although we will ask for a 50% match of our budget, I expect that the award for Fiscal Year 2012 will be at level funding (\$44,834.00)

Thank you for your favorable attention to this matter.

Regular Board of Commissioners

2. f.

Meeting Date: 09/19/2011

Official Trick or Treat Night

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge official "Trick or Treat" night for Halloween to be on Monday, October 31 from 5:00 p.m. to 8:00 p.m.

Regular Board of Commissioners

4.

Meeting Date: 09/19/2011

Mayor's Proclamation

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Mayor's Proclamation:

"Constitution Week"

September 17-23, 2011

Attachments

Constitution Week

City of Shawnee



Proclamation

"Constitution Week"

Whereas, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

Whereas, September 17, 2011, marks the two hundred twenty-fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

Now Therefore, I, Linda Peterson, by virtue of the authority vested in me as Mayor of the City of Shawnee, do hereby proclaim the week of September 17 through 23, 2011 as

"Constitution Week"

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Shawnee to be affixed this 19th day of September of the year of our Lord two thousand eleven.

Linda Peterson, Mayor



ATTEST:

Phyllis Loftis
Phyllis Loftis, City Clerk



Regular Board of Commissioners

5.

Meeting Date: 09/19/2011

Official Homeless Count Presentation

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Regular Board of Commissioners

6.

Meeting Date: 09/19/2011

Annexation Request North Rock Creek School

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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.

Attachments

NRC Annexation



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

MEMORANDUM

AGENDA: September 19, 2011

TO: Shawnee City Commission

FROM: Justin Erickson, Planning Director 

RE: North Rock Creek School Annexation Request

SUMMARY

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

STAFF REQUEST

Staff requests that the City Commission authorize staff to provide legal notice and advertise for a public hearing to annex 6.47 acres into the City of Shawnee as requested by the North Rock Creek School Board.

The anticipated timeframe would be as follows:

Staff provides required legal notice(s):	October 2	(no later than)
Public Hearing:	October 17	(regular City Commission meeting)

Attachments

North Rock Creek School

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

Blake Moody
Superintendent
405-273-1798

Denise Sims
Principal
405-275-3473

August 30, 2011

Mr. Justin Erickson
Community Development Director

City of Shawnee
222 North Broadway Avenue
Shawnee, OK 74801

Re: North Rock Creek Public School
Middle School/Gymnasium Construction Initiation with Inspections

Dear Justin:

The Architect plans, under the direction of Boynton-Williams and Associates, for the actual Middle School/Gymnasium construction project are finalized. The Sewer plans, under the direction of Landes Engineering, are also finalized with 3 options for completion and funding. The City of Shawnee has received Architect plans on all projects involved in construction.

The sewer project options are as follows: Option 1 includes dividing the service line into 2 sections, a school "private section" from the new building to Garrett's Lake Road, and an easement "public" section from Garrett's Lake Road south to the City of Shawnee tie-in. Under this option, the school is responsible for funding the "private" section and other funding sources (i.e. REAP Grant through the Water Resources Board, Local Native American Tribes such as Sac & Fox -- has already pledged \$15,000, County and City sources) will be utilized for the "public" section. Funding the off-site "public" section by the school is not allowed under School Law if other entities will be using this sewer line (e.g. future housing additions). Option 1 is preferable to all parties involved. Option 2 includes assigning this sewer line as a "Service Line" that the school owns not allowing tie-ins from the public. This option places the full burden of funding on the school. Option 3 includes a line from the new building to a Lift Station to tie-in to the existing public line at Garrett's Lake Road.

The Construction Plans, including Sewer, present all options for completion and funding. The North Rock Creek School is in the process of Annexation and obtaining a City of Shawnee Permit once annexation is complete. Also, North Rock Creek School will strive for the full blessing of the City in order to have a successful project. Therefore, consider this letter the formal request to initiate construction with the City of Shawnee's inspections from the beginning with the understanding that both annexation and permit are pending City approval.

Thank you for your time and consideration.

Sincerely,



Blake Moody

North Rock Creek School

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

Blake Moody
Superintendent
405-275-1798

Denise Sims
Principal
405-275-3473

August 3, 2011

Mr. Justin Erikson
City of Shawnee
Planning Director

Ref: Letter of Annexation /Gymnasium Project

Dear Justin,

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

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

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

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

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

Thank you for your consideration.

Sincerely,



Blake Moody
Superintendent,
North Rock Creek School

BOARD MINUTES
REGULAR MEETING
June 13, 2011

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

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

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

Stacy – Yes Gowin – Yes Hester – Yes

Public Participation – There was no public participation.

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

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

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

Stacy- Yes Gowin – Yes Hester – Yes

Motion carried 3-0.

Stacy- Yes Gowin – Yes Hester – Yes

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

Stacy- Yes Gowin – Yes Hester – Yes

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

Stacy- Yes Gowin – Yes Hester – Yes

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

Stacy- Yes Gowin – Yes Hester – Yes

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

Stacy- Yes Gowin – Yes Hester – Yes

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

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

Motion carried 3-0.

Stacy- Yes Gowin – Yes Hester – Yes

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

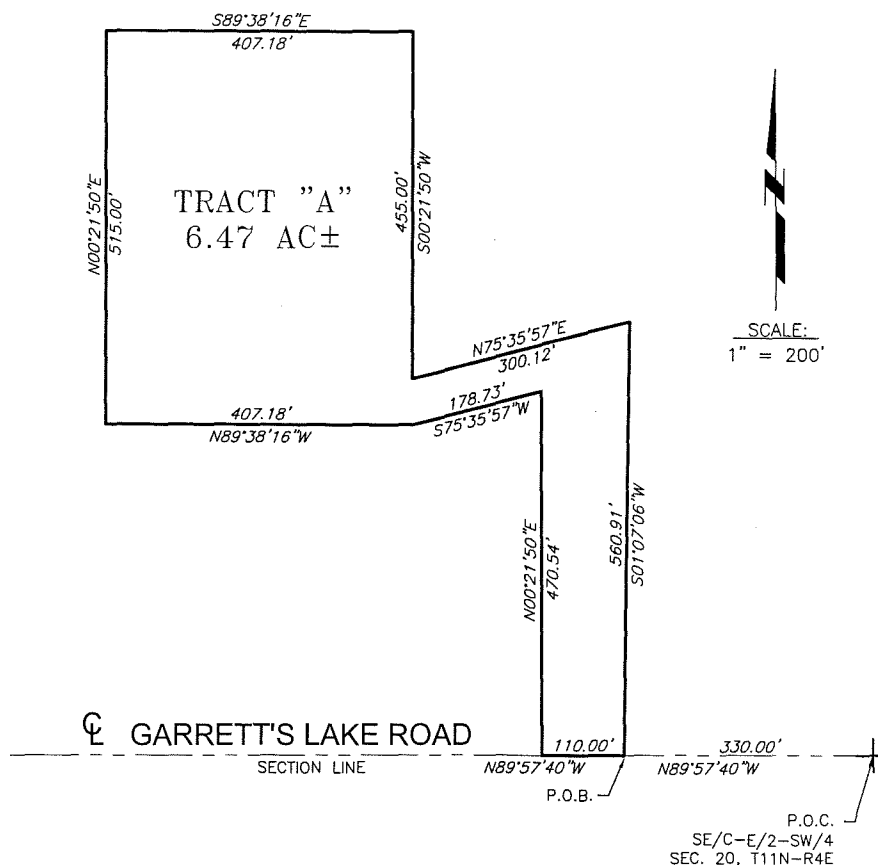
Stacy- Yes Gowin – Yes Hester – Yes

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

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

Motion carried 3-0.

ANNEXATION INFORMATION AND LEGAL DESCRIPTION



TRACT "A" LEGAL DESCRIPTION:

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

Received

AUG 24 2011

Engineering Dept.
City of Shawnee, OK

Richard L. Landes P.E. #8679

Date

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

NORTH ROCK CREEK SCHOOL
SHAWNEE, OKLAHOMA

DRAWN BY: ml CHECKED RLL

DRAWING NUMBER:

DATE DRAFTED: 08-04-2011

REVISED: 08-24-2011

ENG 401-11

Regular Board of Commissioners

7.

Meeting Date: 09/19/2011

Accept Public Improvement and maintenance bonds

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Transfer Station Plat



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

MEMORANDUM

AGENDA: September 19, 2011

TO: Shawnee City Commission

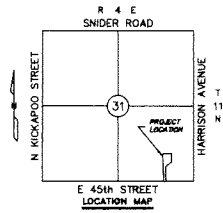
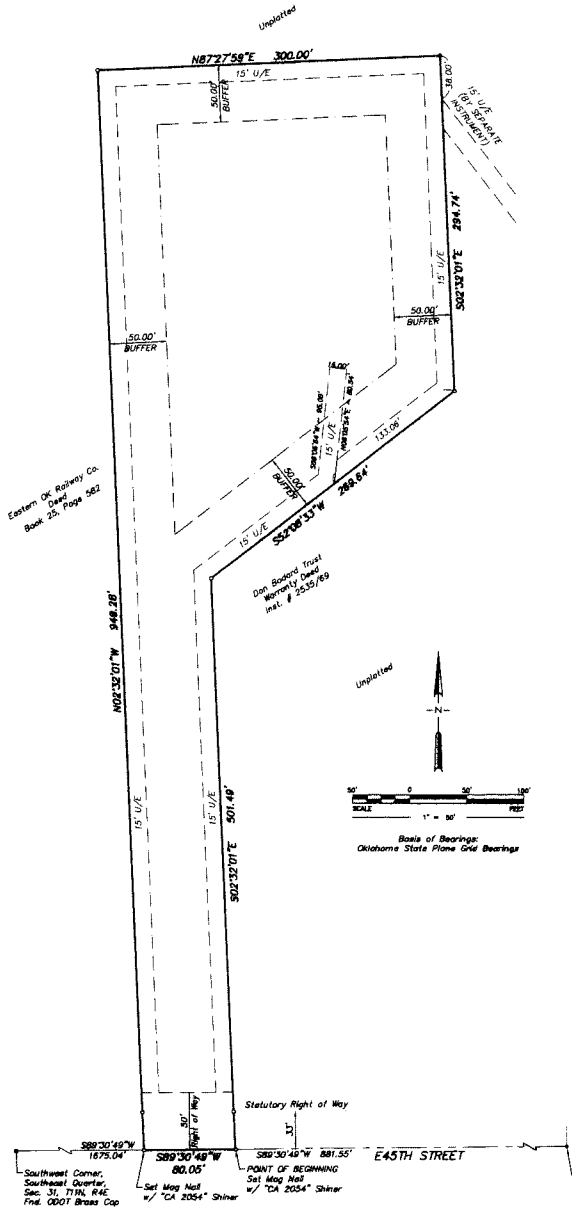
FROM: Justin Erickson, Planning Director 

RE: Shawnee Transfer Station Plat

Staff recommends acceptance of all public improvements related to the Shawnee Transfer Station plat, which is a one-lot plat that includes the new transfer station that is under construction. We have received all required bonds associated with the water and sewer improvements. The City Engineer is awaiting as-built drawings and subject to obtainment and approval, the applicant may record the plat upon acceptance of the above by the Commission.

Attachments

FINAL PLAT OF SHAWNEE TRANSFER STATION A PART OF THE SOUTHEAST 1/4, SECTION 31, T11N, R4E, 1.M. City of Shawnee, Pottawatomie County, Oklahoma



- LEGEND**
- 1234- PHYSICAL STREET ADDRESS
 - PROPERTY CORNER FOUND
 - PROPERTY CORNER SET
 - Set #4 Box w/ cap "CA 2054"
 - unless otherwise noted
 - EASEMENT LINE
 - LOT LINE
 - PROPERTY LINE

DEVELOPER:
Central Disposal, L.L.C.
700 E. 45th Street
Shawnee, Oklahoma 74804

THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

CERTIFICATE OF COUNTY TREASURER

I, _____, do hereby certify that I am the duly elected, qualified, and acting County Treasurer of Pottawatomie County, State of Oklahoma, that the two records of said County show all taxes are paid for the year 2010 and prior years on the land shown on the Final Plat of Shawnee Transfer Station, a first plot of part of the Southeast 1/4, Section 31, T11N, R4E, 1.M., of the City of Shawnee in Pottawatomie County, State of Oklahoma; that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of the current year's taxes.

IN WITNESS WHEREOF said County Treasurer has caused this instrument to be executed at Shawnee in Pottawatomie County, State of Oklahoma, this _____ day of _____, 2011.

County Treasurer - _____

SURVEYOR'S CERTIFICATE

I, Robby L. Johnson, Professional Land Surveyor No. 1530 in the State of Oklahoma, hereby certify that the Final Plat of Shawnee Transfer Station, a first plot of part of the Southeast 1/4, Section 31, T11N, R4E, 1.M., of the City of Shawnee, Pottawatomie County, Oklahoma, represents a correct survey of all property included therein under the Final Plat of Shawnee Transfer Station, a first plot of part of the Southeast 1/4, Section 31, T11N, R4E, 1.M., of the City of Shawnee, Pottawatomie County, Oklahoma, and that all of the measurements shown herein actually exist and that the plat is a true and correct copy of the same.

Robby L. Johnson, PLS #1530
Robby L. Johnson, PLS #1530
Lemke Land Surveying, Inc.

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, duly qualified abstractor in and for said County and State, hereby certifies that according to the records of said County, title to the land included in the Final Plat of Shawnee Transfer Station, a first plot of part of the Southeast 1/4, Section 31, T11N, R4E, 1.M., of the City of Shawnee, Pottawatomie County, Oklahoma, appears to be vested in Don Bolder 1995 Revocable Trust, and that on the _____ day of _____, 2011, of land described and referred to are unencumbered by pending options, judgments, liens, mortgages, leases or other encumbrances for the year 2010 and prior years; that there are no outstanding tax sale certificates against said land and no tax debts are shown to any person except mortgages of record.

EXECUTED at Oklahoma City, Oklahoma County, Oklahoma, on this _____ day of _____, 2011.

ATTEST: _____
First American Title & Trust Co.
Secretary _____
Vice President _____

State of Oklahoma
County of Oklahoma
Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2011, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument and he acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year last above written.
My Commission Expires the _____ day of _____, 2011.
Notary Public: _____

CITY PLANNING COMMISSION APPROVAL

I, _____, Chairman of the Shawnee Planning Commission, certify that the Commission duly approved this plat on the _____ day of _____, 2011.

Chairman _____

ACCEPTANCE OF DEDICATION BY CITY COMMISSION

BE IT HEREBY RESOLVED by the City Commission of the City of Shawnee, Oklahoma, that the dedications shown on the Final Plat of Shawnee Transfer Station, a first plot of part of the Southeast 1/4, Section 31, T11N, R4E, 1.M., are hereby accepted.

Approved by the Commission of the City of Shawnee, Oklahoma, this _____ day of _____, 2011.

ATTEST: _____
CITY OF Shawnee, OKLAHOMA
Attest City Clerk - Phyllis Loftis Mayor - Linda Peterson

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Don Bolder 1995 Revocable Trust, hereby certifies that it is the owner of and the only entity having any right, title, or interest in a tract of land shown on the Final Plat of Shawnee Transfer Station, a first plot of part of the Southeast 1/4, Section 31, T11N, R4E, 1.M., of the City of Shawnee, Pottawatomie County, Oklahoma, and being more particularly described by metes and bounds as follows:

(The basis of bearing for the following description are grid bearings being derived from the Oklahoma State Plane Coordinate System, NAD83, 1983, Oklahoma State.)

Commencing at the Southeast Corner of said SE/4;
Thence South 89°25'48" West, along the South line of said SE/4, a distance of 80.05 feet to the Point of Beginning;
Thence North 02°32'51" West, along said East Line, a distance of 848.38 feet;
Thence North 87°27'08" East a distance of 300.00 feet;
Thence North 87°27'08" East a distance of 264.74 feet;
Thence South 52°08'33" West a distance of 269.84 feet;
Thence South 02°32'51" East a distance of 501.49 feet to the Point of Beginning.

Said tract of land contains 156,048.54 square feet or 3.62 acres of land, more or less.

I further certify that it has caused the same to be surveyed and plotted this title, as shown on said Final Plat, which said Final Plat represents a correct survey of all property included therein under the Final Plat of Shawnee Transfer Station, a first plot of part of the Southeast 1/4, Section 31, T11N, R4E, 1.M., of the City of Shawnee, Pottawatomie County, Oklahoma, and that the same is a true and correct copy of the same.

I further certify that it is the owner of and the only entity that has any right, title, or interest in the land included in the above mentioned Final Plat, and it does hereby dedicate of streets and utility easements as shown on said Final Plat to the use of the public, for public streets, public rights-of-way and utilities for their heirs, executors, administrators, successors and assigns forever and have caused the same to be released from all encumbrances.

In witness whereof, the undersigned have caused this instrument to be executed this _____ day of _____, 2011.

J. Michael Adams, Trustee

State of Oklahoma
County of Pottawatomie

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by J. Michael Adams.
Witness my hand and notarial seal the day and year last above written.

My commission expires: _____ Notary Public: _____



Surveying By: Robby Johnson PLS #1530 Engineering By: William R. Swain PE #15841 of
LEMKE LAND SURVEYING, INC.
A CARDINAL COMPANY
3226 BART CORNER DRIVE
NORMAN, OK 73072
PH: (405) 366-8541
FAX: (405) 366-8540
CA 82054 EXP. DATE 03/02/12
http://www.LEMKE-LS.com

CARDINAL ENGINEERING
3226 Bart Corner Drive
Norman, Oklahoma 73072
(405) 570-0655 Fax: (405) 366-8540
SHAWNEE TRANSFER STATION
SHEET 1 OF 1

Granite Re, Inc.

Bond# GR18991

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned Westchester Construction Company, 1901 North Kickapoo, Shawnee, OK 74804, as Principal and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto: City of Shawnee, P.O. Box 1448, Shawnee, OK 74802, in the penal sum of *****Ten Thousand Six Hundred Thirty Seven and 80/100***** (\$10,637.80) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 14th day of July, 2011.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on the 1st day of April, 2011 enter into a contract with the Central Disposal, LLC, 4419 North Bryan St., Shawnee, OK 74804 for Shawnee Solid Waste Transfer Station, Shawnee, OK.

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Oblige said Principal shall furnish a maintenance bond for the sum amounting to ****Ten**** percent (10%) of the value of the utilities portion of said contract, and to remain in full force and effect for the period of Two (2) year(s) from the date of acceptance, as therein stated in said specifications; the said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good all defects appearing in the work performed by Principal due to faulty workmanship or materials which may develop during the period of Two (2) year(s) from the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Westchester Construction Company
Principal

BY: _____

Title _____

Granite Re, Inc.

Surety

BY: _____

Shelli R. Samsel, Attorney-in-Fact

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

DWIGHT A. PILGRIM; E. GAYLE HARRIS; SHELLI R. SAMSEL; COLLEEN P. QUINTERO its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

DWIGHT A. PILGRIM; E. GAYLE HARRIS; SHELLI R. SAMSEL; COLLEEN P. QUINTERO may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 1st day of September, 2010.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Rodman A. Frates, Secretary/Treasurer

On this 1st day of September, 2010, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
May 9, 2012
Commission #: 00005708




Notary Public

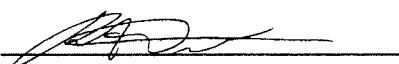
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
14th day of July, 2011.




Rodman A. Frates, Secretary/Treasurer

Return to:
3701 G. Harrison
Shawnee, OK 74804

201100013929
Filed for Record in
POTTAWATOMIE OKLAHOMA
NANCY BRYCE, COUNTY CLERK
09-14-2011 At 11:05 am.
EASEMENT 15.00

Instrument PG 1 OF 2
201100013929

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That TJT Holdings, L.C., an Oklahoma limited liability company, (hereinafter "Grantor") for and in consideration of the sum of Ten Dollars and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, unto the City of Shawnee, an Oklahoma municipal corporation, it's successors and assigns, an underground only utility easement with the right, privilege and authority to enter upon and construct, operate and maintain a sanitary sewer utility line only, including the right of ingress and egress to and from said easement, across the following real property and premises, situated in Shawnee, Pottawatomie County, State of Oklahoma, to-wit:

A fifteen (15) foot wide sanitary sewer easement located in the Southeast Quarter (SE/4) of Section Thirty-One (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as follows;

Commencing at the Northeast Corner of the Final Plat of Shawnee Transfer Station, a subdivision of said SE/4, according to the recorded plat thereof;

Thence S2°32'01"E along the East line of said plat, a distance of 38.03 feet to the Point or Place of Beginning;

Thence S37°41'28"E a distance of 573.17 feet;

Thence S52°18'32"W a distance of 15.00 feet;

Thence N37°41'28"W a distance of 551.87 feet to a point on the East Line of said subdivision;

Thence N2°32'01"W along the East Line of said subdivision a distance of 26.05 feet to the Point or Place of Beginning containing 0.19 acres, more or less.

To have and to hold the same perpetually unto the City of Shawnee, together with the right and privilege at all times to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said sewer utility line and for making connections thereto; provided, however, that the grant herein is upon the express condition that the City of Shawnee shall at all times, following any work in connection with

the construction, reconstruction or repair of the water utilities, or any lateral thereof, restore Grantor's property and premises within which this easement tract is located to the condition in which the same existed before such work was undertaken; and provided further, however, that should the City of Shawnee ever abandon the sanitary sewer utility line, the easement rights herein granted shall revert to Grantor, the Grantor's, successors and assigns.

It is expressly understood and agreed that the City of Shawnee, by acceptance of this instrument, agrees that Grantor reserves the right to connect any of its real property with the Sanitary Sewer utilities that are located across the above described real property for development, or any other purpose and reserves the right to move the location of the Sanitary Sewer utility easement if it deems that the above described location interferes with the use and future development of the real property owned by Grantor.

It is expressly understood and agreed that the City of Shawnee, by acceptance of this instrument, agrees, acquiesces and accepts the terms of this Utility Easement just as if the City of Shawnee had executed same.

The rights and privileges above granted are to continue in perpetuity.

Signed and delivered this 15th day of August, 2011.

TJT HOLDINGS, L.C.

J. Michael Adcock
J. MICHAEL ADCOCK, as
Member/Manager

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

The foregoing instrument was acknowledged before me on this 15th day of August, 2011, by J. Michael Adcock, member/manager of TJT Holdings, L.C.

Sherry L. McLeod
Notary Public
Commission No. 10
My Commission Expires: 2-7-2013
#01001053
STATE OF OKLAHOMA
NOTARY PUBLIC

UTILITY EASEMENT

Instrument PG 1 OF 2
201100013930

KNOW ALL MEN BY THESE PRESENT:

That J. Michael Adcock, D. Wesley Schubert and Nancy S. Bodard, Trustees of the Don Bodard 1995 Revocable Trust under trust agreement dated June 20, 1995 (hereinafter "The Bodard Trust") for and in consideration of the sum of Ten Dollars and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, unto the City of Shawnee, an Oklahoma municipal corporation, it's successors and assigns, an underground only utility easement with the right, privilege and authority to enter upon and construct, operate and maintain A 12" water utility line only, including the right of ingress and egress to and from said easement, across the following real property and premises, situated in Shawnee, Pottawatomie County, State of Oklahoma, to-wit:

A tract of land in the Southeast Quarter of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as follows: Beginning at the Southeast Corner of said Southeast Quarter; thence S89°30'49"W along the South line of said SE/4 a distance of 448.46; thence North 33.00 feet to the point of beginning; thence continuing North 10.00 feet; thence West 513.14 feet; thence South 10.00 feet; thence East 513.14 feet to the point of beginning;

To have and to hold the same perpetually unto the City of Shawnee, together with the right and privilege at all times to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said water utility line and for making connections thereto; provided, however, that the grant herein is upon the express condition that the City of Shawnee shall at all times, following any work in connection with the construction, reconstruction or repair of the water utilities, or any lateral thereof, restore The Bodard Trust's property and premises within which this easement tract is located to the condition in which the same existed before such work was undertaken; and provided further, however, that should the City of Shawnee ever abandon the water utilities line, the easement rights herein granted shall revert to The Bodard Trust, The Bodard's Trust's successors and assigns.

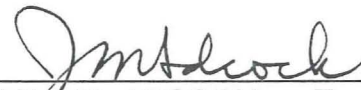
It is expressly understood and agreed that the City of Shawnee, by acceptance of this instrument, agrees that The Don Bodard 1995 Revocable Trust reserves the right to connect any of its real property with the water utilities that are located across the above described real property for development, or any other purpose and reserves the right to move the location of the water utility easement if it deems that the above described

location interferes with the use and future development of the real property owned by The Don Bodard 1995 Revocable Trust.

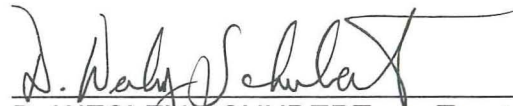
It is expressly understood and agreed that the City of Shawnee, by acceptance of this instrument, agrees, acquiesces and accepts the terms of this Utility Easement just as if the City of Shawnee had executed same.

The rights and privileges above granted are to continue in perpetuity.

Signed and delivered this 1st day of June, 2011.



J. MICHAEL ADCOCK, as Trustee of the Don Bodard 1995 Revocable Trust under trust agreement dated June 20, 1995



D. WESLEY SCHUBERT, as Trustee of the Don Bodard 1995 Revocable Trust under trust agreement dated June 20, 1995



NANCY S. BODARD, as Trustee of the Don Bodard 1995 Revocable Trust under trust agreement dated June 20, 1995

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

The foregoing instrument was acknowledged before me on this 1st day of June, 2011, by J. Michael Adcock, D. Wesley Schubert and Nancy S. Bodard, as Trustees of the Don Bodard 1995 Revocable Trust under trust agreement dated June 20, 1995.

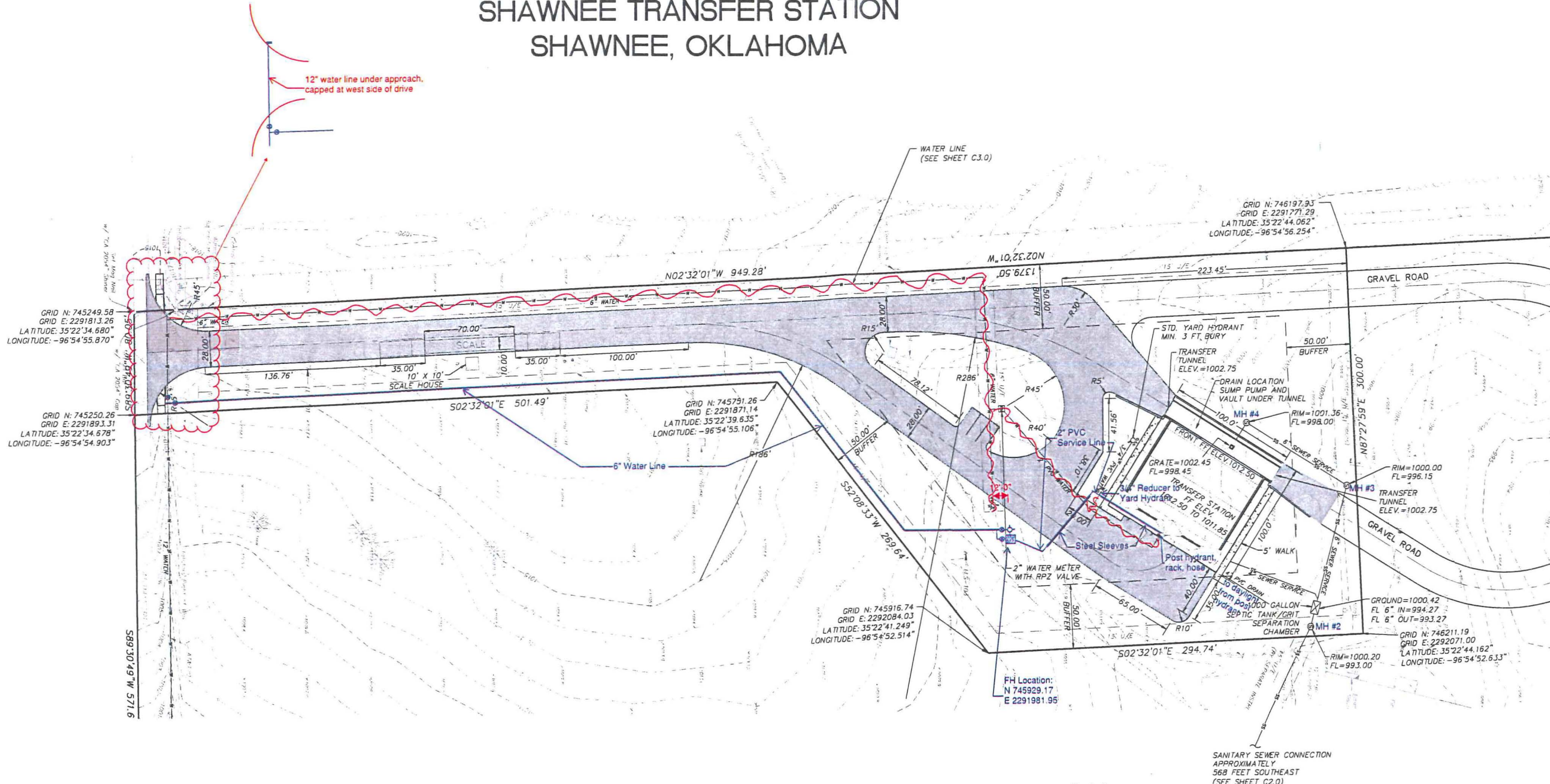


Notary Public

Commission No. 01001053

My Commission Expires: 2-7-2013

SITE PLAN FOR SHAWNEE TRANSFER STATION SHAWNEE, OKLAHOMA



LEGAL DESCRIPTION

A tract of land located in the Southeast Quarter (SE4), of Section Thirty One (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said SE4;

Thence South 89°30'49" West, along the South line of said SE/4, a distance of 881.55 feet to the Point of Beginning;

Thence continuing South $89^{\circ}30'48''$ West, along said South line, a distance of 80.05 feet to a point on the East Line of the Railroad Right of Way;

Thence North $02^{\circ}32'01''$ West, along said East Line, a distance of 949.28 feet;

Thence North 87°27'59" East a distance of 300.00 feet;

Thence South 02°32'01" East a distance of 294.74 feet:

Thence South 52°08'33" West a distance of 289.64 feet;

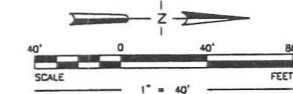
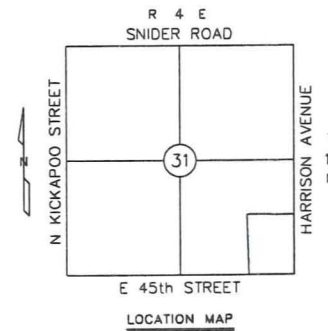
Thence South 02°32'01" East a distance of 501.49 feet to the Point of Beginning.

Said tract of land contains 158,048.54 square feet or 3.63 acres of land, more or less.

Basis of Bearings - Oldshome State Plane Grid Bearings

LEGEND

- | | | | |
|---|---------------------------|---|---------------------------|
|  | GAS METER |  | WATER VALVE BOX |
|  | GUARD POST |  | UST FUEL FILL PORT |
|  | LIGHT POLE |  | VACUUM |
|  | SANITARY SEWER MANHOLE |  | ELECTRIC UNDERGROUND LINE |
|  | TELEPHONE MANHOLE |  | OVERHEAD ELECTRIC LINE |
|  | MONITORING WELL |  | GAS LINE |
|  | TRANSFORMER POLE |  | SANITARY SEWER LINE |
|  | POWER POLE |  | WATER LINE |
|  | COMMERCIAL SIGN |  | CONCRETE |
|  | SIGN |  | ASPHALT |
|  | TELEPHONE RISER |  | GRAVEL |
|  | TRAFFIC/ELECTRIC PULL BOX | | |
|  | WATER METER | | |



BASIS OF BEARINGS: NAD83
OKLAHOMA STATE PLANE GRID BEARINGS

SURVEY CONTROL

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
LLS-101	745394.77	2291858.48	1016.40	#4 BAR
LLS-102	746324.93	2292760.90	991.07	#4 BAR
LLS-103	746698.95	2292005.51	1008.95	#4 BAR
LLS-104	746827.76	2292309.82	998.14	#4 BAR

HORIZONTAL & VERTICAL DATUM: NAD83 OKLAHOMA STATE PLANE SOUTH ZONE & NAVD88 BASED ON OPUS OBSERVATIONS, MADE AT CONTROL POINT LLS-101 IN CONJUNCTION WITH OBSERVATIONS FROM OPUS STATIONS: (OKDT) OKLAHOMA CITY CORS ARP, (OKAD) ADA CORS ARP, (OKTE) TECUMSEH CORS ARP. ON AUGUST 4, 2010.

REVISIONS		
No.	Description	Date

KEY PLAN

SIGNATURE/SEAL

William B. Smith

5/3/11
DATE

PROJECT

SHAWNEE SOLID WASTE TRANSFER STATION

LOCATION
SHAWNEE, OKLAHOMA
SE/4 SEC. 31, T11N-R4E
PREPARED FOR
CENTRAL DISPOSAL, LLC
700 E. 45th St., SHAWNEE, OK

DRAWING TITLE
SITE PLAN

Project No. 10069.00

Drawn By BNH

Checked By _____

Explain

Issued For _____

Drawing No.

C10

1



CARDINAL

CARDINAL ENGINEERING

1015 N. Broadway Ave., Suite 300
Chicago, IL 60610

Phone 405.842.1066

Fax 405.643.4007

3228 San Conner Drive
Norman, OK 73072

Phone 405.379.0633
Fax 405.366.8540

<http://www.cardinalengineers.com>
G44-2954, expiration date 04/30/2012

Regular Board of Commissioners

8.

Meeting Date: 09/19/2011

IAFF Contract

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider contract with the IAFF Local 206 for fiscal year 2011-2012.

Attachments

IAFF Agreement

Agreement
Between
The City of Shawnee, Oklahoma
And
The International Association of Fire Fighters
Local # 206
FY 2011-2012

ARTICLE I PURPOSE OF AGREEMENT

Section 1.01. It is the intent and purpose of this Agreement, entered into by and between the CITY OF SHAWNEE, OKLAHOMA, a municipal corporation, hereinafter referred to as "City" and LOCAL NO. 206, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO/CLC, hereinafter referred to as "Union", to assure sound and beneficial working and economic relationships between the parties hereto and to provide an orderly means to resolve grievances which may arise during the term of this Agreement. It shall be the duty of both parties to bargain in good faith concerning wages, hours and other terms and conditions of employment, which is deemed to be in the best interest of public welfare and safety.

ARTICLE II RECOGNITION

Section 2.01. The City recognizes Local No. 206, International Association of Firefighters, affiliated with AFL-CIO/CLC, as the sole and exclusive bargaining agent for all permanent employees of the Shawnee Fire Department, excluding the Fire Chief, and one administrative assistant. A permanent employee shall be an individual who has successfully completed the one (1) year probationary period.

ARTICLE III AUTHORITY AND TERM

Section 3.01. The City and the Union have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the Union.

Section 3.02. This Agreement shall be effective as of the 1st day of July, 2011 and shall remain in full force and effect until the 30th day of June, 2012.

Section 3.03. Whenever wages, rates of pay or any other matters requiring appropriation of monies by the City are to be included as matters of collective bargaining, it is the obligation of the Union to serve written notice of request of collective bargaining on the corporate authorities at least one hundred twenty (120) days before June 23rd, the last day on which monies can be appropriated by the City to cover the contract period, which is the subject of the collective bargaining procedure.

Section 3.04. During the term of this Agreement, it shall be the obligation of the City and the Union to meet within ten (10) days after notice has been filed by either party to negotiate any amendments, addendums, or changes that do not require the appropriation of monies.

ARTICLE IV MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.01. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects and in accordance with its responsibilities, and power of authority which the City has not officially abridged, delegated, granted or modified by the agreement are retained by the City and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City, and remain exclusively without limitation, within the rights of the City.

Section 4.02. Except as may be limited hereinafter, the City retains the rights in accordance with the Constitution and laws of the State of Oklahoma, and the responsibilities and duties contained in the laws of the State of Oklahoma, the Charter of the City of Shawnee, the Ordinances and regulations promulgated thereunder:

- a. To determine Fire Department policy, including the right to manage the affairs of the Fire Department;
- b. To assign working hours, including overtime;
- c. To direct the members of the bargaining unit, including the right to terminate, suspend, discipline, promote or transfer any member subject to this Agreement and the grievance procedure hereinafter set forth;
- d. To determine the table of organization of the Fire Department, including the right to organize the Fire Department and the determination of job classifications and ranks based upon duties assigned;
- e. To determine the safety, health and property protection measures for the Fire Department;
- f. To allocate and assign work to the members of the bargaining unit within the Fire Department;
- g. To be the sole judge of the qualifications of applicants and training of new employees;
- h. To establish and enforce Fire Department rules, regulations and orders;
- i. To introduce new, improved or different methods and techniques of operation of the Fire Department or change existing techniques;

- j. To determine the number of employees and supervision necessary;
 - k. To control the departmental budget;
 - l. To take whatever actions may be necessary to carry out the mission of the City in situations of emergency.
-

ARTICLE V PERSONNEL REDUCTION

Section 5.01. In the case of a personnel reduction, the members of the bargaining unit with the least seniority shall be laid off first, subject to a thirty (30) day notice to each member for the purpose of providing the opportunity of incumbent members to exercise their pension options. Time in the Shawnee Fire Department shall be given the utmost consideration.

Section 5.02. For the purpose of this Article, seniority shall be determined by the length of continuous service with the Shawnee Fire Department.

Section 5.03. No new employee shall be hired until the member or members laid off and the Union have been notified by registered mail and the member is given a fourteen (14) day period for reinstatement of employment.

Section 5.04. In the case of reduction of certain positions, as the result of a general personnel reduction, the members of the bargaining unit with the least seniority in those certain positions may be placed in the next lower position. Any member affected by this section shall not suffer from any loss of pay or seniority.

Section 5.05. Any member laid off for more than one (1) year must pass both the pension physical and the minimum requirements for physical fitness (City criteria).

ARTICLE VI UNION RIGHTS AND RESPONSIBILITIES

Section 6.01. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Agreement, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of business of either party hereto.

Section 6.02. After written notice to the Fire Chief, Union representatives may be granted time off without loss of pay to conduct Union business. Time off

shall be granted so long as it does not impede the operation of the Fire Department, as determined by the Fire Chief and so long as it does not exceed the following limitations:

- a. OSFA Convention – Time Off as needed for attendance of the authorized delegates;
- b. Negotiations with the City – 15 minutes before the meeting, throughout the meeting, and 15 minutes after;
- c. Safety committee – 5 minutes before the meeting, throughout the meeting, and 5 minutes after the meeting;
- d. PFFO Convention – Time off will be granted for three members to attend the convention for a period not to exceed three (3) days.

Section 6.03. The City agrees not to discriminate against any member for his activity on behalf of, or membership in, the Union or its affiliate organizations.

Section 6.04. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation of and administration of the Fire Department currently in effect on the effective date of this Agreement, shall be deemed a part of this Agreement unless and except as modified or changed by the specific terms of this Agreement.

Section 6.05. The City agrees to deduct biweekly dues and assessments in an amount certified to be corrected by the Secretary/Treasurer of the Union for the pay of those members who individually request, in writing, that such deduction be made. The total amount of deduction shall remain in force until canceled by the member. The Union shall pay the City twenty-five (25) cents per month per member for such service. On July 1st and on January 1st of each year the members may change the amount being withheld as dues and assessments. No other changes will be permitted throughout the year except to add or delete a member from those having deductions made. All changes, additions or deletions shall be made only with written authorization from the individual member. The union agrees to indemnify the City and hold harmless from any liability arising out of the City's reliance on the written request presented to it.

Section 6.06. When a member of the bargaining unit has been promoted to another classification and is unable to perform his new assignment within ninety (90) days, he shall be allowed to return to his previous job without loss of seniority. If a member of the bargaining unit is selected or promoted in accordance with the promotional procedures set forth in the Collective Bargaining Agreement and Shawnee Fire Department SOG's to fill a position or rank which was vacated due to the promotion of a member of the bargaining unit to another position or rank, then that selection or promotion shall be deemed conditional and subject to revocation in

the event the member of the bargaining unit who vacated the position or rank is returned to the position or rank under the provisions set forth in this Article. Nothing within this section shall be interpreted as establishing a requirement that vacated positions must be filled. Further, nothing within this section shall be interpreted as establishing specific or mandatory staffing levels for any rank or position within the Department.

Section 6.07. Management or members shall have the right to have their Union President or his Designee present during any oral or written reprimand, investigative interview or any other disciplinary action.

ARTICLE VII PROHIBITION OF STRIKES

Section 7.01. During the term of this Agreement, the Union agrees to a prohibition of any job action, i.e. strikes, work slowdowns, mass absenteeism, or being a party to such activities. In addition, the Union agrees not to petition its affiliate, AFL-CIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where the acts and actions here in to fore enumerated are not caused or authorized by the Union.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 8.01. The Union or any member of the bargaining unit covered under this Agreement may file a grievance within twenty (20) calendar days of the alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 8.02. The Union President, or his authorized representative, may report an impending grievance to the Fire Chief in an effort to forestall its occurrence.

Section 8.03. Any controversy between the City and the Union or any member concerning the interpretations, enforcement or application of any provision of this Agreement, concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted in the following manner:

- a. The grievance shall be discussed by the member with the Fire Chief or his designee. At or before the discussion, the grievant will advise what procedure or practice is being contested and which provision of this Agreement or prevailing practice is alleged to have been violated. Said member's Union President, or his alternate, shall be present at said discussion. The answer will be submitted by the Fire Chief or his designee in writing within twenty (20) calendar days of such discussion to the member(s) involved, and to the Union President.

- b. The parties agree to cooperate in the investigation of the grievance and to make available to each other upon reasonable request, any evidence that is relevant to the matter involved in the pending grievance.
- c. If the grievance is not settled by the provisions of Section 3 (a) of this Article, it shall be submitted in writing to the Union Grievance Committee. Within twenty (20) calendar days of the Chief's written response, the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement and shall advise the Chief of their decision to exercise either action provided for in sub-step (1) or (2) below.
 - i. If the Union Grievance Committee finds a grievance does not exist, it shall so inform the Fire Chief in writing, and no further proceedings shall be necessary.
 - ii. If the Union Grievance Committee finds a grievance does exist, the Grievance committee shall submit, in writing, the grievance to the City Manger for resolution advising the basis for such claim.
- d. The City Manager shall submit his answer in writing to the Union Grievance Committee, the member involved, and the Fire Chief within twenty (20) calendar days, specifying the basis for his decision. If the City Manager and the Union Grievance Committee have not settled the grievance within twenty (20) calendar days, it may be submitted to arbitration for resolution as follows:
 - i. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.
 - ii. Within fifteen (15) calendar days from the receipt of such panel, a representative of the Union and the City shall meet and alternately strike names until one (1) arbitrator remains who then shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
 - iii. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his selection.

- iv. After the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and to the City.
- v. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- vi. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.
- vii. The cost of the impartial arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested, the party requesting shall pay for it.

Section 8.04. All time limits set forth in this Article may be extended by mutual consent, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance. If the City fails to answer in the time provided above, the grievance shall be considered valid and the remedy sought will be allowed. Such resolution will not establish a precedent for the parties. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 18, then the act shall be performed on the next regularly scheduled business day.

Section 8.05. It is specifically and expressly understood that filing a grievance under this article, which has as its last step, arbitration that is final and binding, constitutes an election of remedies and a waiver of any and all rights of the parties, the Union and City or representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance procedure in any court or other appeal form. The only exception to this rule is that either party may seek to vacate any decision of an arbitrator contemplated herein under the following conditions:

- a. Where procured by corruption, fraud, or other undue means;
- b. Where the arbitrator was guilty of partiality, corruption, or misconduct;

c. Where the arbitrator exceeded his powers;

d. Where the award is in violation of state and/or federal law(s).

ARTICLE IX HOURS AND WORK PERIOD

Section 9.01. The twenty-four (24) hour shift members shall continue to work the current, three platoons, twenty-four (24) hour shift.

Section 9.02. The twenty-four (24) hour shifts are comprised of the following days on duty and off duty: day on duty, day off duty, day on duty, day off duty, day on duty, four (4) days off duty. Each day shall begin at 7:00am the next day, comprising twenty-four (24) hours. Each duty day consists of twenty-four (24) hours of relief of duty. This sequence continues up to four (4) days off duty.

Section 9.03. For all twenty-four (24) hour shift members there is hereby established a series of work periods of fourteen (14) days duration that coincide with the current biweekly pay period.

Section 9.04. Day members shall work a ten (10) hour day, four (4) days a week schedule except the Emergency Management Director who shall work an eight (8) hour day, a five (5) day a week schedule. For all day members, there is in effect a standard seven (7) day work week that begins Sunday morning at 7:00am and ends the following Sunday morning at 7:00am.

ARTICLE X OVERTIME, CALL- BACK AND OFF DUTY TRAINING

Section 10.01. The twenty-four (24) hour shift members shall receive overtime at one and one-half times their regular rate for hours accumulated in excess of one hundred and six (106) hours per fourteen (14) day work period.

Section 10.02. Day Members shall receive overtime at one and one-half times their regular rate of hours accumulated in excess of forty (40) hours per seven (7) day work period.

Section 10.03. Except as provided herein, all leave granted shall be allowed. In the event that staffing on a shift falls below eleven (11) or additional staffing needed for any reason other than an incident resulting in calling back the entire shift or shifts, members shall be called back from a "call back roster." Members may elect to sign up on the call back roster. The call back roster will be a permanent list and a member may elect to remove himself from the list at any time, and any member not on the list may add his name to the bottom of the rotation at any time. The call back roster shall be maintained in the office of the Battalion Chiefs. The call back roster shall be a rotating list. Members on the call back roster will be called according to the standard operating guidelines. Members being called

back for less than twelve hours cumulative will not lose their turn on the call back roster. Members shall receive a two hour minimum for emergency call back.

Section 10.04. Off duty members shall receive pay one and one-half times their hourly rate of pay or compensatory time off at the rate of time and one-half, at their option, for each hour of attendance at training as required in writing by the Fire Chief.

Section 10.05. Any request by a member for voluntary non-incentive certifiable training will be considered on a case-by-case basis taking into consideration the benefit of the certified training course for the Fire Department. If a request for voluntary non-incentive certifiable training is approved by the Fire Chief, in writing, the Department will pay tuition as well as lodging and meals in compliance with the City's approved travel policy and will also allow the member time off for the training so long as the operations of the Fire Department are not impeded. Any member training off duty shall receive compensation time at the rate of one (1) hours of compensatory time for every hour of training.

Section 10.06. Members of the bargaining unit may use compensatory time in any manner they choose so long as the normal operations of the Fire Department are not impeded as determined by the officer in charge of the shift. Maximum accrual of compensatory time will be limited to two hundred sixty-four (264) hours.

ARTICLE XI TRADING TIME

Section 11.01. The City agrees that members may trade time, provided the operations of the Fire Department are not impeded and the officer or officers in charge of the shift or shifts is notified in advance. Members at the rank of firefighter may only trade with members of equal rank. Members who hold the rank of Lieutenant may trade within rank or one rank above. Members who hold the rank of Captain or above may trade within rank or one rank above or below. Members will be limited to two hundred and forty (240) hours of trading time per calendar year. This cap applies only to the employee who is not present, not to the employee who is substituting for the scheduled employee.

ARTICLE XII WORKING OUT OF CLASSIFICATION

Section 12.01. Any member covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds shall be stepped down and back one in the position or rank being filled for each shift worked out of classification after the first three (3) consecutive shifts.

ARTICLE XIII HEALTH AND LIFE

Section 13.01. The City agrees to make group health insurance coverage available to all members of the bargaining unit. The City will pay a maximum of \$275.00 per month for single coverage; a maximum of \$500.00 for adult/children coverage; a maximum of \$525.00 a month for coverage for couples and a maximum of \$560.00 a month for family coverage.

Section 13.02. The City agrees to provide all members with life insurance at no cost, in at least the following amounts:

Death Benefit	\$20,000.00
Accidental Death	\$40,000.00
Dismemberment up to	\$20,000.00

ARTICLE XIV MUTUAL RESPONSIBILITY

Section 14.01. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that members are treated without regard to race, color, religion, sex, national origin, age, marital status, veteran status, handicapped status, political affiliation, or any other protected status. Specifically, pursuant to guidelines of the Equal Employment Opportunity Commission, each part is obligated to take positive action in affording equal employment, training and promotional opportunities to all members as required by Title VII of the Civil Rights Act of 1964, as amended.

Section 14.02. In the event that any portion of this Agreement unintentionally conflicts with the City's capability to be in compliance with said Act, the EEOC Guidelines will be overriding to that portion of this Agreement.

Section 14.03. The Union and the City specifically recognize the necessity of continuous improvements in efficiency and effectiveness throughout the Fire Department operation. Both parties will cooperate in accomplishing these results.

Section 14.04. The Union and the City agree that no member shall be terminated specifically because of race, color, religion, sex, national origin, age, marital status, veteran status, handicapped status, political affiliation, or any other protected status or without just cause, subject to the Grievance Procedure contained here in to fore.

ARTICLE XV MILITARY LEAVE

Section 15.01. Military leave shall be granted in accordance with state law. Members of the bargaining unit shall notify their supervisor of their schedule as soon as the information becomes available. Copies of orders to report shall be

given to the Fire chief who shall forward them to the Personnel Department. On return from leave, the member is to bring evidence of dates and time in attendance.

Section 15.02. Members on military leave shall not be counted toward the "three (3) off rule."

ARTICLE XVI

SICK LEAVE, FAMILY LEAVE, AND FUNERAL LEAVE

Section 16.01. Sick Leave – sick leave is granted when members are unable to perform their duties because of personal illness, injury, or disability.

Section 16.02. Family Leave – family leave (charged to accrued sick leave) is granted when medical care is necessary or when illness or injury requires hospitalization or attendant care of a member of the firefighter's immediate family. (Immediate family is defined in Section 3). A maximum of seventy-two (72) hours per calendar year is allowed for twenty-four (24) hour shift members and forty (40) hours for day members. Additional time off may be granted charged to the member's accrued vacation or holiday leave. This provision is separate and apart from the Family and Medical Leave Act of 1993.

Section 16.03. Funeral Leave – members may be granted time off (charged to accrued sick leave) not to exceed two (2) consecutive shifts for twenty-four (24) hour shift members or three (3) consecutive work days for day members, due to a death in the member's immediate family. Immediate family is defined as the member's or the member's spouse; spouse, grandparent, grandchild, parent-in-law, former guardian, child, brother, sister, parent, and their spouses. Additional time off may be granted charged to the member's accrued vacation or holiday leave.

Section 16.04. Day members shall accrue 4.62 hours sick leave per biweekly pay period and twenty-four (24) hour shift members shall accrue 6.46 hours sick leave per biweekly pay period.

Section 16.05. The maximum accrual of sick leave shall be:

Day Employees	960 hours
Twenty-four (24) hour shift members	1,344 hours

Section 16.06. The officer in charge of the shift shall be notified prior to the start of the shift of the members taking sick leave.

Section 16.07. In the event of a serious illness or injury in which case the member received medical attention, a release for full duty is required from the attending physician before the member can return to work.

Section 16.08. False or fraudulent use of sick leave may be cause for disciplinary action against the offending member. Such disciplinary action may include dismissal.

Section 16.09. Upon death, disability or service retirement, unused accumulated sick leave will be converted to vacation at a rate of one (1) vacation hour for every three (3) hours of accumulated sick leave up to a maximum of 1,344 sick leave (448 vacation) for twenty-four (24) hour shift members and a maximum of 960 hours sick leave (320 vacation) for day members. The converted hours shall not count against the member's regular vacation accrual.

Section 16.10. Any member who is off sick for more than three (3) shifts or three (3) consecutive days off for 40 hour personnel must bring in a doctor's statement before returning to work.

ARTICLE XVII VACATION

Section 17.01. Members of the bargaining unit shall receive vacation time in accordance with the number of years of continuous service with the City, as follows:

Twenty-four (24) hour shift members:

<u>Years of Service</u>	<u>Biweekly Accrual</u>	<u>Yearly Accrual</u>	<u>Maximum Accrual</u>
1-5	4.62 hour	120 hours (5 shifts)	240 hours (10 shifts)
5-10	6.46 hours	168 hours (7 shifts)	336 hours (14 shifts)
10-15	8.31 hours	216 hours (9 shifts)	432 hours (18 shifts)
15-ABOVE	11.08 hours	288 hours (12 shifts)	576 hours (24 shifts)

Day Members

<u>Years of Service</u>	<u>Biweekly Accrual</u>	<u>Yearly Accrual</u>	<u>Maximum Accrual</u>
1-5	3.08 hours	80 hours (10 days)	160 hours (20 days)
5-10	4.62 hours	120 hours (15 days)	240 hours (30 days)
10-15	6.15 hours	160 hours (20 days)	320 hours (40 days)
15-ABOVE	7.70 hours	200 hours (25 days)	400 hours (50 days)

Section 17.02. Members may use vacation time in any manner they choose, so long as normal operations of the Fire Department are not impeded. However, minimum use of vacation time will be:

Twenty-four (24) hour shift members – ½ shift or 12 hours
Day members – 1 hour

ARTICLE XVIII HOLIDAYS

Section 18.01. All members of the bargaining unit shall be entitled to ten (10) holidays and two (2) half-holidays for which they shall receive pay at their regular rate. The authorized holidays shall be as follows:

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (1/2day)	December 24 th
Christmas Day	December 25 th
New Year's Eve (½ day)	December 31 st

Section 18.02. The City agrees that, if a holiday provided in the above schedule falls on a member's regularly scheduled day off or if the member is required to work on a holiday provided in the above schedule, the member shall be compensated for such holiday by receiving equivalent time off with pay at a later date.

Section 18.03. All twenty-four (24) hour shift members shall be granted on (1) shift of duty time off for each holiday and one-half (½) shift of duty time off for each one-half (1/2) holiday. All day members shall receive holiday time as it occurs.

Section 18.04. Members of the bargaining unit may use holiday time in any manner they choose, so long as the normal operations of the Fire Department are not impeded. The maximum accrual of holiday time shall not exceed eleven (11) holidays or two hundred sixty-four (264) hours for twenty-four (24) hour shift personnel, or one hundred eighty (180) hours for day shift personnel.

Section 18.05. For members who promote from a line position on 24 hour shift to a day shift position their accrued holiday leave shall be converted by using the parity conversion factor in the appendix of this agreement.

ARTICLE XIX LEAVES OF ABSENCE

Section 19.01. Leave without pay may be requested by a member of the bargaining unit through the Fire Chief to be approved by the City Manager. Leave without pay shall not exceed five (5) shifts for twenty-four (24) hour shift members or ten (10) shifts for day members. Circumstances requiring additional time shall be subject to approval by the City Manager.

Section 19.02. When members are required to perform jury duty or to appear in a court of law, they shall be compensated as follows:

- a. Jury duty required on scheduled days – members shall receive their regular salary or wages.
- b. If a member is involved in a personal court action, the member should be granted leave to attend to his business, but such time off will be charged to compensatory time, vacation, or holiday time in accordance with that Article.

The member shall not suffer loss of seniority during such absence, nor shall time off be charged to any other accrued leave.

ARTICLE XX

INJURY, WORKERS COMPENSATION AND EXPOSURE

Section 20.01. All members of the bargaining unit shall be covered by the provisions of the Workers' Compensation Act during the performance of their duties. A member injured while performing his assigned duties shall be entitled to the provisions of the Workers' Compensation Act. No member on occupational injury leave shall receive a combination of workers' compensation and salary in excess of or less than his regular pay.

Section 20.02. When a member has been injured or exposed or suspected exposed to bodily fluids or hazardous materials during the performance of their duties, they must report the injury or exposure or suspected exposure as soon as possible, regardless of the extent, to their immediate supervisor. The member shall fill out the City SD-12 Report for the injury, City Form 207 for bodily fluid exposure or suspected exposure, and the City SD-12 for hazardous material exposure or suspected exposure. If the member is unable to do so, their immediate supervisor must complete the reports.

Section 20.03. The member must notify the Safety Director of an injury and the exposure control officer for an exposure or suspected exposure as soon as possible, due to reporting requirements and to ensure that proper medical treatment and follow-up care is completed.

Section 20.04. A member on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

Section 20.05. Any member injured while performing his assigned duties and absent from work more than one (1) shift shall not be charged with his accrued sick leave. The member shall be entitled to time off in accordance with Title 11 Section 49-111. Sick leave will be accrued while off duty because of an on-the-job injury.

Section 20.06. The second member who is off on workers' compensation leave shall not be counted toward the "three (3) off rule."

ARTICLE XXI RULES AND REGULATIONS

Section 21.01. The Union agrees that members shall comply in full with all Fire Department rules and regulations, including those relating to conduct and performance.

Section 21.02. The City agrees that interpretation of department rules and regulations that affect wages, hours and other conditions of employment shall be subject to the Grievance Procedure.

Section 21.03. The City's Personnel Policies shall provide additional provisions not included in this Agreement. If any conflict should arise, this Agreement supersedes the City's Personnel Policies.

ARTICLE XXII SAFETY COMMITTEE

Section 22.01. The City and the Union agree to cooperate to the fullest extent in the promotion of safety through full disclosure of any information, results of survey and/or studies, new forms procedures, materials, equipment and any new concept in safety and health applicable to the Safety Committee.

Section 22.02. Three (3) members of the bargaining unit representing the Union and three (3) employees representing the City shall comprise the Safety Committee. In the event no consensus can be reached concerning the safety of a situation, a neutral party will be selected by the members of the Safety Committee. The neutral party will make a determination as to the safety of the situation.

Section 22.03. The Safety Committee shall meet at such a time as deemed necessary by the City and/or the Union.

Section 22.04. Committee members shall also be allowed while on duty to conduct investigations of safety and health problems if deemed necessary by the City and/or Union. Time off shall not impede the operation of the Fire Department as determined by the Fire Chief.

Section 22.05. All recommendations and reports from the Safety Committee shall be in writing and copies submitted to the City and to the Union.

Section 22.06. The Safety Committee shall conduct annual inspections of all fire apparatus, appliances, tools, and other equipment during the month of March. Any fire apparatus, appliances, tools, or equipment deemed unsafe, or in need of maintenance or repair by such inspection, shall be taken out of service and the City shall perform such maintenance or repair as soon as possible upon notice from the Safety Committee.

ARTICLE XXIII LABOR/MANAGEMENT MEETINGS

Section 23.01. The City and the Union agree to conduct labor/management meetings when requested by either part. These shall be informative discussions between the City and the Union through designated representatives and shall have as their purpose, consideration of matters including, but not limited to, the following: the meaning and intent of this Agreement; the interpretation and application of rules, regulations and policies; the prevention and correction of conditions causing misunderstandings and grievances; the encouragement of good human relations in employee working conditions, education and training; and the strengthening of employees' morale. The Discussions shall relate to policy determinations but not to individual complaints or grievance. All actions taken as a result of these meetings will be consistent with this Agreement.

ARTICLE XXIV CLOTHING AND EQUIPMENT

Section 24.01. The City agrees to furnish and replace the following uniform items for the bargaining unit:

- 2 – Long Sleeved Shirts
- 2 – Short Sleeved Shirts
- 2 – Short Sleeved Pull over Golf Shirts
- 3 – Pairs of Pants
- 1 – Uniform Jacket (light and heavy)
- 2 – Badges (shirt and jacket(s))
- 1 – Belt
- 2 – Shirt and Jacket Insignia
- 2 – Name Plates (shirt and jacket)
- 3 – Tee Shirts
- 1 – Ball Cap
- 1 – Pair of Coveralls
- 1 – Wildland/Station Wear Boots

The uniform items will be purchased at the discretion of the Fire Chief in terms of specifications, amount, and vendor.

It is the responsibility of the member to clean and maintain the items listed in this section and to report for duty in a uniform that is clean and in good repair. Failure to do so shall result in disciplinary action.

All items issued, as listed in this section, shall remain the property of the City of Shawnee. The City agrees to issue clothing, as applicable, to each member as near to October 1st and April 1st as possible each year.

Section 24.02. In addition, the City agrees to furnish at no cost to each member the following protective gear and equipment required by the City:

- 1 – Pair of Bunker Boots
- 2 – Pairs of Gloves
- 1 – Helmet with Strap and Liners
- 1 – Helmet Face Protector Shield or Goggles
- 1 – Pair of Bunker pants with Suspenders
- 1 – Bunker Coat
- 1 – Nomex Hood
- 1 – Nomex Coveralls

All items furnished, as listed in this section, shall remain the property of the City of Shawnee.

Section 24.03. The City agrees that the protective gear and equipment and the items of clothing will meet N.F.P.A. standards at the time of purchase and at replacement time due to damage or end of service life.

Section 24.04. Whenever the Fire Chief determines that replacement of a City owned uniform is necessary, the previously issued item must be surrendered. Uniform items purchased before July 1, 1989, need not be turned in or replaced. Uniform items and protective gear and equipment may not be worn off duty for any purpose not authorized by the Fire Chief. Members shall be required to return uniform items and protective gear and equipment issued under this article at the time of their separation, except as may be authorized by the Fire Chief.

ARTICLE XXV LONGEVITY

Section 25.01. To encourage career service, longevity pay shall be granted in addition to the base wages as shown in Appendix A. It shall be based upon the total years of continuous service with the City.

Section 25.02. Longevity shall be computed based on the last date of hire with the City, as per the following schedule.

<u>Years of Continuous Service</u>	<u>Hourly Rate 24 Hour Shift</u>	<u>Day</u>
4	\$.23	.34
5	.26	.38
6	.29	.43
7	.32	.47
8	.35	.52
9	.38	.56
10	.41	.60
11	.44	.65
12	.47	.69
13	.50	.74
14	.53	.78
15	.56	.82
16	.59	.87
17	.62	.91
18	.65	.96
19	.68	1.00
20	.71	1.05
21	.74	1.09
22	.77	1.13
23	.80	1.18
24	.83	1.22
25	.86	1.27
26	.89	1.31
27	.92	1.35
28	.95	1.40
29	.98	1.44
30	1.02	1.50

Section 25.03. Longevity shall be included with the regular base wages and paid biweekly.

Section 25.04. The above schedule shall apply to all members as they become eligible. The amount now being paid to members shall remain fixed until such time the above schedule exceeds the amount they presently receive.

ARTICLE XXVI EDUCATIONAL/SKILLS INCENTIVE AND TUITION ASSISTANCE

Section 26.01. Educational incentive – the City agrees to compensate member's educational incentive for successful completion (letter grade of "C" or better for each college hour) of college credit hours, applicable to a degree in the field of fire protection or any degree which enhances the member's ability to perform his or her duties or is considered to benefit the City. Upon receipt of an officially sealed college transcript, the City shall pay incentive as per the following schedule:

<u>College Credit Hours</u>	<u>Hourly Rate 24 Hour Shift Day</u>	
32	.16	.24
66	.32	.47
90	.48	.71
124	.64	.94

Educational incentive shall be included with the regular base wages and paid bi-weekly.

Section 26.02. Skills incentive – the City agrees to compensate members incentive for certification of special skills. Upon proof of certification, including renewals when required, the City shall pay incentive as per the following schedule:

		<u>Hourly Rate 24 Hour Shift Day</u>	
#2	Firefighter II	.20	.29
#3	EMT Basic – (Ok DOH or National Registry)	.50	.74
#5	Paramedic – (OK DOH or National Registry)	.50	.74
#6	Haz Mat Tech – (OSU/Fire Service Training)	.20	.29
#7	Physical Fitness Excellence – (City's Criteria)	.20	.29
#8	Scuba – (City's Criteria)	.20	.29
#9	One – 120 hours of OSU Fire Service Continuing Professional Training or Career Tech Fire Service Training	.15	.22
#10	Physical Fitness 80% of Standard	.20	.29
#11	CLEET (Fire Prevention Only)	.50	.74
#12	Physical Fitness 100% of Standard	.20	.29

Any member drawing incentives at present will be allowed to continue to draw the current incentive amounts they receive.

Training course that qualify for skill #9 shall be identified in the Training Record system introduced by the Oklahoma State University Fire Service Training or Career Tech Training Record.

If training is done while on duty, each course is allotted twelve (12) hours credit toward the completion of skills incentive #9. Each course must be successfully completed and shall be validated by a completed OSU Course Report Form 10 or similar training verification from Career Tech.

Members shall be allowed to attend training necessary to obtain skills incentive #3, #5, and #9 while on duty, provided the normal operations of the department are not impeded. Members shall not be charged any accrued leave while attending training on duty. Members shall carry a portable radio and will be subject to respond to emergency and other calls as directed by the officer in charge. Attendance of any skills incentive training held outside the corporate city limits of the City of Shawnee shall be subject to approval by the Fire Chief and shall be charged to the member's accrued holiday or vacation leave.

Training courses shall not be duplicated nor will refresher courses contribute toward additional hours of credit.

Skills incentive shall be included with the regular base wages and paid biweekly.

Section 26.03. Tuition Assistance – tuition assistance is available to all members of the bargaining unit. To qualify for tuition assistance, the member must obtain prior written approval for all courses for which tuition assistance will be sought. Applications for tuition assistance must be signed by the employee and approved by Fire Chief and City Manager. The application must be submitted prior to enrollment. The employee is responsible for paying for any course approved and may seek reimbursement based upon the conditions set forth in this article.

To be acceptable for reimbursement of tuition, lab fees and books, each course must provide training that will end to improve the services which a member was hired to perform, and be completed with a grade of "C" or better. Upon successful completion of the course(s) each semester, the member will initiate a claim of reimbursement by presenting an itemized receipt and a copy of the grade report from the college, university or technical training center.

ARTICLE XXVII WAGES

Section 27.01. All members of the bargaining unit shall receive wages according to Appendix A of this Agreement. For FY 2011-2012, there will be a three percent (3%) cost of living increase in wages.

Section 27.02. The following indicates both the classification and pay range of the positions covered by this Agreement:

<u>Classification</u>	<u>Pay Range</u>
Firefighter	01
Lieutenant	11
Captain	21
Deputy Fire Marshal	21 (D)
Training Officer	31 (D)
Battalion Chief	31
Emergency Management Director	31 (D)
Fire Marshal	31 (D)

Section 27.03. During the first year of employment, a probationary firefighter will be employed at Step 1. Based on satisfactory performance he will be increased to Step 2 at the end of one (1) year of satisfactory employment.

Section 27.04. Each year, members on their anniversary date, shall be eligible for a merit increase unless they are at Step "6" of their pay classification range. Upon promotion to a higher rank the member's merit date becomes the date of promotion and their anniversary date will be used for longevity only.

In the event a member is demoted, the member's merit date becomes the date of the demotion and their anniversary date will be used for longevity only.

Anniversary date for all members hired after January 1, 1979, will be a permanent anniversary date of the member's individual date of employment. All members hired prior to January 1, 1979, will have a permanent anniversary date of July 1st unless they are promoted or demoted. The merit increase shall be based on receiving a standard or above rating on the Employee Performance Evaluation.

Upon promotion to Lieutenant, the Firefighter will go down one (1) step and back one (1) step. Promotion to Lieutenant will not be considered until the member has three (3) years on the job. The member is responsible for the initiation of the process to enroll in the next Lieutenant Academy.

Upon promotion to Captain or above the member shall go one (1) step down and one (1) step back from the current step that they hold. To obtain the rank of Captain the member must have five (5) years on the department before they can test. To make the rank of Battalion Chief, the member must have eight (8) years on the department before they can test. The Shawnee Fire Department Promotional Procedures will be used for additional criteria.

ARTICLE XXVIII SAVINGS CLAUSE

Section 28.01. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the

invalid provision or application; and to this end the provisions of this Agreement are severable.

Section 28.02. All amendments to this Agreement shall be numbered, dated and signed by the City and the Union and shall be subject to the provisions of this Agreement unless the terms of said amendments specifically delete or change a provision of this Agreement; and all amendments shall become part of this Agreement as if specifically set forth herein.

Section 28.03. Any appendices to this Agreement shall be numbered, dated and signed by the City and the Union and shall be subject to the provision of this Agreement unless the terms of said Appendices specifically delete or change a provisions of this Agreement; and all appendices shall become part of this Agreement as if specifically set forth herein.

ARTICLE XXIX MEDICAL EXAMINATIONS

Section 29.01. The City shall furnish physicals annually and will include testing for Hepatitis B, C, HIV and any other blood borne pathogens. Additional testing for the before mentioned will be done, as needed upon suspected exposure. Physicals will be mandatory for all personnel. These physicals will be scheduled on-duty by the Fire Chief's Office. The City will provide annual testing for tuberculosis to all personnel.

Section 29.02. The parties to this contract acknowledge and agree that upon the agreement among the International Association of Firefighters (IAFF), the International Association of Fire Chiefs (IAFC) and the ten cities participation in the Physical Fitness certification Program, the City and Union will implement the program for all firefighters covered by this agreement. The parties will mutually cooperate in implementing such program. A committee composed of the Fire Chief, the Deputy Fire Chief, the City Treasurer/Finance Director and three members selected by the Union will be created to provide suggestions to the Fire Chief with reference to the implementation of the program.

Section 29.03. Physical fitness test will be considered for incentive only and will not be used for any other purpose. This section will become effective once the requirements of Section 2 have been met.

Section 29.04. The City shall furnish mask fit testing for all employees annually. The testing will be scheduled on duty by the Fire Chief and shall be in compliance with current OSHA standards. Such testing is mandatory for all members.

Section 29.05. Any member who misses his scheduled medical physical or mask fit testing will be afforded one additional rescheduling on duty. If the member

misses rescheduled time, he will be responsible for scheduling and completing each examination on his own time.

Section 29.06. The City agrees to provide Hepatitis B shots to members of the bargaining unit. Any member refusing the inoculation must do so in writing.

ARTICLE XXX
ALCOHOL & CONTROLLED SUBSTANCE TESTING
POLICY AND PROCEDURES

Section 30.01. Policy Statement: The City and the Union recognize the importance of having a drug and alcohol free workplace and the fact that substance abuse is a treatable illness. Both parties understand that the abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, the employee, and other City employees. Because of these understandings, the parties to this Agreement acknowledge that it is in their mutual best interest to prevent, treat and eliminate drug, alcohol, and chemical substance abuse in the workplace. Any employee found using, possessing, selling, distributing or being under the influence of an illegal chemical substance and/or alcohol during working hours or on City property will be subject to discipline up to and including termination.

Section 30.02. Effective Date: This policy will be effective thirty (30) days after official posting in a prominent place at all fire stations and following a distribution of the policy to all members. In addition, a copy will be given to each applicant for employment upon receiving a conditional offer of employment.

Section 30.03. Authority: This policy shall be in accordance with and administered pursuant to 40 O.S. § 551 et. seq.: The Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 30.04. Application: This policy shall apply to all members of the bargaining unit covered under this Agreement as well as all applicants for employment once they have received a conditional offer of employment

Section 30.05. Education: All members shall be informed of the Department's drug and alcohol testing policy and procedures, including information concerning the impact of the use of drugs and alcohol upon job performance; how testing is to be conducted; and the consequences of the testing procedures.

Section 30.06. Pre-Employment Testing: All applicants for position with the Fire Department shall undergo drug and/or alcohol testing following a conditional offer of employment but prior to final hiring and assignment. Refusal to undergo a test, or a confirmed positive test, shall be the basis for withdrawing a conditional offer of employment.

Section 30.07. Reasonable Suspicion Testing: Drug or alcohol testing may be conducted on any member when objective evidence exists, establishing reasonable suspicion of substance abuse in the workplace. Reasonable suspicion may be based upon, among other things:

- a. Observable and articulable phenomena, such as physical symptoms or manifestations of being under the influence of drugs or alcohol

while at work or on duty (appearance, behavior, speech, body odor, etc.) or the direct observation of such use while at work or on duty;

- b. Reports of drug or alcohol use from reliable and credible sources, which are independently corroborated;
- c. Evidence that an individual has tampered with a drug or alcohol test during his/her employment; or
- d. Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while on duty or while on the City's premises or operating the City's vehicle, machinery or equipment.
- e. No testing under "Reasonable Suspicion" shall be initiated unless the circumstances are properly reviewed and agreed upon by two (2) management/supervisory representatives. However, only one management/supervisory representative is necessary to require an employee to submit to drug/alcohol testing if the supervisor observes the employee ingest, smoke, or use a controlled substance or alcohol. Managers/supervisors are prohibited from demanding or encouraging drug or alcohol testing under this section without reasonable suspicion.
- f. The supervisor shall verbally inform the employee the reason for the suspicion. Additionally, a written record of the observations leading to a drug or alcohol test shall be created and signed by the supervisor(s) who made such observations within 24 hours of the observed behavior. A copy of the report shall be forwarded to the Fire Chief with a copy to the Personnel Director.
- g. The employee involved must stop work immediately and shall be transported, as soon as possible, to the designated testing facility by a management/supervisory employee. Prior to testing, the employee will be required to sign a drug/alcohol testing consent form. Failure or refusal to sign the form and to submit to testing will be cause for an adverse inference that the employee was under the influence, as well as a charge of insubordination, and appropriate disciplinary action, up to and including termination, will be initiated.
- h. The employee will not be allowed back to work until the results of the test are known. A management/supervisory employee will make arrangements for the safe transportation of the employee to his/her home. If the results of the test prove negative, any time off will deemed to be with pay.

Section 30.08 Post Accident Testing: Post-accident drug or alcohol testing may be conducted on employees only where there has been damage to City property which the City reasonably believes at the time exceeds \$500.00 dollars, or actual work related injury to an employee or third party, or where there exists reasonable suspicion (as defined in Section 6) that the accident, injury or damage was a direct result of the employee's use of drugs or alcohol. The post accident test shall be administered while the employee is on duty or prior to going off duty, or as close to as possible. If testing cannot be done within two (2) hours of the accident, the manager/supervisor shall prepare and maintain a written record of the reasons. After eight (8) hours, such efforts to administer testing shall cease and a copy of the written record shall be forwarded to the Personnel Director. No employee required to take a post accident alcohol or drug test shall use any alcohol or drugs, of any kind, following the accident until he/she undergoes the post accident testing.

Section 30.09. Post Rehabilitation Testing: The City may require an employee to undergo drug or alcohol tests without prior notice for a period of two (2) years after the employee's return to work following a confirmed positive test, and following participation in drug or alcohol dependency program under a City benefit plan or attended at the request of the City. Post-rehabilitation testing shall be conducted in addition to any other testing the employee is subject to under this Policy.

Section 30.10. Substances for which tests may be given (including metabolites)

Ethyl alcohol or Ethanol (beer, liquor, etc.)

Cannabinoids or Marijuana (pot, weed, grass)

Cocaine (including crack)

Amphetamines (including speed)

Opiates (including morphine, codeine, dilaudid, percodan)

Phencyclidine (including angel dust, PCP)

Threshold reporting levels shall be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). Any positive levels below those established reporting levels shall not be reported to the City Medical Review Officer by the testing laboratory.

Section 30.11. Methods and Documentation: Collection, storage, transportation, and testing procedures shall be conducted in accordance with rules established by the Oklahoma State Board of Health. Testing facilities shall meet the qualifications and standards of and be licensed by the State Department of Health. Samples shall be collected only by those persons "deemed qualified" by the State

Board of Health and appropriate labeling of samples shall occur so as to reasonably preclude the probability of erroneous identification of test results. Body component samples that are appropriate for drug and alcohol testing shall be collected with due regard to the privacy of the individual being tested. In no case shall the City's representative directly observe collection of a urine sample. A written record of the chain of custody of the sample shall be maintained until the sample is no longer required. An applicant or employee shall be given the opportunity to provide notification of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. In the event that an employee wishes to challenge the results of the City's test, he/she may do so as provided in this policy. The employee must have had the sample collected within one hour of the City's sample and such retest must be in accordance with the standards set for by the State Department of Health and in this policy.

Section 30.12. Costs: The City is responsible for all costs associated with drug or alcohol testing. However, if an employee requests a retest to challenge the findings of a confirmed positive test, the employee is responsible for the cost of the test unless that test reverses the findings of the previous positive test, in which case the City is responsible for the cost. Any initial test of a current employee must be performed during or immediately after the employee's scheduled work period and is deemed as compensable work time as applicable under the Fair Labor Standards Act.

Section 30.13. Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to terms of this policy will be subject to disciplinary action up to and including termination. Employee found supplying or attempting to supply an altered sample or a substitute sample, not their own, by whatever means, shall be subject to disciplinary action up to and including termination.

Section 30.14. Medical Review Officer: The City shall contract with a Medical Review Officer qualified by the State Board of Health. The Medical Review Officer shall receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. Upon receiving a confirmed positive test result, the Medical Review Officer shall contact the applicant or employee prior to notification of City officials. The applicant or employee shall be given the opportunity to explain the test results.

Section 30.15. Confidentiality: The City shall comply with all provisions of the Workplace Drug and Alcohol Testing Act including confidentiality and shall treat all test and all information related to such test, including interviews, memoranda, reports, and statements as confidential. All records relating to drug testing shall be kept separated from personnel records. Such records may not be used in any criminal proceeding or civil or administrative action except in actions taken by the City or otherwise involving the subject employee and the City, unless there is a valid court order authorizing the release of such records. Records shall be the property of the City and will be made available to the affected applicant or employee for

inspection and copying upon request. Records may not be released to any person other than the applicant or employee without the applicant or employee's expressed written permission, or if otherwise required by law.

Section 30.16. Disciplinary Action: The City recognizes that substance abuse is treatable and that appropriate responses to these problems include education, treatment and rehabilitation. The City shall not take disciplinary action against an employee who test positive for drugs or alcohol unless the test is confirmed by a second test performed on the same sample using the methods prescribed by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act. However, this shall not preclude the use of administrative leave in the cases involving reasonable suspicion.

- a. Voluntary disclosure: In order to help and assist employees, the City will permit members who voluntarily come forward admitting a substance problem to initiate rehabilitation through the City's Employee's Assistance Program (EAP). The employee shall not be considered to have suffered a violation of this policy or be subject to discipline under this section. However, those employees in safety sensitive positions may be assigned to non-safety sensitive positions, until a verified negative drug or alcohol test can be obtained from an appropriate testing facility. The affected member may only be assigned to that position for a maximum of 60 calendar days. At the end of the 60 day period if the employee can not be assigned back to their normal position, the employee may be required to enter into a signed agreement for continued required drug or alcohol testing and EAP compliance if a problem determined to exist. (Available vacation, compensatory or sick leave accruals may be utilized by employees in such situations).
- b. Positive Test Results: In light of its recognition that substance abuse is a treatable condition, the City will evaluate the employment history of any employee who tests positive for drugs or alcohol after a test under reasonable suspicion criteria or post accident scenario. The appropriate course of action will be determined based on the employee's total work record including, but not limited to, any prior documented drug or alcohol problems. Whenever reasonable under the totality of the circumstances, the employee will be offered the opportunity to enter into a rehabilitation program. Continued employment shall be contingent upon the successful completion of a rehabilitation program and an agreement to undergo random or periodic drug and/or alcohol post-rehabilitation testing for two (2) years. However, the City reserves the right to initiate disciplinary action for a confirmed positive test result, when reasonable and appropriate, under the totality of the circumstances including the degree of damage to property or injuries to persons.

- c. Employees who have tested positive shall not be allowed to return to work until they can provide a verified negative "return to work" test from a City approved facility and which test meets the requirements of this policy. An employee may be allowed a maximum of twelve (12) weeks; the employee may be suspended, demoted, or terminated. Until a negative "return to work" test is supplied, the employee will be on administrative leave without pay. However, the employee may use accumulated sick leave, vacation leave, and compensatory leave during this period of time. An employee may request a "return to work" test no sooner than two (2) weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy shall be subject to disciplinary action.
- d. Employees entering into the EAP or other program, after testing positive for drugs and/or alcohol, shall be permitted to do so only once. Any future recurrence for abuse with the same or any other substance will result in disciplinary action.
- e. Grievances arising from implementation and operation of this drug testing policy will be handled in accordance with provisions of this contract.

Section 30.17. Testing Procedures: When a drug or alcohol test is deemed appropriate under this policy, the employee's supervisor shall transport or arrange for an employee to be transported to the City designated testing facility for testing.

- a. Employees must present a picture ID (Oklahoma Driver's License or City of Shawnee ID, etc) or be accompanied by a supervisor who can provide identification as the employer representative to the testing personnel prior to testing and as required by HIDA procedure.
- b. The supervisor shall make a reasonable effort to ensure that the employee is safely transported to their place of residence after any drug or alcohol testing is completed under criteria of reasonable suspicion or post accident testing.

Section 30.18. Employee Assistance Program (EAP): The City shall maintain either an in-house or contractual "Employee Assistance Program." The EAP provided by the City shall at a minimum provide drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation. Employees who voluntarily come forward admitting to alcohol or drug problems and who initiate EAP rehabilitation through the City's program shall not be

considered to have suffered a violation of this policy or be subject to discipline. However, those employees in safety sensitive positive positions may be assigned to non-safety sensitive positions until a verified negative drug or alcohol test can be obtained from an appropriate testing facility.

Section 30.19. Penalties and Remedies: Employees are hereby advised that there are certain criminal sanctions and civil remedies for violations of Oklahoma's Standards for Workplace Drug and Alcohol Testing Act contained in 40 O.S. § 551 et. seq.

Section 30.20. Prohibitions: No employee shall report for duty within four (4) hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater and no supervisor shall permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee shall be on duty or operate a City vehicle or perform job duties while in possession of alcohol nor use alcohol during such duty time. Further, no employee shall report for duty, drive a City owned vehicle or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician and/or when the physician has advised an employee the substance will not adversely affect and employee's ability to drive a vehicle. No supervisor having knowledge that an employee has used a controlled substance shall permit an employee to be on duty or drive/operate any City vehicle.

IN WITNESS WHEREOF, the parties hereto have set their hands this 12__
day of September, 2011.

FOR THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

City Manager Brian McDougal
ATTEST:

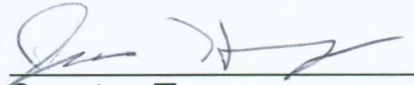
(SEAL)

City Clerk Phyllis Loftis

FOR THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL NO. 206



President
Brenden Sheppard
ATTEST:



Secretary/Treasurer

Joe Henry

APPENDIX A EFFECTIVE July 1, 2011

	Grade	Step	Step 2	Step	Step 4	Step	Step
Firefighter	1	11.23	11.82	12.45	13.11	13.78	14.50
Lieutenant	11		14.00	14.73	15.50	16.32	17.13
Captain	21		16.74	17.64	18.54	19.54	20.60
Battalion Chief	31		18.54	19.50	20.53	21.60	22.73
Deputy Fire Marshall	21-D		24.64	25.97	27.32	28.75	30.31
Fire Marshal	31-D		27.21	28.69	30.22	31.80	33.46
Training Officer	31-D		27.21	28.69	30.22	31.80	33.46
Emergency Management	31-D		27.21	28.69	30.22	31.80	33.46

Regular Board of Commissioners

9.

Meeting Date: 09/19/2011

Sales Tax Report

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Sales Tax report received September, 2011.

Attachments

Sales Tax Report

City of Shawnee Memorandum

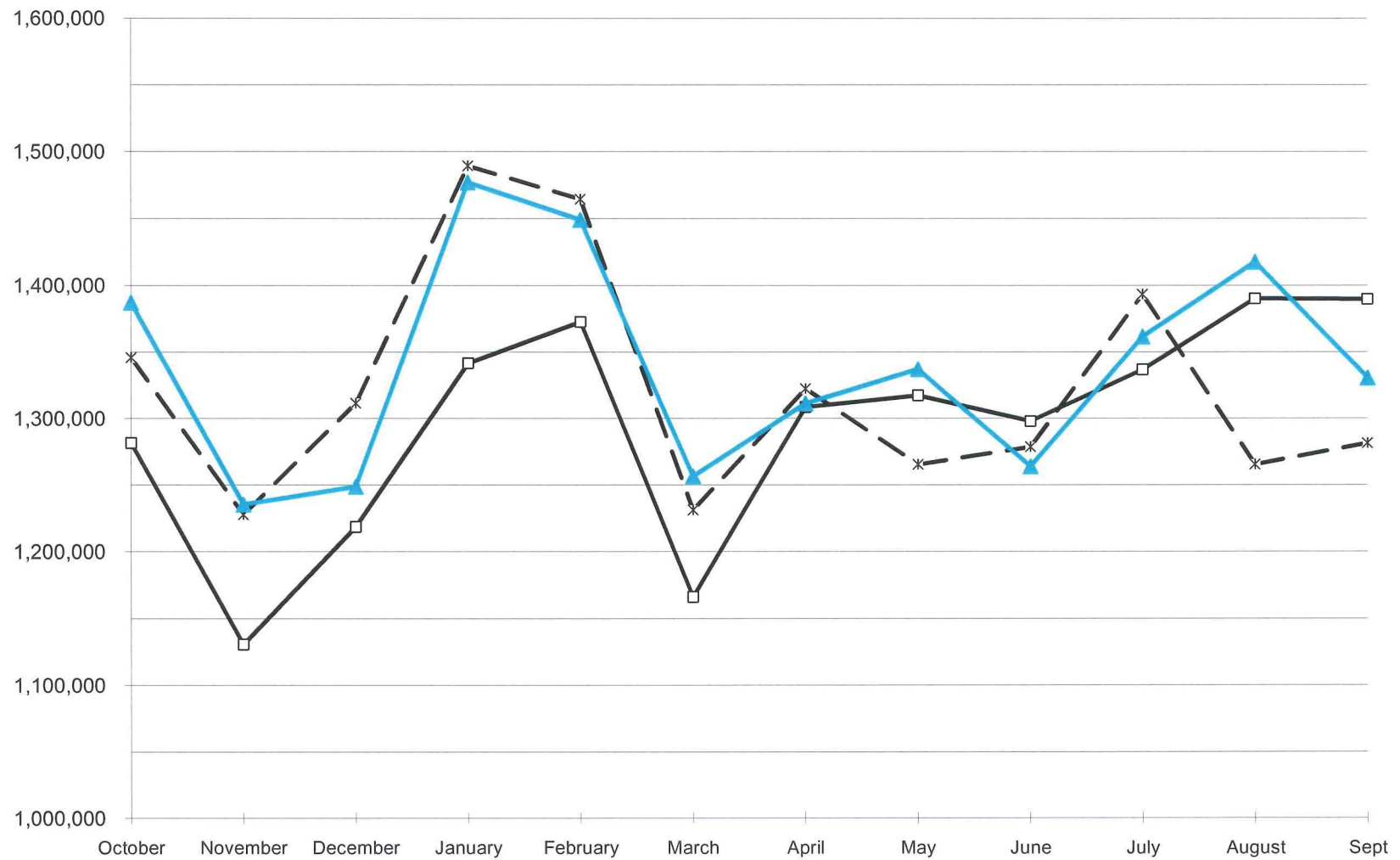
To: Mayor and City Commissioners
CC: Brian McDougal, City Manager
From: Cynthia R Sementelli, Finance Director
Date: September 11, 2011
Re: City Sales Tax Report



September 2011 Sales Tax receipts were down \$59,282 or 4.27% compared to last year receipts. The September sales tax amount received plus interest was \$1,330,420 which is approximately down 2.14% compared to the year to date budget amount. Compared to 2008 figures we were up by \$49,186 or 3.83%.



**CITY OF SHAWNEE
SALES TAX COLLECTIONS
Oct 2008 to Sept 2011**



—x— July 2008 through June 2009

—□— August 2009 through July 2010

—▲— August 2010 through July 2011

	July 2008	August 2009	August 2010	Increase (Decrease)	
	through	through	through	Over Prior Year	
Month	June 2009	July 2010	July 2011	Amount	Percentage
October	1,345,662	1,281,416	1,386,987	105,571	8.24%
November	1,227,640	1,130,651	1,235,390	104,739	9.26%
December	1,311,389	1,218,404	1,248,649	30,244	2.48%
January	1,489,243	1,341,370	1,476,824	135,453	10.10%
February	1,464,546	1,372,608	1,448,966	76,358	5.56%
March	1,230,951	1,165,927	1,256,430	90,503	7.76%
April	1,322,381	1,308,463	1,311,387	2,924	0.22%
May	1,265,208	1,317,167	1,337,029	19,861	1.51%
June	1,278,401	1,298,026	1,263,777	(34,249)	(2.64%)
July	1,393,065	1,336,599	1,361,273	24,675	1.85%
August	1,265,208	1,390,086	1,417,308	27,222	1.96%
Sept	1,281,234	1,389,702	1,330,420	(59,282)	(4.27%)
Total	15,874,928	15,550,418	16,074,438	524,019	3.37%

Period	Prior Year Actual	Current Year Actual	Increase (Decrease) Over Prior Year	
Fiscal Year to Date	4,116,386	4,109,001	(7,385)	(0.18%)

Fiscal Year to Date Budget based on last year actual plus 2%

Period	Current Year Budget	Current Year Actual	Budget Variance Favorable (Unfavorable)	
Fiscal Year to Date	4,198,714	4,109,001	(\$89,712)	(2.14%)

Regular Board of Commissioners

10. a.

Meeting Date: 09/19/2011

Refurbish Screw Pumps

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Attachments

Replace Screw Pumps

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

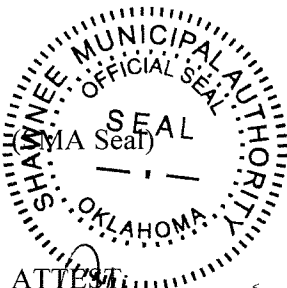
The purpose of this specification is to provide long term protection and improvement to the operation of Screw Pumps with new equipment at the Northside Wastewater Treatment Plant. BIDDERS must obtain Bid Documents directly from the Shawnee Municipal Authority/City of Shawnee, Beneficiary in order for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

Regular Board of Commissioners

10. b.

Meeting Date: 09/19/2011

Lake Road Bridge Rehab

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)

Attachments

Lake Road Bridge Repair

BID TABULATION SHEET

Lake Road Bridge Rehabilitation Project
Contract No. COS-PW-11-03

September 6, 2011

<u>BIDDER</u>	<u>AMOUNT</u>
<u>Wildcat Const. Co., Inc. & Subsid.</u> Topeka, KS	<u>663,409.50</u>
<u>PbX Corporation</u> Sapulpa, OK	<u>630,316.30</u>
<u>C-P Integrated Services, Inc.</u> Oklahoma City, OK	<u>645,401.27</u>
<u>Meridian Contracting, Inc.</u> Tucson, AZ	<u>659,600.00</u>
Engineer's Estimate: \$ <u>458,000⁰⁰</u>	

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., **Tuesday, September 6, 2011**, for:

BID: CONTRACT NO. COS-PW-11-03
LAKE ROAD BRIDGE REHABILITATION PROJECT

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74801. The fee for Plans and Specifications is \$25.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$5.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, August 17, 2011, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK 74801.**

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

BID: CONTRACT NO. COS-PW-11-03
LAKE ROAD BRIDGE REHABILITATION PROJECT
SEPTEMBER 6, 2011

This project shall include **complete deck rehabilitation, removing existing 2" concrete overlay and adding new multiple layer polymer concrete overlay, joint repair consistent of new expansion devices at piers and new fix joints at abutment, grout and repair beams and diaphragms, etc...** BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with the specifications as issued by the City of Shawnee. Should the successful BIDDER fail to deliver the service in full compliance with the specifications within forty-five (45) days after acceptance of his/her bid, the bidder's bond, certified check or cashier's check deposited with his/her bid will be retained as and for liquidated damages. The deposit of each unsuccessful bidder will be returned when his/her bid is rejected.

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., **Tuesday, September 6, 2011**. The City of Shawnee reserves the right to reject any and all bids.



Phyllis Loftis
Phyllis Loftis, City Clerk

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

BY: _____

Brian E. McDougal
Brian E. McDougal, City Manager

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-11-03
LAKE ROAD BRIDGE REHABILITATION PROJECT

Business Name: Logos Construction
Contact: Paul Barnard
Address: 614 W. 46th Street
Sand Springs, OK 74063
Telephone: 918-241-2546
Fax: 918-227-9950
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: 08/01/11

Business Name: Interstate Improvements
Contact: Theresa
Address: 16871 Canby Ave
Faribault, MN 55021
Telephone: 507-333-2677
Fax: 507-333-3901
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: 08/01/11 credit over phone, mailed

Business Name: Gibson & Associates
Contact: Pam Davis
Address: 11210 Ryliecrest
Balch Springs, TX 75180
Telephone: 972-557-1199
Fax: 972-557-1552
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: 08/02/11 recd chk, fedex

Business Name: Meridian Contracting, Inc
Contact: Mindy Graft
Address: 3855 North Business Center Drive
Tucson, AZ 85705
Telephone: 520-878-0500
Fax: 520-878-0501
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: recd check 08/10/11, FedEx'd

Business Name: PbX Corporation
Contact: Logan Hudspeth
Address: 8602 W. 81st Street So
Tulsa, OK 74131
Telephone: 918-227-9650
Fax: 918-227-9637
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: recd check 08/09/11, FedEx'd

Business Name: Seismic Energy Products, L.P.
Contact: Trisha Nix
Address: 518 Progress Way
Athens, TX 75751
Telephone: 903-675-8571
Fax: 903-677-4980
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: rec'd chk 08/15/11 – FedEx'd 2nd day

Business Name: CP Integrated Services
Contact: Steve Conley
Address: 3800 Beacon Dr
Oklahoma City, OK 73179
Telephone: 405-732-0532
Fax: 405-732-0502
Cell: 405-823-2147
E-Mail: sconley@theshop.net
Paid for & Picked Up Specs: 08/17/11

Business Name: Paradigm Construction
Contact: Roxanne Peck
Address: 7146 Braden Ave St. 300
Tulsa, OK 74136
Telephone: 918-488-0060
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: cc pmt 08/16/11 – FedEx'd

Business Name: JLT Contracting
Contact: _____
Address: 106 1/2 N. Harrison Ave St. 203
Cushing, OK 74023
Telephone: 918-225-2242
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: recd ck 08/16/11 – mailed plans

Business Name: RAM Construction Services
Contact: Cathy Gallina
Address: 13800 Eckles Rd
Livonia, MI 41850
Telephone: 734-437-6282
Fax: 734-437-6206
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: recd ck 08/19/11, FedEx'd plans

Business Name: Wildcat Concrete Services, Inc.
Contact: Justin Frasier
Address: 2244 NW Brickyard Rd
Topeka, KS 66618
Telephone: 785-233-1400
Fax: _____
Cell: 785-207-2299
E-Mail: justinf@wildcatconcrete.com
Paid for & Picked Up Specs: phone pmt, emld docs 09/02

Business Name: _____
Contact: _____
Address: _____

Telephone: _____
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: _____

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	\$ 968.00
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	\$ 1,950.00
3.	325	Separator Fabric	196.00	S.Y.	\$ 9.00	\$ 1,764.00	\$ 16.93	\$ 3,318.28	\$ 5.00	\$ 980.00	\$ 5.20	\$ 1,019.20
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	\$ 2,288.00
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	\$ 10,400.00
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	\$ 9,240.00
7.	619(B)	Removal of Guardrail	200.00	L.F.	\$ 2.00	\$ 400.00	\$ 2.64	\$ 528.00	\$ 4.00	\$ 800.00	\$ 2.00	\$ 400.00
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	\$ 2,475.00
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	\$ 8,400.00
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	\$ 5,000.00
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	\$ 61,625.00
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	\$ 4,060.00
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	\$ 109,525.00
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	\$ 148,280.00
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	\$ 26,016.00
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	\$ 50,500.00
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	\$ 26,880.00
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	\$ 60,800.00
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	\$ 4,452.00
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	\$ 3,808.00
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	\$ 13,000.00
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	\$ 970.00
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	\$ 27,600.00
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	\$ 1,336.50
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	\$ 52.80
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	\$ 30,000.00
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	\$ 3,000.00
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	\$ 90.00
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	\$ 2,250.00
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	\$ 396.00
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	\$ 648.00
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	\$ 1,980.00
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	\$ 44,000.00
TOTAL AMOUNT OF BASE BID						\$ 630,316.30		\$ 645,401.27		\$ 659,600.00		\$ 663,409.50

Regular Board of Commissioners

10. c.

Meeting Date: 09/19/2011

Airport Rehab Runway

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)

Attachments

Airport Runway Rehab

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.

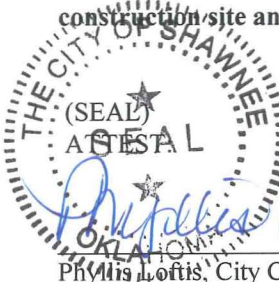
A cashier's check, a certified check, a surety bond or an irrevocable letter of credit in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. Deposits will be returned to the unsuccessful bidders.

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.

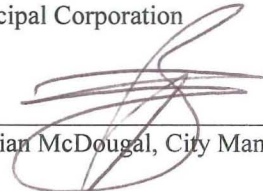
There will be a pre-bid conference concerning this project at 1:30 P.M., Thursday, July 7, 2011, in the Terminal Building Conference Room at Shawnee Regional Airport, Shawnee, Oklahoma.

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