

AGENDA
BOARD OF CITY COMMISSIONERS
April 7, 2014 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

REV. AMY BUSSE
UNITED PRESBYTERIAN

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider approval of Consent Agenda:
 - a. Minutes from the March 17, 2014 regular meeting.
 - b. Acknowledge the following minutes and reports:
 - Shawnee Civic and Cultural Development Authority minutes from February 20, 2014
 - Planning Commission minutes from March 5, 2014
 - Beautification Committee minutes from January 9, 2014
 - Project Payment Report March 2014
 - License Payment Report March 2014
 - c. Lake Lease Transfers and Renewals:

Transfers:

 - Lot 7 Johnston Tract, 16706 Magnino Road
From: Glenn Blankenship
To: Derrick Carpenter
 - Lot 3 Magnino, 16508 Archery Range Road
From: Phil Jennings and Tammy Jennings
To: Julie Ann Huskins and April Huskins
 - Lot 10 Coffman Tract, 15201 Perry Road
From: Lawrence Redwine and Alice Redwine
To: David Manning and Charlotte Manning

Renewals:

 - Lot 9 Coffman Tract, 15203 Perry Road
Gregory Ryan and Debra Ryan
 - Lot 8 Coffman Tract, 15205 Perry Road
Gregory Ryan and Debra Ryan

- Lot A Eckel Tract, 15205 Turtle Bay
Charles Norton and Doris Norton
- Lot 1A Mosler Tract, 33001 Lake Road
Shawnee Home Builders Association
- Lot 12 Damron Tract, 15512 Highway 103
Jerry Knox and Monty Garner
- Lot 5 Mosler Tract, 16302 Archery Range Road
Christopher Sears and Toni Sears

- d. Approve travel to Dallas, Texas, for Mayor Wes Mainord to attend the U.S. Conference of Mayors.
- e. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Gabriel Andersen.
- f. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution and Defined Benefit plans for Justin Lomelli.
- g. Approve agreement with the Oklahoma Tax Commission for Administration of Sales Tax and Use Tax Ordinances.
- h. Approve agreement with the Oklahoma Tax Commission for the City of Shawnee to engage in compliance activities.
- i. Authorize staff to advertise for proposals for spay/neutering of dogs and cats.
- j. Mayor's Appointment:

Shawnee Urban Renewal Authority

Monte Cockings Reappointment 2nd Term Expires February 2, 2017
Tiffany Barrett Reappointment 2nd Term Expires February 2, 2017

3. Commissioners Comments

4. Citizens Participation

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

5. Mayor's Proclamations:

"Fair Housing Month"
April 2014

"Arbor Week"
April 13-19, 2014

6. Presentation of Certificate of Appreciation to Homeland Grocery Inc., Store #198 for providing accommodation for the City of Shawnee Community Recycling Center from 2006 to 2014.

7. Consideration of approval of a preliminary plat for property located at 8 and 12 East MacArthur.
8. Consideration of approval of a final plat for property located at 8 and 12 East MacArthur.
9. Discussion, consideration and possible action on an ordinance repealing and amending portions of Chapter 2 of the Shawnee Municipal Code, dealing with Administration.
10. Discussion, consideration and possible action on an ordinance repealing and amending portions of Chapter 8 of the Shawnee Municipal Code, dealing with Businesses, Permits and Licenses.
11. Consider acceptance of public easements and dedications associated with the final plat of Shawnee Mission Plaza Section 8 and authorizing obtainment of signatures, recording of the final plat and placing maintenance bonds into effect.
12. Consider Bids:
 - a. Woodland Park Pool Improvements (Open)
 - b. Sidewalk/ADA Handicap Ramps Project COS-PW-13-01 (Open)
13. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
14. Administrative Reports
15. Consider an Executive Session for discussion of matters relating to sales tax enforcement. The City Attorney recommends an executive session as authorized by 25 O.S. §307(B)(4)

RECESS CITY COMMISSION MEETING TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY

RECONVENE
16. Consider matters discussed in Executive Session regarding matters relating to sales tax enforcement action. The City Attorney recommended an executive session as authorized by 25 O.S. §307(B)(4)
17. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, 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: 04/07/2014

Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the March 17, 2014 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
MARCH 17, 2014 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, March 17, 2014 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord
Mayor

Absent
Commissioner Ward 1

Linda Agee
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Keith Hall
Commissioner Ward 4

John Winterringer
Commissioner Ward 5

Steve Smith
Commissioner Ward 6

ABSENT: Pam Stephens

INVOCATION

Rev. Leroy Kerbo

FLAG SALUTE

Led by Mayor Mainord

AGENDA ITEM NO. 1:

Consider approval of Agenda.

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

AYE: Harrod, Hall, Winterringer, Smith, Agee, Mainord

NAY: None

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the March 3, 2014 regular meeting
- b. Acknowledge the following minutes and reports:
 - Planning Commission minutes from the January 8, 2014 meeting
 - Shawnee Civic and Cultural Development Authority minutes from Regular meeting on January 16, 2014 and Special Called meeting on February 3, 2014.
 - License Payment Report for February 2014
 - Project Payment Report for February 2014
- c. Authorize staff to advertise for bids on the Parking Lot and Drive improvements for the Municipal Swimming Pool Project.
- d. Workers Comp Settlement – Darrell Freeman
- e. Workers Comp Settlement – Loyd Davis
- f. Approve Resolution of Appreciation to Rhonda Masquat for over 38 years of service to the City of Shawnee.
- g. Mayor’s Appointment
Traffic Commission
 Paul Roberts 1st term Expires 1/01/2017
Replaces Deena Harris – termed out

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve the Consent Agenda Item Nos. 4(a-g). Motion carried 6-0.

AYE: Hall, Harrod, Mainord, Winterringer, Smith, Agee

NAY: None

AGENDA ITEM NO. 3: Commissioners Comments

Mayor Mainord spoke about recycling by reminding citizens that if they are able to use a small polycart, their sanitation costs will decrease.

The Mayor directed a question to staff regarding using inmates/jail trustees to help in the city parks this summer for mowing and weed control.

Vice Mayor Harrod asked Staff if anyone has picked up plans for the municipal pool.

AGENDA ITEM NO. 4: Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)

There was no Citizens Participation.

AGENDA ITEM NO. 5: Mayor's Presentation of Certificates of Appreciation for Tornado Response.

Frank Oliver representing Canadian Valley Electric Cooperative was present to accept the Certificate of Appreciation for Tornado Response presented by the Mayor.

AGENDA ITEM NO. 6: Presentation of Resolution of Appreciation to Rhonda Masquat for over 38 years of service to the City of Shawnee.

Rhonda Masquat was present to accept Resolution No. 6463 in appreciation of over 38 years of service to the City of Shawnee presented by Mayor Mainord.

AGENDA ITEM NO. 7: City Manager's presentation of Employee of the Month to Julie Daniels, Police Department Dispatch.

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

AGENDA ITEM NO. 8: Discuss and consider refusal of Quit Claim Deeds on properties located at 1207 East 9th Street and 702 West Main Street deeded to the City of Shawnee by an individual.

A staff report was given by Community Development Director Justin Erickson concerning this item. Mr. Erickson stated that these properties were purchased at a sheriff's sale. However, once the purchaser determined that the City had public nuisance liens for demolitions on both properties, he deeded the properties to the City of Shawnee. A motion was made by Commissioner Smith,

seconded by Commissioner Hall, to refuse the Quit Claim Deeds on properties located at 1207 East 9th Street and 702 West Main Street deeded to the City of Shawnee by an individual. Motion carried 6-0.

AYE: Smith, Hall, Winterringer, Agee, Harrod, Mainord

NAY: None

AGENDA ITEM NO. 9:

Public hearing and consideration of an ordinance to rezone property located at 3720 N. Bryan from R-1; Single Family Residential to R-E; Residential Estates District. Case #P05-14 Applicant: Janice Percell

The staff report was given by Justin Erickson. Staff and the Planning Commission recommended approval of this rezoning application. Mayor Mainord declared a public hearing in session to consider an ordinance rezoning property located at 3720 N. Bryan from R-1; Single Family Residential to R-E; Residential Estates District. No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Winterringer, to approve the ordinance rezoning property located at 3720 N. Bryan from R-1; Single Family Residential to R-E; Residential Estates District.

Ordinance No. 2537NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 12.0 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIVE (5), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE SOUTH 392.03 FEET; THENCE WEST 666.68 FEET; THENCE NORTH 392.03 FEET; THENCE EAST 666.68 FEET TO THE POINT OF BEGINNING; FROM R-1; SINGLE FAMILY RESIDENTIAL TO R-E; RESIDENTIAL ESTATES DISTRICT; AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

AYE: Harrod, Winterringer, Smith, Agee, Mainord, Hall

NAY: None

Ordinance No. 2537NS was adopted by the City Commission.

AGENDA ITEM NO. 10: Public hearing and consideration of an ordinance to rezone property located at 8 and 12 East MacArthur from C-1; Neighborhood Commercial to C-3; Automotive, Commercial and Recreational District. Case #P03-14 Applicant: James T. Kerr

In Mr. Erickson's staff report he noted that the Planning Commission and city staff recommend approval of this rezoning. Mayor Mainord declared a public hearing in session to consider an ordinance rezoning property located at 8 and 12 East MacArthur from C-1; Neighborhood Commercial to C-3; Automotive, Commercial and Recreational District. Mr. Terry Kerr, Architect for the proposed project, appeared to answer any questions regarding the zoning application. Mr. Kerr stated that the intended use of the property is an urgent care facility. No one appeared against said rezoning and the public hearing was closed.

A motion was made by Commissioner Hall, seconded by Commissioner Smith, to approve the ordinance rezoning located at 8 and 12 East MacArthur from C-1; Neighborhood Commercial to C-3; Automotive, Commercial and Recreational District.

Ordinance No. 2538NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO WIT: THE WEST 100 FEET OF THE EAST HALF OF THE SOUTH HALF (E/2 S/2) AND THE EAST HALF OF THE NORTH HALF (E/2 N/2) AND THE EAST 75 FEET OF THE SOUTH HALF (S/2) OF BLOCK TWO (2), WYANT'S FIRST ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA ... LESS THE SOUTH 7 FEET AND THE SOUTH HALF (S/2) OF VACATED 32"D STREET ADJACENT TO THE NORTH LINE OF BLOCK TWO (2) FROM C-1; NEIGHBORHOOD BUSINESS TO C-3; AUTOMOTIVE, COMMERCIAL AND RECREATIONAL DISTRICT, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

AYE: Hall, Smith, Agee, Harrod, Mainord, Winterringer

NAY: None

Ordinance No. 2538NS was adopted by the City Commission.

AGENDA ITEM NO. 11: Public hearing and consideration of approval of a Conditional Use Permit in C-4 zoning located at 6 West Main. Case #P02-14. Applicant: Rob and Misty Hardison

Mr. Erickson presented the staff report stating that this request was for a conditional use permit to allow an art gallery to serve alcoholic beverages at some of their events.

Mayor Mainord declared a public hearing in session to consider approval of a Conditional Use Permit in C-4 zoning located at 6 West Main. Mr. Dell Kerbs and Ms. Teresa Cody appeared questioning what would occur if the property was leased to a second party. Each stated that they did not want to see this property used as a full-fledged bar. Mr. Erickson stated that the conditional use permit, if granted to applicant, would not be transferrable to another party. Ms. Amy Friend appeared in favor of rezoning. No one else appeared in favor or against said rezoning and the public hearing was closed.

A motion was made by Commissioner Hall, seconded by Commissioner Smith, to approve a Conditional Use Permit in C-4 zoning located at 6 West Main.

Ordinance No. 2539NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO WIT: LOT 12, BLOCK 24, AMENDED PLAT, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM C-4; CENTRAL BUSINESS TO C-4P; CENTRAL BUSINESS WITH CONDITIONAL USE PERMIT; AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

AYE: Hall, Smith, Agee, Harrod, Mainord, Winterringer

NAY: None

Ordinance No. 2539NS was adopted by the City Commission.

AGENDA ITEM NO. 12:

Consideration of approval of a Final Plat for North Harrison Street Business Park located at Harrison and Wolverine Road. Case #S02-14 Applicant: Redbud Development, LLC

Staff report was given by Justin Erickson.

Richard Landes with Landes Engineering spoke regarding the sidewalk requirements.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve the final plat for North Harrison Street Business Park located at Harrison and Wolverine Road with the following conditions:

1. Corrections to the Final Plat dimensional calculations shall be made and approved by the City Engineer prior to recording of the Final Plat.
2. The 1 00-year FEMA Floodplain shall be labeled and the area noted as "Outlot A" on the final plat submitted for recording.
3. Right-of-way shall be provided and shown as fifty (50') feet along the entire frontage of Wolverine Road, including adjacent to the floodplain.
4. Revised storm water calculations must be submitted and shall be approved by the City Engineer prior to construction.
5. The waterline location along Wolverine Road shall be revised to be within 5 feet of the property line instead of the location shown on the Final Plat.
6. Construction of public and other site improvements shall be in accordance with the engineering plans reviewed and approved by the City Engineer. Revised plans will be necessary to address conditions herein.
7. A six-foot sidewalk shall be installed along Harrison Street.
8. Public improvements shall be installed or otherwise bonded for prior to recording of the Final Plat.
9. All other applicable City standards apply and no variances are hereby approved.

Motion carried 6-0.

AYE: Harrod, Agee, Mainord, Hall, Winterringer, Smith

NAY: None

AGENDA ITEM NO. 13:

Public hearing and consideration of approval of a Planned Unit Development located at the SW/4 of I-40 and Kickapoo Street in C-3 zoning for commercial use. Case #P04-14 Applicant: Cates-Clark & Associates, LLP

Staff report was given by Justin Erickson.

Mayor Mainord declared a public hearing in session to consider approval of a Planned Unit Development located at the SW/4 of I-40 and Kickapoo Street in C-3 zoning for commercial use. No one appeared to speak in favor or against the project and the public hearing was closed.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve a Planned Unit Development located at the SW/4 of I-40 and Kickapoo Street in C-3 zoning for commercial use with the following conditions:

1. Detailed construction drawings shall be submitted and approved by the City Engineer prior to consideration of the Final Plat.
2. The requirements and conditions of the City Engineer as detailed in his February 26, 2014 memorandum (Exhibit 3) shall be met and shall be so shown on the above-noted construction plans (Condition #1) and/or Final Plat as dictated.
3. These conditions shall override any deviation proposed in the Planned Unit Development Master Plan or Design Statement.
4. Lot 9 is approved on the Preliminary Plat and PUD Master Plan as conceptual only. Final site layout, ingress/egress onto 45th Street, timing of traffic signalization, parking lot configuration, internal sidewalks, landscaping, building layout and circulation, and all other details will be specifically addressed during the Final Plat of Lot 9 when additional design details are known.
5. Approval of the Planned Unit Development and Preliminary Plat shall not be construed as approval of any specific layout or configuration unless otherwise conditioned herein. Construction drawings, final plat, and building plan submittals may differ from conceptual layout as required by the City.
6. Sidewalks are required along 45th Street, the internal public collector road, and associated public drives concurrent with development. Sidewalks shall also be installed along the main access-way to the shopping center complex planned for Phase 1. Sidewalk layout shall be reviewed and approved as part of the construction plan and Final Plat process.
7. Lots 4-8 shall be developed to include a pedestrian connection (sidewalk) from each lot to the existing public sidewalk along Kickapoo Street concurrent with individual site development.
8. A notation on the Final Plat shall read "limits of no access" along the Kickapoo Street frontage of Lots 4-8. No additional driveways along Kickapoo Street are permitted, except the main access road between Lot 4 and Lot 5.
9. Roadway improvements (public collector) may be phased for Lots 5-8 as development occurs on each lot (Figure 4), provided that:
 - a. Development on Lot 8 will require improvements to both 46th Street and the new public collector street.
 - b. Should Lot 6 or Lot 7 develop (internal lots) before Lot 5 or Lot 8, the entire collector street and 46th Street improvement will be required to ensure proper circulation.
10. The public roadway between Lot 4 and Lot 5 shall be constructed concurrent with construction on Lot 1 or Lot 2 and the existing driveway between *Delta Cafe* and *Whataburger* shall be widened and the existing traffic signal upgraded (Figure 5). The applicant/developer shall also install a traffic signal meeting City specifications at the intersection of the new drive and Kickapoo Street, prior to occupancy for any building on Lot 1 or Lot 2.
11. Signage standards shall be approved as follows:
 - a. The *Master Site Plan – Sign* Exhibit is hereby approved as presented, subject to any other conditions herein. Said Plan shall be the controlling document for allowable height, square footage, number and general spacing of signs.

- b. Attached signs shall be reviewed according to the signage standards applicable to the C-3 zoning district. No deviations to attached signage standards are approved.
 - c. No flashing or intermittently-lit signs are permissible. Signs may be internally lit.
 - d. The maximum height of all proposed free-standing signs shall be as indicated on the Master Site Plan – Sign Exhibit.
 - e. The existing billboard (non-accessory sign) located on proposed Lot 6 shall be removed prior to construction on Lot 6.
12. The Planned Unit Development Design Statement shall be amended as needed to be in conformance with these conditions and submitted to the City for acceptance.
 13. The spacing requirement between drives may be reduced to 60-feet on Lot 1 and Lot 2 as indicated on Figure 6.
 14. The required parking ratio, building coverage ratio, minimum lot frontage and front-yard setback shall be as indicated in the Planned Unit Development Design Statement.
 15. The driveway locations on Lot 4 and Lot 5 shall meet City spacing requirements and shall be reviewed during the building permit process when a specific site design is known. The locations indicated on the Master Plan are not permitted at present (Figure 7).
 16. Appropriate public easements and/or dedications shall be obtained by the developer from the Oklahoma Commissioners of the Land Office (CLO) to effectuate Phase 1 and Phase 2 development, City conditions imposed, and to ensure the potential continuation of public improvements to facilitate development to the west. Such easements and dedications shall be submitted concurrent with Final Plat submittal.
 17. The approved PUD and conditions herein shall terminate at the written request of the Oklahoma Commissioners of the Land Office if Hunt Properties does not proceed with Phase 1 of the project.
 18. Phase 2 of the Shawnee Marketplace PUD shall revert to the base zoning of C-3 upon written request of the Oklahoma Commissioners of the Land Office, in which case, the PUD Master Plan and Design Statement and these conditions shall have no binding authority on the property.

Motion carried 6-0.

AYE: Harrod, Hall, Winterringer, Smith, Agee, Mainord

NAY: None

Ordinance No. 2540NS was adopted by the City Commission.

AGENDA ITEM NO. 14:

Consideration of a Preliminary Plat for Shawnee Marketplace Planned Unit Development at the SWQ of I-40 and Kickapoo Street. Case #S01-14 Applicant: Cates-Clark & Associates, LLP

A motion was made by Vice Mayor Harrod, seconded by Commissioner Smith, to approve the preliminary plat for Shawnee Marketplace Planned Unit Development at the SWQ of I-40 and Kickapoo Street. Motion carried 6-0.

AYE: Harrod, Smith, Agee, Mainord, Hall, Winterringer

NAY: None

AGENDA ITEM NO. 15: Discussion, consideration and possible action on an ordinance repealing and amending portions of Chapter 8 of the Shawnee Municipal Code, dealing with Businesses, Permits and Licenses.

Agenda Item No. 15 was pulled from agenda by City Attorney. This item will be presented at a later meeting.

AGENDA ITEM NO. 16: Discussion, consideration and possible action to instruct staff to make changes in Chapter 2 of the Shawnee Municipal Code.

City Attorney Mary Ann Karns discussed proposed changes to Chapter 2 of the City Code which will be reflected in the current code recodification. The Commission provided direction to staff on the following items Among items discussed were the sale of city property, the procedure for Commissioners to place items on the agenda, voting protocol as it relates to abstentions, establishing a simple majority vote to enter into executive session, removal of the title “Deputy City Treasurer”, petty cash fund, City Clerk records management and City Clerk’s responsibility relating to licenses and permits.

AGENDA ITEM NO. 17: Acknowledge Sales Tax Report received March 2014.

Cynthia Sementelli, Finance Director, report that March sales tax collected this month was \$1,265,687.00, compared to last year's it is down \$25,845.00. However, for the fiscal year, it is up 3.74% or \$466,728.00. Compared to 2012 numbers, it is up \$8,800.00

AGENDA ITEM NO. 18: City Manager’s Report.

City Manager Brian McDougal reported on the following:

1. Staff is in the process of preparing the budget for FY2014-2015. If Commissioners have ideas, he asked that you speak with him or Finance Director Cynthia Sementelli.

2. He has recently attended merchant meetings, along with Community Development Director Justin Erickson and Assistant City Planner Justin Debruin.
3. Anglin PR is in the process of contacting local vendors to begin educating citizens regarding city sales tax.
4. The Legislature is currently in session. Among bills currently under consideration are HB1875 which would decrease the Oklahoma Tax Commission's charge from 1% to ½% and SB1639 would give incentive training for employees that qualify. SB1445 would increase the charge on cell phones for 911 services. HB1363 and HB2630 address on-line sales.
5. Regarding the Kickapoo widening project, an easement was purchased for \$4,200.00 from Harvey Valentine to install a sewer line. It will cost \$23,000.00 to install by Jordan Contractors.
6. It will take additional labor to beautify the City. The Center for Employment Opportunities and other sources are being considered for assistance. A budget proposal will be requested for a team of people to augment staff for mowing, etc.
7. Staff is in discussion with Oklahoma Gas & Electric (OG&E) regarding utilizing their wireless smart meters to assist with the City's pilot study of Automated Meter Reading. This would be much more cost effective than other options previously considered.

AGENDA ITEM NO. 19:

Consider Bids:

- a. Police Range Tower Project (Award)

Police Chief Russell Frantz announced that three bids were received and after review and consideration it was staff's recommendation to reject all bids and seek other alternatives.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Winterringer, to accept staff's recommendation and reject all bids. Motion carried 6-0.

AYE: Harrod, Winterringer, Smith, Agee, Mainord, Hall

NAY: None

AGENDA ITEM NO. 20:

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. 21:

Administrative Reports, including but not limited to:

- Main Street Streetscape Project
- Kickapoo Paving Project from Kickapoo Spur to Farrall Street
- Update on the Convention and Visitors Bureau

City Engineer John Krywicki reported on the Main Street Streetscape Project from Beard Street to Oklahoma, which will include waterline replacement, new sidewalks, new curbing and new decorative signals at Broadway and Main and Beard and Main. Staff will also have to inspect and possibly replace the storm sewer. A public hearing on this matter will be held in approximately 5 to 6 weeks. Staff estimates that landscaping and irrigation will cost approximately \$26,000.00. The target date to advertise for this project is the July 21, 2014 and the construction start date would be around the end of 2014.

Krywicki reported that the Kickapoo Paving Project from Kickapoo Spur to Farrall Street's preliminary design and engineering is 75% complete. Oklahoma Department of Transportation (ODOT) will review at a field meeting in mid-April to mid-May.

Brian McDougal reported that the Convention and Visitors Bureau paid for the Bill Geist report that was completed last week. Staff will have more information after March 28, 2014.

AGENDA ITEM NO. 22:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:41 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 04/07/2014

Reports and Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge the following minutes and reports:

- Shawnee Civic and Cultural Development Authority minutes from February 20, 2014
 - Planning Commission minutes from March 5, 2014
 - Beautification Committee minutes from January 9, 2014
 - Project Payment Report March 2014
 - License Payment Report March 2014
-

Attachments

[SCCDA Minutes](#)

[Planning Commission Minutes](#)

[Beautification Comm Minutes](#)

[Project Payment Report](#)

[License Payment Report](#)

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
FEBRUARY 20, 2014
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR SCHEDULED MEETING THURSDAY, FEBRUARY 20, 2014 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 2/18/2014 AT 11:50AM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:33 PM BY MR. RANDY GILBERT, CHAIRMAN.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. KARL KOZEL
MR. RANDY GILBERT
MRS. SUSAN HAVENS
MR. CASEY BELL (LATE ARRIVAL)
MR. DAVID HARMON
MR. BRIAN MCDUGAL

TRUSTEES ABSENT:

ALSO IN ATTENDANCE: MICHAEL JACKSON, OPERATIONS MANAGER; MIKE CLOVER, STUART & CLOVER, MICHAEL MCCORMICK OF THE SHAWNEE NEWS STAR, KINLEE FARRIS OF THE CVB, AND SHELLY WELCH OF FINLEY & COOK.

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM.

AGENDA ITEM NO.4

ACTION TO ACCEPT THE RECOMMENDATION OF MR. TIM BARRICK AS A TRUSTEE FOR THE SC&CDA BY THE MAYOR. TERM TO EXPIRE DECEMBER 31, 2018.

THE MOTION MADE BY TRUSTEE MCDUGAL, SECONDED BY TRUSTEE HARMON TO ACCEPT THE NOMINATION OF MR. TIM BARRACK AS A MEMBER OF THE SC&CDA BOARD, TERM EXPIRING DECEMBER 31, 2018. MOTION CARRIED.

AYE: GILBERT, HAVENS, HARMON, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.6

APPROVAL OF MINUTES OF JANUARY 2014 MEETING

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE HAVENS TO APPROVE THE MINUTES OF THE JANUARY 2014 MEETING. MOTION CARRIED.

AYE: GILBERT, HAVENS, BARRICK, HARMON, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.7

APPROVAL OF MINUTES OF THE EMERGENCY MEETING IN FEBRUARY 2014.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE MCDUGAL TO APPROVE THE MINUTES OF THE EMERGENCY MEETING HELD IN FEBRUARY 2014. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, HARMON, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.9

APPROVAL OF MONTHLY FINANCIAL REPORT JANUARY 14

THE MOTION MADE BY TRUSTEE BELL, SECONDED BY TRUSTEE HARMON TO APPROVE THE MONTHLY FINANCIAL REPORT FOR JANUARY 2014. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRACK, HARMON, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.10

APPROVAL OF GENERAL CLAIMS.

THE MOTION MADE BY TRUSTEE BELL, SECONDED BY TRUSTEE KOZEL TO APPROVE THE GENERAL CLAIMS. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, HARMON, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

General Claims

A.	INS	\$6,000.00
B.	Heritage Embroidery	\$596.75
C.	Bankers Credit Card Service	\$707.82
D.	AT&T	\$2,626.28
E.	AT&T Mobility	\$46.22
F.	Express Services	\$967.68
G.	Hunzicker Brothers	\$82.66
H.	Locke Supply	\$208.13
I.	Arrowhead Automotive	\$50.00
J.	Fred's Tire & Battery	\$95.35
K.	Constellation Energy	\$11,070.72
L.	Hertz Equipment Rental	\$150.95
M.	Shawnee Office Systems	\$36.91
N.	MetTel	\$690.55
O.	ONG	\$2,096.09
P.	Music Unlimited	\$239.85
Q.	Personal Plumbing	\$445.13
R.	Westco Laminator	\$152.00

S.	Vision Bank (2 payments combined)	\$1,031.02
T.	INS	\$665.00
U.	RBC (property & auto both)	\$7,448.14
V.	Sign Factory	\$105.00
W.	Sparks Heat and Air	\$245.00
X.	OG&E	\$17,319.67
Y.	Arvest	\$552.96
Z.	ONG	\$1,475.60
AA.	Ask About Windows	\$248.00
BB.	Winkler Door	\$180.00
CC.	Express Services	\$382.32
DD.	Cintas	\$303.85
EE.	Hunzicker	\$86.70
FF.	COX Systems	\$897.50
GG.	City Grease Trap Service	\$200.00
HH.	Back 40	\$60.00
II.	City of Shawnee- Water	\$2,602.98
JJ.	Allegiance	\$199.95
KK.	Shawnee Lighting Systems	\$64.61
LL.	Armstrong Pest Control	\$125.00
MM.	Tennant	\$32.45
NN.	Vann & Associates	\$1,500.00
OO.	Hertz Equipment Rental	\$1,372.77
PP.	Online Yellow Pages Today	\$479.95
QQ.	Fuelman	\$1,358.36
RR.	Chuck Jones	\$250.00
SS.	Grimsleys	\$1,185.77
TT.	NAPA	\$171.38
UU.	Finley & Cook	\$1,044.78
VV.	Pott County Jr Livestock Show	\$500.00
WW.	Stuart & Clover	\$262.50
XX.	Sparks Heat & Air	\$572.53

Add On's

General Claims:

A.	OK Tax Commission	\$1,903.77
B.	OK Tax Commission	\$30.25
C.	City of Shawnee — Surcharge	\$1,804.00
D.	Katherine Dennis	\$225.00
E.	Chris Price	\$105.00

AGENDA ITEM NO. 11

APPROVAL OF SPECIAL EVENT CLAIMS

THE MOTION MADE BY TRUSTEE BELL, SECONDED BY TRUSTEE HAVENS THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, HARMON, MCDUGAL, KOZEL

NAY: NONE

ABSTAIN:

Special Claims

A.	Bankers Credit Card Service	\$1,336.98
B.	Cowboy Times	\$600.00
C.	Wyndham Garden	\$1,229.85

Add On's

A.	Mike McCormick	\$300.00
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AGENDA ITEM NO.12

APPROVAL OF SHAVINGS CLAIMS

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE BELL THAT THE SHAVINGS CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, HARMON, MCDUGAL, KOZEL

NAY: NONE

ABSTAIN:

Shavings Claims:

A.	Xylo of OK	\$3,780.00
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AGENDA ITEM NO.13

DISCUSSION CONSIDERATION & POSSIBLE ACTION ON RULE CHANGES FOR IFYR CONTESTANT CHECK IN AND HORSES CHECK IN TIMES.

THE DISCUSSION CENTERED AROUND THERE BEING A BACKING BODY OF BOARD MEMBERS BEHIND THE IFYR STAFF IF THE NEW RULE IS ENFORCED. THE CONTESTANT AND HORSE MUST BE CHECKED IN BY NOON - NO EXCEPTION TO THIS RULE.

THE MOTION MADE BY TRUSTEE BELL, SECONDED BY TRUSTEE HAVENS THAT THE SHAVINGS CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, HARMON, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.14

DISCUSSION CONSIDERATION & POSSIBLE ACTION ON RULE CHANGE BACK TO 24 HOURS FROM FRIDAY AM - SUNDAY AT NOON FOR IFYR SECRETARY DURING CHECK IN.

THE DISCUSSION WAS BROUGHT UP DURING THE IFYR COMMITTEE MEETING THAT IT IS CONFUSING TO THE CONTESTANTS WHEN THEY TRY TO CHECK IN LATE AT NIGHT AND EVERYONE IS OPEN EXCEPT FOR THE SECRETARIES - SOME KIDS FALL THRU THE CRACKS THINKING THEY ARE CHECKED IN WHEN THEY ARE NOT DUE TO THE OFFICE BEING CLOSED.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE HARMON TO CHANGE THE SECRETARIES HOURS BACK TO 24 HOURS DURING CHECK IN LIKE THE OTHER STOPS- FROM FRIDAY AM - SUNDAY AT NOON. . MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, HARMON, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO. 15

DISCUSSION CONSIDERATION AND POSSIBLE ACTION TO ACCEPT STAFF RECOMMENDATIONS FOR IFYR PERSONNEL 2014.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE HARMON FOR THE ACCEPTANCE OF THE RECOMMENDATION FOR IFYR STAFF 2014. MOTION CARRIED.

AYE: GILBERT, BELL, HAVENS, BARRICK, HARMONS, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO. 16

IFYR UPDATE

RULE CHANGES, PERSONNEL PICKED, TRADESHOW VENDORS SENDING APPS IN, WEB SITE CHANGES IN PROGRESS -

AGENDA ITEM NO. 17, 18, 19, 20

COMMITTEE REPORTS, ADMINISTRATIVE REPORTS, OLD BUSINESS, NEW BUSINESS

DISCUSSION ABOUT POSSIBLE 2 HOUR MEETING AND FACILITY TOUR TO TIE INTO THE DISCUSSION WE HAVE BEEN HAVING ABOUT WHERE WE ARE HEADED AND WHERE WE WANT TO BE HERE AT THE EXPO CENTER.

AGENDA ITEM NO. 21

PUBLIC & TRUSTEE COMMENTS

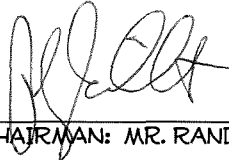
NONE

AGENDA ITEM NO.24

ADJOURNMENT

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE MCDUGAL TO ADJOURN MEETING,
MOTION CARRIED.

AYE: GILBERT, BELL, HAYENS, BARRICK, HARMON, MCDUGAL, KOZEL
NAY: NONE
ABSTAIN: NONE



CHAIRMAN: MR. RANDY GILBERT



SECRETARY: MR. BRIAN MCDUGAL

PLANNING COMMISSION MINUTES

DATE: MARCH 5TH, 2014

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, March 5th, 2014 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1: Roll Call

Upon roll call the following members were present:

Present: Bergsten, Carter, Hoster, Turner, Silvia, Cowen

Absent: Salter

The meeting was called to order.

AGENDA ITEM NO. 2: Approval of the minutes from the January 8th, 2014 Planning Commission Meeting

Chairman Turner asked for a motion. Commissioner Hoster made the motion seconded by Commissioner Silvia to approve the January 8th, 2014 minutes.

Motion passed:

AYE: Bergsten, Carter, Hoster, Turner, Silvia, Cowen

NAY:

ABSTAIN:

AGENDA ITEM NO. 3: Citizens Participation

Chairman Turner opened the Citizens' Participation and asked if anyone would like to speak. No one came forward.

AGENDA ITEM NO. 4:

Case #P05-14 – A public hearing for consideration of approval to rezone property located at 3720 N. Bryan from R-1; Residential Single Family to R-E; Residential Estates District

Applicant: Janice Percell

Chairman Turner asked for the staff report. Justin Debruin presented the staff report.

Staff recommended approval to rezone from R-1 to R-E.

Chairman Turner opened the public hearing asking if anyone wanted to speak for the proposal. Commissioner Silvia asked if the State would approve the sewer being placed in the front of the property by Bryan Street. Justin Erickson informed him the State did not have setback requirements for the Sewer.

Chairman Turner asked for a motion. Commissioner Cowen made a motion, seconded by Bergsten to approve the rezoning from R-1 to R-E.

Motion passed:

AYE: Bergsten, Carter, Hoster, Turner, Silvia, Cowen

NAY:

ABSTAIN:

AGENDA ITEM NO. 5:

Case #P03-14 – A public hearing for consideration of approval to rezone property located at 8 & 12 E. Macarthur from C-1; Neighborhood Commercial District to C-3; Automotive and Commercial Recreation District

Applicant: James T. Kerr

Chairman Turner asked for the staff report. Justin Debruin presented the staff report.

Staff recommended approval to rezone from C-1 to C-3.

Chairman Turner asked what the business hours would be. Justin Erickson informed her they would be daytime hours with possible extended hours but not overnight. Chairman Turner then asked what the necessity for C-3 zoning would be. Justin Erickson relayed that there would be more flexibility with signage and the requested zoning would allow for electronic signs to be used. He also mentioned that the zoning is consistent with the surrounding properties.

Chairman Turner opened the public hearing asking if anyone wanted to speak on the proposal. Warren Rutherford came forward with concerns about what type of business would be going in there as well as the current zoning. Terry Kerr then came forward to speak on behalf of the applicant. Chairman Turner discussed the concerns with how the lighting associated with the sign would affect the residential homeowners on the back half of the property. Mr. Kerr informed her that the sign would dim at night. Chairman Turner also asked Mr. Kerr to describe the parking. He said it would be an L shape with access off MacArthur and Bell Street.

Chairman Turner asked for a motion. Commissioner Silvia made a motion to approve as described by staff, seconded by Commissioner Carter

Motion passed:

AYE: Bergsten, Carter, Hoster, Turner, Silvia,
Cowen

NAY:

ABSTAIN:

AGENDA ITEM NO. 6:

Case #P02-14 – A public hearing for consideration of approval of a Conditional Use Permit to allow for the sale of mixed beverages for on premise consumption in C-4 zoning located at 6 W. Main Street

Applicant: Rob & Misty Hardison

Chairman Turner asked for the staff report. Justin Debruin presented the staff report.

Staff recommended conditional approval of the Conditional Use Permit provided it is used for incidental purposes. Alcohol sales must be under 50 % of total sales.

Commissioner Bergsten expressed concerns regarding the dance studio next door and the possibility of complications associated with the sale of mixed beverages. Chairman Turner asked if there were any state regulations regarding the Conditional Use Permit being located next door to the dance studio. Justin Debruin informed her there were not any and Justin Erickson explained the city licensing requirements.

Chairman Turner opened for public comments. Misty Hardison came forward and informed the public that she planned on meeting with the dance studio in regards to scheduling times around the studios' class times so as to not interfere with them. Misty also mentioned they would have a family operated business. Chairman Turner asked that the Conditional Use Permit be non-transferable and add as a condition.

Chairman Turner asked for a motion. Commissioner Cowen made a motion to approve with the condition the permit is non-transferable, seconded by Commissioner Hoster with Commissioner Silvia clarifying that the motion to approve would be with condition described by Staff and with condition the permit is non transferable.

Motion carried:

AYE: Carter, Hoster, Turner, Silvia, Cowen

NAY: Bergsten

ABSTAIN:

AGENDA ITEM NO. 7:

Case #S02-14 – Consideration of approval of a Final Plat for North Harrison Street Business Park located at Harrison and Wolverine Road

Applicant: Redbud Development, LLC

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

Chairman Turner asked for the applicant to come forward. Richard Landes came forward to answer any questions. Mr. Landes explained the delays with the floodplain, extension of sewer line and storm water detention. Chairman Turner asked if future tenants would be at risk of flooding issues and Richard informed her that the buildings would be above floodplain elevation. Chairman Turner asked Mr. Landes if he knew of any tenants moving into the Business Park and Richard informed her he did not know of any.

Chairman Turner asked if anyone would like to come forward to speak against the proposal. No one came forward.

Chairman Turner asked Justin Erickson if there were any EPA regulations or otherwise concerning housing businesses close to bodies of water could cause any contamination issues. Justin Erickson informed her there were.

Chairman Turner asked for a motion. Commissioner Silvia made a motion to approve staff recommendation along with nine conditions stipulated, seconded by Commissioner Bergsten.

Motion passed:

AYE: Bergsten, Carter, Hoster, Turner, Silvia,
Cowen

NAY:

ABSTAIN:

AGENDA ITEM NO. 8:

Case #P04-14 – A public hearing for consideration of approval of a Planned Unit Development located at the SWQ of I-40 & Kickapoo Street in C-3 zoning for commercial use

Applicant: Cates-Clark & Associates, LLP

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

Chairman Turner discussed possible issues with storm water retention and landscaping that Justin Erickson informed her it would be better explained once final plat is submitted. Commissioner Bergsten asked if there would be a frontage road coming off Interstate 40 to the development to diminish traffic on 45th Street. Justin Erickson informed him there would not be a frontage road but the additional entrances and traffic signals should improve the traffic flow. Chairman Turner and Commissioner Silvia also expressed their concerns with controlling the traffic.

Justin Erickson explained the development would come in phases with the first phase possibly coming within twenty-four months. Commissioner Silvia asked if the conditions were listed under PUD or Preliminary Plat and Justin Erickson informed him they are combined but technically fall under the PUD. Chairman Turner praised the sidewalks included in the plans and offered the possibility of adding bike racks to the plans as well.

Chairman Turner asked if anyone would like to speak for the proposal. The applicant, Daniel Stewart, came forward and discussed landscape and parking plans more in detail. He also addressed the concerns regarding the traffic and signal work.

Chairman Turner asked if there was anyone who would like to speak either for or against the proposal. Kenneth Massey came forward asking how far down 45th Street the development would go and mentioned he was not against the proposal. The applicant and Justin Erickson explained the distance to him.

Chairman Turner asked if there were any comments. Commissioner Silvia expressed that he believes everyone is excited about the development and that they were not trying to be negative regarding their concerns.

Chairman Turner asked for a motion for the PUD as well as the 18 conditions as described by staff. Commissioner Silvia made a motion to approve, seconded by Commissioner Cowen.

Motion passed:

AYE: Bergsten, Carter, Hoster, Turner, Silvia,
Cowen

NAY:

ABSTAIN:

AGENDA ITEM NO. 9:

**Case #S01-14 – Consideration of approval of a
Preliminary Plat for Shawnee Marketplac Planned Unit
Development at the SWQ of I-40 & Kickapoo Street**

Applicant: Cates-Clark & Associates, LLP

See above.

Motion passed:

AYE: Bergsten, Carter, Hoster, Turner, Silvia,
Cowen

NAY:

ABSTAIN:

AGENDA ITEM NO. 10: **Planning Director's Report**

Justin Erickson presented the staff report. He stated February was a slow month for new home permits due to the weather. There were three new home permits. Department was busy with calls and questions regarding building. Will get copies out in advance for final draft for zoning next month. Mentioned City Commission repealed any new billboard signs but existing signs may stay.

AGENDA ITEM NO. 11: **Commissioner's Comments and/or New Business**

There were none.

AGENDA ITEM NO. 12: **Adjournment**

Meeting was adjourned.



Chairman/Vice-Chairman

Cheyenne Lincoln
Planning Commission Secretary

Mayor
WES MAINORD



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

Commissioners
PAM STEPHENS
LINDA AGEE
JAMES HARROD
KEITH HALL
JOHN WINTERRINGER
STEVE SMITH

**Minutes
Shawnee Beautification Committee
JANUARY 9, 2014**

**The Shawnee Beautification Committee met in the EOC Room
The meeting was called to order at 4:00 pm**

Roll Call was taken showing the following members present:

		Present	Absent
Member	Robert Cash, Chairman	<u> X </u>	<u> </u>
Member	Paul Malley, Vice Chairman	<u> </u>	<u> X </u>
Member	Nancy Ford	<u> X </u>	<u> </u>
Member	Janet Turner	<u> </u>	<u> X </u>
Member	Tom Terry	<u> X </u>	<u> </u>
Member	Linda Malley	<u> X </u>	<u> </u>
City Staff	James Bryce	<u> X </u>	<u> </u>
City Staff	Whisper Peace	<u> X </u>	<u> </u>
City Staff	Justin Erickson	<u> X </u>	<u> </u>
Visitor			
Visitor			
Visitor			

- AGENDA NO 2** **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.

- AGENDA NO 3** **Approved Minutes for DECEMBER 2013.** The minutes for December 2013 were approved with a motion made by Tom Terry and 2nd by Linda Malley. The motion carried unanimously.

- AGENDA NO 4.** **Discussion on replacing Bell Street pots with others in storage. (Tom Terry)** Decision was made by the group to exchange the small pots that are currently being used with the larger pots in storage. James Bryce advised he would set a date to change them out.

- AGENDA NO 5** **Discussion on registering for the Keep Oklahoma Beautiful Community Improvement Regional Workshop. (Tom Terry)** Tom Terry passed out an Agenda for the meeting on January 21, 2014.


- AGENDA NO 6** **Discussion on an article written by Janet Turner “A Year in Review.” (Janet Turner)** Janet Turner was not present to discuss this agenda item and very little was said about it.

AGENDA NO 7 **Old Business. Discussion on the Beard Street Grant.(Justin Erickson)** The grant is still pending and no further information is available at this time.

AGENDA NO 8 **New Business.** No New Business

AGENDA NO 9 **Comments.**

AGENDA NO 10 **Adjournment.** Committee adjourned at 5:10 pm



Chairman, Robert Cash



Date

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	3,198.24CR
B2-ADD	BUILDING CONSTRUCTION ADD	21,484.08CR
B3-REMODEL	BUILDING CONSTRUCTION REM	1,429.54CR
B4-OTHER	BUILDING CAPORT/SHELTER	928.20CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	369.50CR
M2-ADD	MECHANICAL ADDITION	119.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	759.50CR
P3-REMODEL	PLUMBING REMODEL	870.50CR
P4-WELL	WELL PERMIT	100.00CR
P5-SEPTIC	SEPTIC PERMIT	20.00CR
X-BORE/CUT	BORING & PAVING CUT PERMI	50.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	25.00CR
X-DEMO	DEMOLITION PERMIT	100.00CR
X-PLATFIN	PLAT REVIEW FINAL	331.00CR
X-PLATREV	PLAT REVIEW PRELIM	231.00CR
X-SIGN	SIGN PERMIT	50.00CR
X-ZONECLR	ZONING CLEARANCE	560.00CR
Z-BOAAPP	BOA APPLICATION	90.00CR
Z-OCCUP	OCCUPANCY PERMIT	100.00CR
Z-REZONING	REZONING REQUEST	280.00CR
TOTAL		31,095.56CR

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	384.00CR
001-4202	BUILDING PERMITS	25,746.56CR
001-4203	PLUMBING PERMITS	1,340.00CR
001-4204	ELECTRICAL PERMITS	320.00CR
001-4205	ZONING PERMITS & APPLICATIONS	1,492.00CR
001-4206	HEATING & A/C PERMITS	840.00CR
001-4249	OTHER PERMITS	275.00CR
001-4822	OTHER MISC. REVENUE	48.00CR
101-4249	OTHER PERMITS	50.00CR
501-4510	WATER TAPS	600.00CR
799-1023	BANCFIRST GENERAL	31,095.56

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION	FEE	PAYMENT DISTRIBUTION			TOTAL PAI
			PENALTY	TAX	INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	1	25.00CR			25.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	12	180.00CR			180.00
BEERWINER	BEER AND WINE RENEWAL	1	450.00CR			450.00
BOATREG	BOAT REGULAR PERMIT	25	650.00CR			650.00
DEMOL	DEMOLITION LICENSE FEE	1	75.00CR			75.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	4	400.00CR			400.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	5	375.00CR			375.00
EXT	EXTERMINATOR LICENSE FEE	4	100.00CR			100.00
FISHANNUAL	FISHING ANNUAL FEE	35	525.00CR			525.00
HUNT1	DOVES/QUAIL/SQUIIREL/RABBIT	1	8.00CR			8.00
IMERC	ITINERANT MERCHANT FEE	4	200.00CR			200.00
LAKELEASE	LAKE LEASE	13	7,115.00CR			7,115.00
LAKEXFER	LAKE LEASE TRANFER FEE	1	1,000.00CR			1,000.00
MECH1	MECHANICAL CONTRACTOR INTIAL	4	400.00CR			400.00
MECH2	MECHANICAL CONTRACTOR RENEW	3	225.00CR			225.00
MIXER	MIXED BEVERAGE RENEWAL	4	3,600.00CR			3,600.00
PLUM1	PLUMBING CONTRACTOR INITIAL	1	100.00CR			100.00
PLUM2	PLUMBING CONTRACTOR RENEW	7	525.00CR			525.00
RESAL	RESIDENTIAL SALE	39	390.00CR			390.00
SNOWC	SNOW CONE STAND LICENSE FEE	2	50.00CR			50.00
STORM	STORM CELLAR LICENSE FEE	2	150.00CR			150.00
TAXIBR	VEHICLE FOR HIRE RENEWAL	1	50.00CR			50.00
TAXID	TAXI DRIVER LICENSE FEE	3	150.00CR			150.00
TAXIDR	TAXI DRIVER RENEAL FEE	6	150.00CR			150.00
TOTAL			16,893.00CR			16,893.00

Regular Board of Commissioners

2. c.

Meeting Date: 04/07/2014

Lake Lease Transfers and Renewals

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Lake Lease Transfers and Renewals:

Transfers:

- Lot 7 Johnston Tract, 16706 Magnino Road
From: Glenn Blankenship
To: Derrick Carpenter

- Lot 3 Magnino, 16508 Archery Range Road
From: Phil Jennings and Tammy Jennings
To: Julie Ann Huskins and April Huskins

- Lot 10 Coffman Tract, 15201 Perry Road
From: Lawrence Redwine and Alice Redwine
To: David Manning and Charlotte Manning

Renewals:

- Lot 9 Coffman Tract, 15203 Perry Road
Gregory Ryan and Debra Ryan

 - Lot 8 Coffman Tract, 15205 Perry Road
Gregory Ryan and Debra Ryan

 - Lot A Eckel Tract, 15205 Turtle Bay
Charles Norton and Doris Norton

 - Lot 1A Mosler Tract, 33001 Lake Road
Shawnee Home Builders Association

 - Lot 12 Damron Tract, 15512 Highway 103
Jerry Knox and Monty Garner

 - Lot 5 Mosler Tract, 16302 Archery Range Road
Christopher Sears and Toni Sears
-

Attachments

[Transfer Lot 7 Johnston Tract](#)

[Transfer Lot 3 Magnino](#)

[Transfer Lot 10 Coffman Tract](#)

[Renewal Lot 9 Coffman Tract](#)

[Renewal Lot 8 Coffman Tract](#)

Renewal Lot A Eckel Tract

Renewal Lot 1A Mosler Tract

Renewal Lot 12 Damron Tract

Renewal Lot 5 Mosler Tract



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

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

Date	03/20/2014	License No. 024985
Type	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date	04/07/2014	
Property Address	16706 Magnino Rd.	
Lake Site Location	Lot 7 Johnston Tract	
Lease Dates	04/07/2014 – 04/07/2044	
Lease Fee (changes annually)	\$649.00	
Inspection Fee	\$75.00	Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Lessee (Transfer To)		
Name(s)	DERRICK CARPENTER	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	GLENN BLANKENSHIP	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	Conventional	
Last Inspected/Pumped	05/23/2012	
Misc. Comments	Total Charges Paid: \$649.00	



City of Shawnee
Community Development Department
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 Shawnee, OK 74801
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www.ShawneeOK.org

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

Date	03/20/2014	License No. 024994
Type	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer (<i>Fee: \$1,000</i>)
Commission Meeting Date	04/07/2014	
Property Address	16508 Archery Range Rd.	
Lake Site Location	Lot 3 Magnino	
Lease Dates	04/07/2014 – 04/07/2044	
Lease Fee (changes annually)	\$649.00	
Inspection Fee	\$75.00	Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Lessee (Transfer To)		
Name(s)	JULIE ANN HUSKINS & APRIL HUSKINS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	PHIL AND TAMMY JENNINGS	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEQ Report on File	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Type of Septic System	NONE/VACANT LOT	
Last Inspected/Pumped	N/A	
Misc. Comments	PRIMITIVE – NO SEPTIC SYSTEM	
	Total Charges Paid: \$649.00	



City of Shawnee
Community Development Department
 222 N. Broadway
 Shawnee, OK 74801
 (405) 878-1665 Fax (405) 878-1587
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**SHAWNEE TWIN LAKES CABIN SITE LEASES
 SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

Date	03/25/14	License No. 024969
Type	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date	04/07/14	
Property Address	15201 PERRY RD	
Lake Site Location	LOT 10 COFFMAN TRACT	
Lease Dates	04/07/14 – 04/07/2044	
Lease Fee (changes annually)	\$649.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	DAVID AND CHARLOTTE MANNING	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	LAWRENCE AND ALICE REDWINE	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (due: 11-21-2017)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	11/21/12	
Misc. Comments	Total Charges Paid: \$649.00	



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

Date	03/25/14	License No. 016190
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	04/07/2014	
Property Address	15203 PERRY RD	
Lake Site Location	LOT 9 COFFMANT TRACT	
Lease Dates	02/17/2014- 02/17/2044	
Lease Fee (changes annually)	\$649.00	
Inspection Fee	\$75.00	Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Lessee (Transfer To)		
Name(s)	GREGORY AND DEBRA RYAN	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	SEE FILE	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEQ Report on File	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Type of Septic System	NONE/VACANT LOT	
Last Inspected/Pumped	N/A	
Misc. Comments	<p style="text-align: right;">Total Charges Paid: \$649.00</p>	



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

Date	03/25/14	License No. 016189
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	04/07/2014	
Property Address	15205 PERRY RD	
Lake Site Location	LOT 8 COFFMANT TRACT	
Lease Dates	02/17/2014- 02/17/2044	
Lease Fee (changes annually)	\$649.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	GREGORY AND DEBRA RYAN	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	SEE FILE	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (due: 03-06-18)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	03/06/2013	
Misc. Comments	<p style="text-align: right;">Total Charges Paid: \$649.00</p>	



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

Date	03/25/14	License No. 016062
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date	04/07/14	
Property Address	15205 TURTLE BAY	
Lake Site Location	LOT A ECKEL TRACT	
Lease Dates	12/01/2013 – 12/01/2043	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00	Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lessee (Transfer To)		
Name(s)	CHARLES AND DORIS NORTON	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	SEE FILE	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (due: 12/05/2018)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	12/05/2013	
Misc. Comments	<p style="text-align: right;">Total Charges Paid: \$712.00</p>	



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

Date	03/25/2014	License No. 009217
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	04/07/2014	
Property Address	33001 LAKE RD	
Lake Site Location	LOT 1 A MOSLER TRACT	
Lease Dates	02/21/2014 – 02/21/2044	
Lease Fee (changes annually)	\$649.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	SHAWNEE HOME BUILDERS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	SEE FILE	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (due: 06/16/2015)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	06/16/2010	
Misc. Comments	<p style="text-align: right;">Total Charges Paid: \$649.00</p>	



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

Date	03/25/14	License No. 010962
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date	04/07/2014	
Property Address	15512 HWY 102	
Lake Site Location	LOT 12 DAMRON TRACT	
Lease Dates	12/06/2013- 12/06/2043	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	JERRY KNOX AND MONTY GARNER	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	SEE FILE	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEQ Report on File	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Type of Septic System	NONE – VACANT LOT	
Last Inspected/Pumped	N/A	
Misc. Comments	Total Charges Paid: \$637.00	



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

Date	03/25/14	License No. 010881
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	04/07/2014	
Property Address	16302 ARCHERY RANGE RD	
Lake Site Location	LOT 5 MOSLER TRACT	
Lease Dates	01/20/2014 – 01/20/2044	
Lease Fee (changes annually)	\$649.00	
Inspection Fee	\$75.00	Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lessee (Transfer To)		
Name(s)	CHRISTOPHER SEARS AND TONI SEARS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	SEE FILE	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	06/24/2013	
Misc. Comments	<p style="text-align: right;">Total Charges Paid: \$724.00</p>	

Regular Board of Commissioners

2. d.

Meeting Date: 04/07/2014

Mayor Out of State Travel

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve travel to Dallas, Texas, for Mayor Wes Mainord to attend the U.S. Conference of Mayors.

Regular Board of Commissioners

2. e.

Meeting Date: 04/07/2014

DC Retirement Refund G. Andersen

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Gabriel Andersen.

Regular Board of Commissioners

2. f.

Meeting Date: 04/07/2014

DC and DB Retirement Refund J Lomelli

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution and Defined Benefit plans for Justin Lomelli.

Regular Board of Commissioners

2. g.

Meeting Date: 04/07/2014

Agreement Sales and Use Tax

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve agreement with the Oklahoma Tax Commission for Administration of Sales Tax and Use Tax Ordinances.

Attachments

Memo OTC Agreements

Sales and Use Tax

City of Shawnee Memorandum



To: Mayor and City Commissioners
From: Brian McDougal, City Manager
Date: 4/3/14
Re: Agreements with Oklahoma Tax Commission

In October of 2011, the City entered into a Contract with the Oklahoma Tax Commission pursuant to recent changes in Oklahoma law that provided, among other things, for the City to assist in areas of data collection and enforcement.

In Commission retreats and other discussions, you have directed staff to increase sales tax collections by working with the Oklahoma Tax Commission under this agreement. Since at least 1986, it had been an offense under Section 25-35 of the Shawnee Municipal Code to fail or refuse to make the reports and remittances required or to the make of any false and fraudulent report for the purpose of avoiding or escaping payment of any tax. Violation was punishable by a fine of not more than \$500. After our new agreement with OTC, a slight amendment was made to the ordinance.

You also instructed staff to determine if there were retail businesses in the City without sales tax permits issued by the State of Oklahoma. In order to accomplish this direction, a part time employee has been compiling business names from utility records, telephone directories and other sources so that those can be compared with the sales tax permit list kept by the Oklahoma Tax Commission.

Tonight there are two items on the consent agenda:

1. Renew the contract with the OTC from October of 2011. The contract is due to expire June 30 of this year.
2. Enter into an additional contract with OTC that will facilitate these collection efforts.

Staff recommends approval of both contracts.

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

THIS AGREEMENT is entered into this 3 day of Oct, 2011 pursuant to the provisions of Sections 2701 et seq. of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as "Commission," and the City/Town of Shawnee, Oklahoma, hereinafter referred to as "Municipality," for the administration of effective sales and use tax ordinances on file with the Commission hereinafter referred to as "Ordinances," levying a municipal sales or use tax of three percent (3%) upon sales within or outside of the Municipality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) additions to, and deletions from, the full and complete list of the names and the addresses of persons and entities which or who report doing business during the preceding calendar year within the boundary of the Municipality;

(b) a full and complete list of the persons and the entities specified in paragraph 12(a) which or who are more than sixty (60) days delinquent in filing and/or remitting municipal sales and use taxes pursuant to the Ordinances; and

(c) a full and complete, list of all persons and all entities paying municipal sales and use tax under the Ordinances, and/or interest and penalties with respect thereto, and the amount of such remittances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. This Agreement shall be in effect from Oct. 3, 2011 until Jun 30, 2014, and shall renew without action of the parties for additional terms of one (1) year provided that the current rate has not been changed and neither party has given written notice to the other party of its intent to terminate this Agreement prior to the expiration of the then current term. Either party may terminate this contract for any reason upon thirty (30) days written notice of its intent to terminate to the other party.

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

THE MUNICIPALITY OF

OKLAHOMA TAX COMMISSION

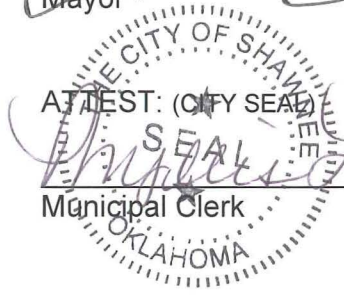
City of Shawnee
A Municipal Corporation

[Signature]
Thomas E. Kemp, Jr., Chairman

[Signature]
Mayor

[Signature]
Jerry Johnson, Vice-Chairman

ATTEST: (CITY SEAL)
[Signature]
Municipal Clerk



[Signature]
Dawn Cash, Secretary-Member

ATTEST: (STATE SEAL)
[Signature]
Assistant Secretary – OTC

APPROVED:
[Signature]
Director, Taxpayer Assistance Division

APPROVED BY THE CITY OF Shawnee LEGAL DEPARTMENT

BY Mary Ann Kern DATE October 3, 2011

EXHIBIT A

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

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

Regular Board of Commissioners

2. h.

Meeting Date: 04/07/2014

Agreement OTC Compliance Activities

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Approve agreement with the Oklahoma Tax Commission for the City of Shawnee to engage in compliance activities.

Attachments

OTC Compliance Activity

**AGREEMENT TO ENGAGE IN COMPLIANCE
ACTIVITIES BY THE CITY/TOWN OF
SHAWNEE**

THIS AGREEMENT is entered into this _____ day of _____, _____, pursuant to the provisions of Section 2702 E of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as "Commission", and the City/Town of Shawnee, Oklahoma, hereinafter referred to as "Municipality", to authorize Municipality to engage in compliance activities as hereinafter defined.

Definitions

The following words and terms, when used in this Agreement, shall have the following meaning, unless the context clearly indicates otherwise:

"Agent" means an employee of the Municipality or person or entity acting under contract with the Municipality and certified by the Commission as an agent for the purpose of compliance activities as set out in this agreement except for municipal criminal prosecution.

"Compliance activities" means all actions to assist or induce a delinquent seller to comply with applicable laws, rules and regulations, to accurately and timely collect, source, report and remit sales and use taxes within the municipality's jurisdiction and shall include:

1. The identification of and reporting to the Tax Commission any unregistered sellers making sales sourced to the municipality under the laws of this state. "Unregistered seller" shall mean any delinquent seller which has failed to apply for a sales or use tax permit with the Tax Commission. Provided, the term shall not include any out-of-state seller that does not have a legal requirement to register with the state;
- ~~2. The prosecution of any criminal violations of a municipal ordinance related to the payment of sales or use taxes. "Prosecution" shall mean the initiation of legal proceedings by the filing of a complaint in a municipal criminal court of record pursuant to Section 27-116 of Title 11 or by the filing of a complaint in a municipal court not of record pursuant to the provisions of Section 27-115 of Title 11; and~~
3. Any additional compliance activities that may be performed by the agent of the municipality on accounts of delinquent sellers that were assigned to the agent at the request of the municipality that do not result in a duplication of compliance activities.

Compliance activities shall not include the following activities, over which the Tax Commission shall have sole authority:

1. Registering new taxpayer accounts,
2. Issuing and administering taxpayer permits,
3. Receiving returns,
4. Receiving remittances of sales and use taxes,
5. Issuing assessments,
6. Conducting hearings under Section 212 of Title 68,
7. Developing pay plans in consultation with the municipality as provided in the Agreement for Administration of the Sales and Use Tax Ordinances,
8. Revoking permits,

9. Taking legal action to close a business,
10. Issuing refunds and credits,
11. Managing audits, and
12. Determination of taxability of sales transactions.

"Delinquent seller" means any person making sales of tangible personal property or services in this state, the gross receipts or gross proceeds from which are taxed by law and falls to obtain a permit, file a sales tax return as required by law, or is delinquent in whole or in part in the collection and remittance of sales or use taxes.

"Enhanced collections" means any remittance of past due or unpaid state sales or use taxes, including penalty and interest, obtained from a delinquent seller that was not registered, underreported, failed to report or remit, failed to comply with a payment plan, or arising from liens filed by the Tax Commission following documented compliance activity of a municipality or person or entity acting under contract with such municipality.

Designation of Compliance Activities by Municipality

Municipality elects to engage in the compliance activities designated by notice to the Commission; provided that Municipality may change its designation upon timely notice.

Appointment of Persons or Entities as Agents

This Agreement shall include appointment of persons or entities approved by the Commission conducting compliance activities on behalf of Municipality as agents of the Commission. No appointment shall be necessary or required for Municipality to engage in prosecution of any criminal violations of its ordinance related to the payment of sales or use taxes.

All persons, including municipal employees and employees of entities acting under contract with a municipality, that will be performing compliance activities for Municipality must meet minimum qualifications provided herein and undergo training provided by the Tax Commission. The minimum qualifications shall consist of a bachelor's degree; or an equivalent combination of education and experience, substituting one year of experience in business management, tax revenue, credit collections, or investigative work for each year of the required degree. Provided, the minimum qualifications provided herein shall not apply to employees of municipalities seeking appointment as an agent if the municipality has a population less than 25,000.

With the execution of this Agreement, Municipality shall provide the names of all persons, including employees of Municipality, who will be performing compliance activities on behalf of Municipality. The Commission shall issue letters of appointment for all persons who meet or are exempt from the minimum requirements.

Municipality agrees to notify the Commission when additional persons are added by Municipality to conduct compliance activities on behalf of Municipality. Municipality further agrees to immediately notify the Commission of the termination of employment or cancellation of contract of any person appointed as an agent for the purposes of conducting compliance activities.

Confidentiality of Information Provided

The Commission shall provide to Municipality and agents appointed by the Commission to perform compliance activities all information necessary to perform compliance activities. Municipality and agent shall preserve the confidentiality of the information as required by Section 205 of Title 68 of the Oklahoma Statutes. Failure to comply with the statutory confidentiality requirements shall result in immediate withdrawal of appointment of any person to perform compliance activities and may result in civil and criminal liability.

Nothing herein shall limit Municipality's use of information provided by the Commission in prosecution of violations of Municipality's tax ordinances.

Compensation

As provided in Section 2702(E)(3) of Title 68, the Tax Commission shall reimburse a municipality performing any of the compliance activities defined above as follows:

1. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent ($\frac{3}{4}$ of 1%) of enhanced collections from any unregistered seller identified and reported to the Commission by a municipality for any sales made during the period the seller was unregistered with the Tax Commission;
2. The Tax Commission shall not retain any fee and refund any fee retained from the collection of city sales and use taxes remitted as a result of the prosecution of any criminal violations of a municipal ordinance; and
3. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent ($\frac{3}{4}$ of 1%) of enhanced collections from any delinquent seller as a result of other compliance activities documented by the municipality or person acting under contract with such municipality.

To receive compensation, Municipality shall provide documentation of compliance activities which generated the enhanced collections. Documentation shall consist of reports, on forms prescribed by the Commission, listing the name of the delinquent seller, date of compliance activity, type of activity, and such other information as may be necessary to identify the delinquent seller, compliance activity, or enhanced collections.

The Commission shall provide reimbursements on a monthly basis and provide a monthly report to Municipality indicating, at a minimum, the name of the delinquent seller, amount of enhanced collections, and date of remittance by the delinquent seller in the previous month.

The Commission shall use its best efforts to cause reimbursements to be paid to Municipality no later than the tenth day of each calendar month following the month of receipt of the report of enhanced collections filed with the Commission.

Disputes Arising from Agreement

If a dispute arises out of this Agreement, and if the dispute cannot be settled through negotiation, the Commission and Municipality agree first to try in good faith to settle the dispute by mediation. Either party may request mediation before the Director of the Office of State Finance in the manner the Director deems appropriate.

Duration of Agreement

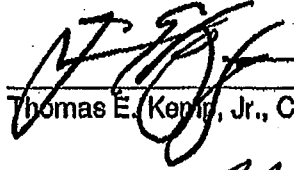
This Agreement shall be in effect from the date first written above and shall remain in effect so long as the Agreement for Administration of the Sales and Use Tax Ordinances executed by Municipality and the Commission is in effect. Either party may terminate this Agreement without terminating the Agreement for Administration of the Sales and Use Tax Ordinances for any reason upon thirty (30) days written notice of its intent to terminate to the other party.

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

CITY OF SHAWNEE

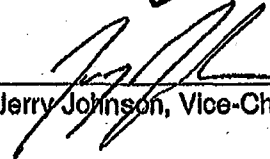
OKLAHOMA TAX COMMISSION

A Municipal Corporation



Thomas E. Kemp, Jr., Chairman

Mayor



Jerry Johnson, Vice-Chairman

ATTEST: (CITY SEAL)



Dawn Cash, Secretary-Member

Municipal Clerk

ATTEST: (STATE SEAL)

APPROVED:

Director, Taxpayer Assistance Division

Assistant Secretary - OTC

REVIEWED for form and legality

Assistant Municipal Counselor

CITY OF SHAWNEE, OKLAHOMA
APPOINTMENT OF PERSONS AND ENTITIES TO PERFORM COMPLIANCE ACTIVITIES

Pursuant to the Agreement to Engage in Compliance Activities by the City of Shawnee, Oklahoma ("City"), the following persons and entities, whose qualifications are described below, are hereby appointed and approved to conduct compliance activities on behalf of the City and as agents of the Oklahoma Tax Commission:

1. Mary Ann Karns
City Attorney
City of Shawnee
P.O. Box 1448
Shawnee, Oklahoma 74801-1448

Ms. Karns holds a B.A. from Oklahoma City University and a J.D. from Oklahoma City University. Ms. Karns has served as City Attorney for the City since April 2011.

2. Brian McDougal
City Manager
City of Shawnee
16 West Ninth Street
Shawnee, Oklahoma 74801-6812

Mr. McDougal holds a B.A. from Georgia State University and a MA from Georgia State University. Mr. McDougal has served as City Manager for the City since February, 2009.

3. Barbara Rauch
1932 Lanesboro Drive
Oklahoma City, Oklahoma 73120

Ms. Rauch holds a B.A. from the University of Oklahoma (1964) and a J.D. from Oklahoma City University (1976).

4. Lynn H. Slade
Modrall, Sperling, Roehl, Harris & Sisk, P.A.
P.O. Box 2168
Albuquerque, New Mexico 87103

Mr. Slade holds a B.A. from the University of New Mexico (1973) and a J.D. from University of New Mexico School of Law (1978).

5. William C. Scott
Modrall, Sperling, Roehl, Harris & Sisk, P.A.
P.O. Box 2168
Albuquerque, New Mexico 87103

Mr. Scott holds a B.A. from Georgetown University (1982) and a J.D. from University of New Mexico School of Law (1985).

6. Sarah M. Stevenson
Modrall, Sperling, Roehl, Harris & Sisk, P.A.
P.O. Box 2168
Albuquerque, New Mexico 87103

Ms. Stevenson holds a B.A. from Scripps College (2001), an M.A. from Fordham University (2009), and a J.D. from Fordham University (2009).

Regular Board of Commissioners

2. i.

Meeting Date: 04/07/2014

Proposals for Spay/Neuter Dog/Cat

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize staff to advertise for proposals for spay/neutering of dogs and cats.

Attachments

RFP Spay or Neuter Program



Shawnee Police Department

Chris Thomas

Administrator of Support Services
P.O. Box 1448
Shawnee, Oklahoma 74804
Office (405)878-1638*Fax (405)878-1520
E-Mail cthomas@shawneeok.org



TO : Brian McDougal
Shawnee City Manager

City Commissioners
City of Shawnee

THROUGH : Russell Frantz *RF*
Chief of Police

FROM : Mr. Chris Thomas
Administrator of Support Services *Chris Thomas*

SUBJECT : **Request for Request For Proposal (RFP)**

DATE : April 3, 2014

Sir,

I am requesting permission to send out an RFP, or Request For Proposal for a SPAY & NEUTER program. This RFP will be sent/hand delivered to Shawnee and Tecumseh Veterinarians.

Regular Board of Commissioners

2. j.

Meeting Date: 04/07/2014

Mayor's Appointment

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Mayor's Appointment:

Shawnee Urban Renewal Authority

Monte Cockings Reappointment 2nd Term Expires February 2, 2017

Tiffany Barrett Reappointment 2nd Term Expires February 2, 2017

Regular Board of Commissioners

5.

Meeting Date: 04/07/2014

Proclamations

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Mayor's Proclamations:

 "Fair Housing Month"

 April 2014

 "Arbor Week"

 April 13-19, 2014

Attachments

Fair Housing Month

Arbor Week

PROCLAMATION

A PROCLAMATION DECLARING APRIL, 2014, AS "FAIR HOUSING MONTH" IN THE CITY OF SHAWNEE, OKLAHOMA.

Pursuant to the authority granted to me as Mayor of the City of Shawnee, I do hereby proclaim the Month of April, 2014, as FAIR HOUSING MONTH and decree that all citizens affirm to follow the concepts, practices and intent embodied by the laws of the United States of America, the State of Oklahoma and the City of Shawnee. The City of Shawnee has adopted a Fair Housing Ordinance and has designated the Month of April as Fair Housing Month and encourages each citizen to implement the provisions of those acts. The City Commission has further designated the City Clerk as the Fair Housing Activities Coordinator and requests that any person, or group of persons, planning activities to promote fair housing to inform the Fair Housing Activities Coordinator of said activities. It is the desire of the City of Shawnee to recognize those persons or groups who best create an awareness of the need for fair housing practices or otherwise promotes Fair Housing practices.

NOW THEREFORE, I, WES MAINORD, BY VIRTUE OF THE AUTHORITY VESTED IN ME AS MAYOR OF THE CITY OF SHAWNEE, OKLAHOMA, DO HEREBY PROCLAIM THE MONTH OF **APRIL, 2014**, AS

"FAIR HOUSING MONTH"

IN THE CITY OF SHAWNEE, OKLAHOMA, AND URGE ALL CITIZENS TO JOIN US IN RECOGNIZING FAIR HOUSING AND THE IMPORTANCE IT SERVES TO OUR COMMUNITY.

DATED THIS 7th DAY OF APRIL, 2014.

WES MAINORD, MAYOR



**EQUAL HOUSING
OPPORTUNITY**

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

City of Shawnee



Proclamation

“Arbor Week”

Whereas, Arbor Day is celebrated nationally to encourage Americans to maintain and replenish our country’s vast forests, orchards, and woodlands; and

Whereas, in March 1982, Oklahoma declared a full “Arbor Week” to better recognize the value of tree planting as well as to avoid the harsh planting conditions of late winter; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife. Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, beautify our community, and are a source of joy and spiritual renewal; and

Whereas, the City of Shawnee has been named as a 2013 Tree City USA community by the Arbor Day Foundation; this is the eleventh year Shawnee has received this national recognition; and

Whereas, trees, wherever they are planted contribute immeasurably to our wonderful city of which we are most proud.

Now, Therefore, I, Wes Mainord, Mayor of the City of Shawnee, Oklahoma, by the authority vested in me, do hereby proclaim the week of April 13 - 19, 2014, as

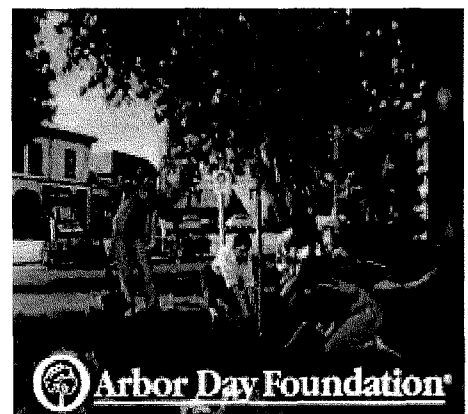
“Arbor Week”

In the City of Shawnee, Oklahoma
Dated this 7th day of April, 2014

Wes Mainord, Mayor

ATTEST:

Phyllis Loftis, CMC, City Clerk



Regular Board of Commissioners

6.

Meeting Date: 04/07/2014

Certificate Appreciation Homeland

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Presentation of Certificate of Appreciation to Homeland Grocery Inc., Store #198 for providing accommodation for the City of Shawnee Community Recycling Center from 2006 to 2014.

Regular Board of Commissioners

7.

Meeting Date: 04/07/2014

Preliminary Plat East MacArthur

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consideration of approval of a preliminary plat for property located at 8 and 12 East MacArthur.

Attachments

Preliminary Plat S03-14

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: JAMES T. KERR

FOR: PRELIMINARY PLAT

LOCATION: 8 & 12 E. MACARTHUR

PROJECT NUMBER - 140295 CASE NUMBER-S03-14

PLANNING COMMISSION MEETING DATE: 04/02/2014

PLANNING COMMISSION RECOMMENDATION: APPROVAL SUBJECT TO 4 STAFF

RECOMMENDATIONS :

1. The proposed sidewalk improvements shall be completed prior to issuance of a certificate of occupancy for each lot.
2. Approval is contingent on approval of the site plan and stormwater plan by the City Engineer.
3. All public improvements shall be installed or otherwise bonded for prior to recording of the Final Plat.
4. All other applicable City standards apply and no variances are hereby approved.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

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

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

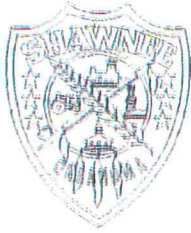
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



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

COMBINED STAFF REPORT
PRELIMINARY PLAT
FINAL PLAT
CASES #S03-14, #S04-14

TO: Shawnee Planning Commission
AGENDA: April 2, 2014
RE: Xpress Addition: Preliminary and Final Plat

PROPOSAL

The applicant is requesting preliminary and final plat approval to facilitate commercial development on the property. The subject site was rezoned on March 17, 2014 by the City Commission (Case #P03-14). A medical clinic (urgent care) is the intended use and the proposed building is approximately 4,290 square feet. As submitted, two lots are proposed on the 1.35 acre site. Lot 1 will consist of 0.88 acres, while Lot 2 will be 0.45 acres in size.

GENERAL INFORMATION

Applicant	James T. Kerr, Kerr 3 Design Group, Inc.
Owner	XWG Real Estate; LLC
Site Location/Address	8 and 12 East MacArthur
Current Site Zoning	C-3
Property Area	1.35 Acres
Current Use	Undeveloped
Proposed Use	Urgent Care (walk-in clinic)
Comprehensive Plan Designation	Commercial

Existing Land Use	Commercial
Surrounding Land Use	North – Residential (R-1) South – various Commercial (C-2 / C-3) West – Residential and Commercial (R-1 / C-3) East – Commercial (C-3)
Surrounding Zoning	North – R-1 South – C-2, C-3 West – C-3, R-1 East – C-3

STAFF REVIEW AND ANALYSIS

Staff has reviewed the preliminary and final plat requests and finds that the plats meet all City requirements. The proposed lots meet all zoning standards for the C-3 Zone and no variances are requested.

The proposed preliminary plat creates two building lots. A shared stormwater detention facility is also proposed, which will accommodate development of the entire site. The preliminary plat is consistent with all development standards. The preliminary plat indicates that the applicant will widen Bell Street partially, construct new sidewalks along Bell Street, and remove and replace the existing sidewalks along MacArthur Street. One access is proposed on each street frontage. Figure 1 illustrates the overall site location.

With respect to utilities, a public sewer line traverses the property immediately north of the proposed building. Public water is available along MacArthur and Bell Street. Copies of the proposed preliminary plat and final plat are attached.

Regarding the technical aspects of the submitted plat, the City Engineer has reviewed the submitted plans and engineering documents and has no objection to approval of the preliminary plat and final plat, provided the conditions recommended below are adopted.



Figure 1: Aerial view of the site – approximate total area outlined in red.

STAFF RECOMMENDATION

Staff recommends *approval of the Xpress Addition Preliminary and Final Plat*, subject to the following conditions:

1. The proposed sidewalk improvements shall be completed prior to issuance of a certificate of occupancy for each lot.
2. Approval is contingent on approval of the site plan and stormwater plan by the City Engineer.
3. All public improvements shall be installed or otherwise bonded for prior to recording of the Final Plat.
4. All other applicable City standards apply and no variances are hereby approved.

Attachments

1. Preliminary Plat
2. Final Plat

PRELIMINARY PLAT APPLICATION FOR THE CITY OF SHAWNEE

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map (kdrain@shawneeok.org) and filing fees upon submitting this application.

APPLICANT Express Wellness Urgent Care Walk-In Clinic, Kerr 3 Design Group, LLC

APPLICANT ADDRESS 507 S. Coltrane Road Suite G Edmond, Oklahoma 73034

APPLICANT PHONE NUMBERS 405-341-6546

EMAIL ADDRESS jkerr@kerr3.com

NAME OF PLAT Xpress Addition

LOCATION Bell Street & MacArthur Shawnee, Oklahoma

NUMBER OF ACRES 1.58 NUMBER OF LOTS 2

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00

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

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

TOTAL COST _____

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 2 \$6.00

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

TOTAL COST: \$231.00

OWNER/DEVELOPER INFORMATION:

NAME Kerr 3 Design, LLC

ADDRESS 507 S. Coltrane Road Suite G Shawnee, Oklahoma 73034

CONTACT NUMBERS 405-341-6546

EMAIL ADDRESS jkerr@kerr3.com

PROJECT ENGINEER INFORMATION:

NAME Landes Engineering LLC & Associates

ADDRESS 903 E. 35th Street vShawnee, Oklahoma 74802

CONTACT NUMBERS 405-275-5388

EMAIL ADDRESS bwilhelm@landesengineering.net

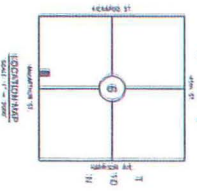
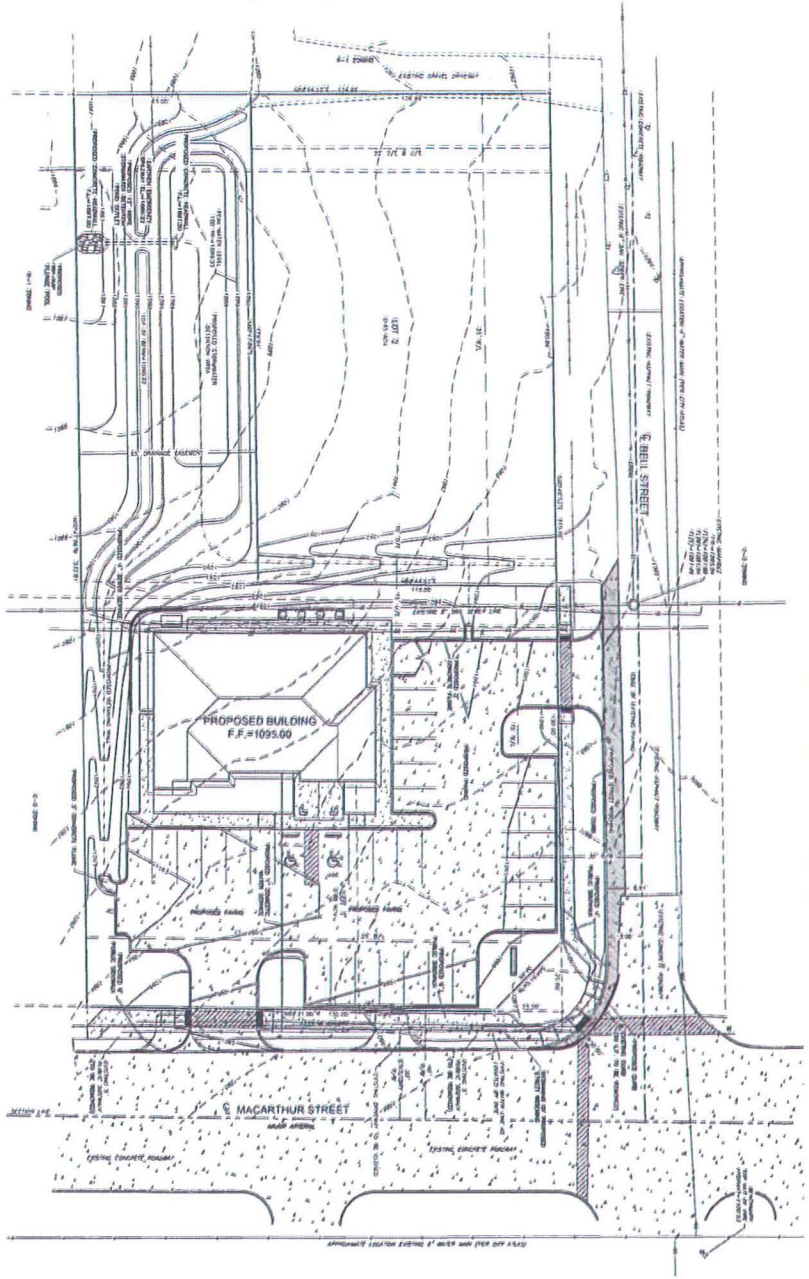
FOR STAFF USE ONLY

PROJECT NUMBER: 140295 CASE NUMBER: 503-14

DATE: 3-14-14 AMOUNT PAID: 231.00 RECEIPT NO. 01582469

RECEIVED
MAR 14 2014
PLANNING / CODE

PRELIMINARY PLAT
XPRESS ADDITION
 A REPLAT OF A PART OF BLOCK TWO OF WYANT'S FIRST ADDITION
 TO THE CITY OF SHAWNEE, POTTERWADWIE COUNTY, OKLAHOMA.



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DEVELOPER INFORMATION

OWNER: [Name]

ADDRESS: [Address]

PHONE: [Phone]

EMAIL: [Email]

PREPARED BY: [Name]

DATE: [Date]

EXISTING DATA

1. ALL EXISTING UTILITIES SHOWN ON THIS PLAT ARE BASED ON RECORD PLATS AND FIELD SURVEY.

2. THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON THIS PLAT ARE SUBJECT TO CHANGE WITHOUT NOTICE.

3. THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON THIS PLAT ARE SUBJECT TO CHANGE WITHOUT NOTICE.

4. THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON THIS PLAT ARE SUBJECT TO CHANGE WITHOUT NOTICE.

LEGAL DESCRIPTION

THESE PLATS SHOW THE PROPOSED BUILDING AND DRIVEWAY ON A PORTION OF BLOCK TWO OF WYANT'S FIRST ADDITION TO THE CITY OF SHAWNEE, POTTERWADWIE COUNTY, OKLAHOMA.

THE PROPOSED BUILDING AND DRIVEWAY ARE SHOWN ON THIS PLAT AS BEING A PART OF THE SAID BLOCK TWO OF WYANT'S FIRST ADDITION TO THE CITY OF SHAWNEE, POTTERWADWIE COUNTY, OKLAHOMA.

THE PROPOSED BUILDING AND DRIVEWAY ARE SHOWN ON THIS PLAT AS BEING A PART OF THE SAID BLOCK TWO OF WYANT'S FIRST ADDITION TO THE CITY OF SHAWNEE, POTTERWADWIE COUNTY, OKLAHOMA.

STATEMENTS

THESE PLATS SHOW THE PROPOSED BUILDING AND DRIVEWAY ON A PORTION OF BLOCK TWO OF WYANT'S FIRST ADDITION TO THE CITY OF SHAWNEE, POTTERWADWIE COUNTY, OKLAHOMA.

THE PROPOSED BUILDING AND DRIVEWAY ARE SHOWN ON THIS PLAT AS BEING A PART OF THE SAID BLOCK TWO OF WYANT'S FIRST ADDITION TO THE CITY OF SHAWNEE, POTTERWADWIE COUNTY, OKLAHOMA.

THE PROPOSED BUILDING AND DRIVEWAY ARE SHOWN ON THIS PLAT AS BEING A PART OF THE SAID BLOCK TWO OF WYANT'S FIRST ADDITION TO THE CITY OF SHAWNEE, POTTERWADWIE COUNTY, OKLAHOMA.



NO.	DATE	REVISIONS
1	03/14/2014	REVISED STREET WIDENING AREA AND BELL ST. SIDEWALK.

Richard L. Landes
 Professional Engineer
 No. 88679
 Date: 03/14/2014

LANDES ENGINEERING L.L.C.
 www.landesengineering.net
 903 E. 35th Street • P.O. Box 1032
 Shawnee, OK 74802-1032
 (405) 275-5755 • Fax (405) 275-9047
 CA # 2260 EXP. 6-30-15

Kerr 3 Design Group, Inc.
 Xpress Addition
 Preliminary Plat
 Date: 03/03/2014
 Page: 1 of 1

FINAL PLAT APPLICATION FOR THE CITY OF SHAWNEE

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map (kdrain@shawneeok.org) and filing fees upon submitting this application.

APPLICANT Express Wellness Urgent Care Walk-In Clinic, Kerr 3 Design Group,LLC

APPLICANT ADDRESS 507 S. Coltrane Road, Suite G Edmond, OK 73034

APPLICANT PHONE NUMBERS 405-341-6546

EMAIL ADDRESS jkerr@kerr3.com

NAME OF PLAT Xpress Addition

LOCATION Bell St. & MacArthur St. Shawnee, Oklahoma

NUMBER OF ACRES 1.58 NUMBER OF LOTS 2

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: COST IS \$325.00

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

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

TOTAL COST

FOR LESS THAN 2 ACRE LOTS: COST IS \$325.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 2 \$6.00

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

TOTAL COST \$331.00

OWNER/DEVELOPER INFORMATION:

NAME Kerr 3 Design Group, LLC

ADDRESS 507 S. Coltrane Road Suite G. Edmond, Oklahoma 73034

CONTACT NUMBERS 405-341-6546

EMAIL ADDRESS jkerr@kerr3.com

RECEIVED
MAR 14 2014
PLANNING / CODE

PROJECT ENGINEER INFORMATION:

NAME Landes Engineering LLC & Associates bwilhelm@landesengineering.net

ADDRESS 903 E. 35th Street Shawnee, Oklahoma 74802 405-275-5388

Project # - 140296

Case # - 504-14

Date - 3-14-14

Amount Paid \$ 331.00

Receipt # - 01582465

Regular Board of Commissioners

8.

Meeting Date: 04/07/2014

Final Plat East MacArthur

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consideration of approval of a final plat for property located at 8 and 12 East MacArthur.

Attachments

Final Plat S04-14

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: JAMES T. KERR

FOR: FINAL PLAT

LOCATION: 8 & 12 E. MACARTHUR
PROJECT NUMBER -140296 CASE NUMBER- S04-14

PLANNING COMMISSION MEETING DATE: 04/02/2014

PLANNING COMMISSION RECOMMENDATION: APPROVAL SUBJECT TO 4 STAFF

RECOMMENDATIONS:

1. The proposed sidewalk improvements shall be completed prior to issuance of a certificate of occupancy for each lot.
2. Approval is contingent on approval of the site plan and stormwater plan by the City Engineer.
3. All public improvements shall be installed or otherwise bonded for prior to recording of the Final Plat.
4. All other applicable City standards apply and no variances are hereby approved.

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

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

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

Regular Board of Commissioners

9.

Meeting Date: 04/07/2014

Ordinance Chapter 2 Admin

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on an ordinance repealing and amending portions of Chapter 2 of the Shawnee Municipal Code, dealing with Administration.

Attachments

Memo

Ordinance Chapter 2 Code Book

MEMORANDUM

To: Mayor and City Commissioners
From: Mary Ann Karns, City Attorney
Re: Amendments to Shawnee Municipal Code, Chapter 2, Administration
Date: April 7, 2014

Attached is the ordinance you discussed at your March 17 meeting with the adjustments you requested.

A comment made at a public meeting last week indicated that there is some public confusion about the removal of the Human Rights Commission from the Code. As we discussed, it has been many years since the Human Rights Commission has been active or even had appointments of commissioners.

What remains in the code is a prohibition of discriminatory acts as defined. Violations will be prosecuted in municipal court as opposed to being a civil offense. If anything, the change makes the commission of discriminatory acts more serious.

Staff recommends approval of the ordinance as presented.

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND AMENDING PORTIONS OF CHAPTER 2, ADMINISTRATION, OF THE SHAWNEE MUNICIPAL CODE, DEALING WITH THE CITY SEAL; THE SALE OF PROPERTY; RULES OF PROCEDURE WITH REGARD TO AGENDAS, MEETINGS, EXECUTIVE SESSIONS; PURCHASES OF SUPPLIES, EQUIPMENT AND SERVICES; EMPLOYEE POSITIONS AND BENEFITS; HUMAN RIGHTS; STORAGE OF RECORDS; PROVIDING FOR SEVERABILITY, CODIFICATION AND REPEAL AND DECLARING AN EMERGENCY

WHEREAS, the Code of Ordinances of the City of Shawnee must be amended from time to time to comply with the laws of the State of Oklahoma and the Charter of the City of Shawnee; and

WHEREAS, the Mayor and City Commission have determined that other amendments must be made for the more efficient and practical operations for the City of Shawnee:

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 2 OF THE SHAWNEE MUNICIPAL CODE BE AMENDED AS FOLLOWS:

Section 1: Section 2-1, "Definitions," is repealed in its entirety.

Section 2: Section 2-2, "City seal," is amended by the addition of a subsection (c):

(c) The use of the City seal to convey the appearance that the City has endorsed, supported, created, supervised, or provided any goods or services shall be an offense.

Section 3: Section 2-5, "Sale of Property," is repealed and amended to read as follows:

Any real property owned by the city which has been determined by the city commission to no longer be needed for public purposes may be sold by the city by public auction, sealed bids or on the open market.

Before sale, the commission must obtain an appraisal of the property, with the appraised amount confidential. The appraisal will be kept in the office of the city manager.

If the property is to be sold at public auction, notice of the sale shall be published in a newspaper of general circulation in the city at least 15 days prior to the auction.

If the property is to be sold pursuant to sealed bids, notice to prospective bidders shall be published in a newspaper of general circulation in the city at least 15 days prior to the opening of bids. All bids shall be filed in duplicate, one with the city clerk and one with the city manager, and such bids shall be accompanied by a noncollusion affidavit. The city commission, in its discretion, may require a bid bond to accompany such bids.

If the property is to be sold on the open market, notice that the property is available for purchase shall be published in a newspaper of general circulation in the city at least 60 days prior to the time the city will consider offers. No real estate or other sales commission will be paid by the city. The city commission, in its discretion, may require earnest money to accompany an offer.

At the end of the auction, upon the opening of bids, or upon receipt of an offer, the city manager shall open the appraisal. If the price offered is not at least 80% of the appraised price of the property, the property will not be sold and the appraisal will remain confidential. If the property is sold by sealed bid or on the open market, the commission must review all bids and offers to determine the highest and best bid or offer. The commission may accept or reject any bid or offer for any reason.

Section 4: Section 2-32, "Request for placement of items on official agenda, is hereby repealed and amended to read as follows:

"Preparation of agenda. An agenda shall be prepared by the city manager. The city manager or any commissioner can place an item on the agenda. Once the agenda has been prepared, it shall be forwarded to the City Clerk, who shall prepare and post the official agenda. If the item is to reconsider a previous vote of the city commission, the item to reconsider may only be placed on the agenda by commissioners who voted in the majority on the vote sought to be reconsidered."

Section 5: Section 2-33, "Presiding officer; calling meetings to order; reading of minutes" is hereby repealed and amended to read as follows:

The Mayor shall act as presiding officer of the city commission at all meetings. He shall take the chair at the prescribed hour and shall call the city commission to order, order the calling of the roll by the clerk and determine whether a quorum exists.

Section 6: Section 2-34, "Rules of procedure at meetings" is repealed and amended to read as follows:

(a) The rules of parliamentary practice comprised in the latest edition of Robert's Rules of Order, Newly Revised, shall govern the city commission in all cases to which they are applicable and in which they are not inconsistent with the ordinances, standing rules and orders of the commission.

(b) When any member speaks or otherwise presents any matter to the city commission, he shall confine himself to the matter under consideration and avoid personalities.

(c) When the mayor is putting any question or addressing the commission, no member thereof shall walk out or across the hall, nor, in such case or when a member is speaking, shall any other member entertain any private discourse. If any member leaves the room after an item has been called, he may not participate in debate or vote on that matter.

(d) No member shall text, e-mail, telephone or privately communicate with any other person, including any other member, during a commission meeting.

(e) Every member who shall be in the meeting when a question is put shall give his vote of aye, nay or abstain, unless the commission for special reasons shall excuse him. All motions to excuse a member from voting shall be made before the commission and before the call of the ayes and nays is commenced. Any member requesting to be excused from voting may make a brief verbal statement of the reason for making such request, and the question shall then be taken without further debate. An excused commissioner, or one who intends to abstain at the time of the vote, shall not participate in debate on the question.

(f) When a motion is made and seconded, it shall be stated by the mayor or, being in writing, it shall be handed to the chair and read aloud by the clerk before debate.

(g) Every motion shall be reduced to writing, if the mayor or any member shall request it.

(h) After a motion is stated by the mayor or read by the clerk, it shall be deemed to be in the possession of the commission, but it may be withdrawn at any time before a decision or amendment.

(i) When a question is under debate, no motion shall be received, but to adjourn, to lay on the table, for the previous question or to amend, which several motions shall have precedence in the order in which they are named in this subsection.

(j) A motion to adjourn and a motion to fix a day to which the commission shall adjourn shall always be in order. These motions and the motion to lay on the table shall be decided without debate.

(k) No motion or proposition on a subject different from that under consideration shall be admitted under color of amendment. No bill or resolution shall at any time be amended by annexing thereto or incorporating therewith any other bill or resolution pending before the commission.

(l) When a motion has once been made and carried in the affirmative or negative, it shall be in order for any member of the majority to move for the reconsideration thereof, at the same or the succeeding session, and each motion shall take precedence over all other questions, except a motion to adjourn. The motion to reconsider shall require for its adoption the same vote as was required on the vote reconsidered.

(m) Upon roll calls of the city commission or in taking the ayes and nays upon any question, the names of the members shall be called by the clerk or votes may be cast and shown by other means, so long as the vote of each commissioner is individually cast and recorded.

Section 7: Section 2-36, "Duties of mayor at meetings" is repealed and amended to read as follows:

At meetings of the city commission, the mayor shall preserve order and decorum and may speak on points of order in preference to other members. He shall decide all questions of order, subject to appeal to the commission by any member.

Section 8: Section 2-40, "Executive Sessions" is repealed and amended to read as follows:

The city commission may at any time go into executive session by a vote of a majority of the commission in favor thereof, at which session only those subjects shall be considered that are mentioned in the motion for the session, and no ordinances shall be passed, claims allowed or any other action taken at the session. In all respects the conduct of an executive session shall be in conformance with the laws of the State of Oklahoma.

Section 9: Section 2-107, "Purchases of supplies and equipment," subsection (b) shall be amended to read as follows:

(b) Pursuant to Article XV, Section 1 of the Charter, the city manager shall contract for and purchase or shall issue purchase orders for all services, supplies, materials and equipment for the offices, departments and agencies of the city government in an amount not exceeding \$25,000.00, if budgeted, without prior approval of the city commissioners. If the city manager contracts for or issues purchase orders for services, supplies, materials or equipment with funds not previously budgeted, he may only expend up to \$10,000.00 without prior approval of the city commission. The commission shall invite competitive written bids upon all contracts or purchases involving expenditures over \$25,000. However, nothing contained in this subsection shall be construed to prohibit the expenditure of funds, the making of purchases or the letting of contracts without competitive bidding in an emergency.

Section 10: Section 2-142, "Vacation and sick leave" is repealed in its entirety.

Section 11: Section 2-171, "Department of Law" is repealed and amended to read:

The department of law shall consist of the city attorney and such assistants of a special or general nature as the city commission shall approve. The employees of the department of law shall be governed by all city personnel policies and general directives of the city manager; however, they shall be under the daily control of the city attorney, including for purposes of recommending to the commission or initial employment, discipline and termination.

Section 12: Section 2-272, “Deputy Treasurer” is repealed in its entirety.

Section 13: Section 2-286, “Payment of judgments against city” is hereby repealed and amended to read as follows:

Any judgment rendered by any court of competent jurisdiction against the city may be paid by the city from currently available funds or pursuant to the provisions of Oklahoma statutes regarding payment from the sinking fund.

Section 14: Section 2-287, “Payroll Disbursements,” is repealed in its entirety.

Section 15: Section 2-291, “Petty Cash,” subsection (b) is repealed and amended to read:

(b) Each petty cash account established shall require city commission approval, including the amount of the petty cash imprest balances. However, in no case shall the imprest balance exceed \$1,000.00

Section 16: Article VI, “Human Rights” is repealed and amended to read as follows:

(a) Sec. 2-356. – Definitions:

Place of public accommodation includes any place, store or other establishment, either licensed or unlicensed, which supplies goods or services to the general public or which solicits or accepts the patronage or trade of the general public or which is supported directly or indirectly by government funds, except that a private club is not a place of public accommodation, if its policies are determined by its members and its facilities or services are available only to its members and their bona fide guests. The term "place of public accommodation" does not include barbershops or beauty shops or privately owned resort or amusement establishments or an establishment located within a building which contains not more than five rooms for rent or hire and which is actually occupied by the proprietor of the establishment as his residence.

(b) Sec. 2-358. – Violations:

No person shall violate any of the sections of this article. Any person violating any section of this article, upon being found guilty thereof by the municipal court, shall be subject to a fine of not more than \$500.00, plus costs, for each offense. Each day that any offense is continued in violation of this article is to be construed as a separate offense.

(c) Sec. 2-360. - Limitation on rights granted:

(1) No section of this article is intended nor should any section of this article be construed to grant to any person a right of entry upon the premises of a place of public accommodation for any purpose other than the express and obvious purposes for which a place of public accommodation is open to the general public, and only during its normal hours of operation.

(2) No section of this article is intended nor should any section of this article be construed to grant a right of entry upon the premises of a place of public accommodation to any person who is drunk, disorderly, vagrant, loitering, begging, disturbing the peace, soliciting, selling, advertising, vending goods or presenting himself for entry in any manner, state of dress, demeanor or condition

for which the general public, regardless of race, religion, color, creed, ancestry, sex, age, handicap or national origin, would be excluded by such place of public accommodation.

(d) Sec. 2-362. - Discriminatory practices:

No person who is the owner, lessee, manager, proprietor, concessionaire, custodian, agent or employee of a place of public accommodation within the city shall, because of any person's race, religion, color, creed, ancestry, sex, age, handicap or national origin:

(1) Deny or refuse any privilege, facility, goods, merchandise, commodity, service or accommodation.

(2) Segregate or require the placing of any person in any separate section or area of the premises or facilities of such place of public accommodation.

(3) Place, post, maintain or display any written or printed advertisement, notice or sign to the effect that any of the accommodations, facilities, privileges, goods or merchandise of such place of public accommodation will be or may be refused, withheld from or denied to any person.

Section 17: Chapter 2, Article VIII, "Records Management" is amended by the addition of the following language, to be incorporated by the codifier in one section:

(a) All records may be photographed, micro photographed, photo stated, reproduced on film or stored on optical, digital or other electronic media. Such film or reproducing media shall be of durable material and the device used to reproduce such records on film or other media shall be such as to accurately reproduce and perpetuate the original records in all details.

(b) The photo static copy, photograph, microphotograph, photographic film or optical, digital or electronic version of the original records shall be deemed to be an original record for all purposes, and shall be admissible in evidence in all courts or administrative agencies and available to the public in the same manner as the original record. A facsimile, exemplification or certified copy thereof shall, for all purposes recited herein, be deemed to be a transcript, exemplification or certified copy of the original. Such records may be disposed of in accordance with the policy of this Article for the destruction and disposal of the original record.

(c) All versions of a record as authorized herein shall be placed in conveniently accessible files and provisions made for indexing, preserving, examining and using same shall be the same as for the original records. Once such procedures have been followed, the City Manager may certify to that fact. Following such certification, the governing body may, by resolution, authorize the disposal, archival storage or destruction of the original records and papers before the expiration of the retention period established by statute, local ordinance or resolution.

Section 18: Section 2-496, "Micrographics," is hereby repealed.

Section 19: A new section, to be numbered by the codifier is adopted to read as follows:

Identity theft prevention program (red flag policy).

For purposes of complying with 16 CFR Sec. 681.2, and in order to detect, prevent and mitigate identity theft, the identity theft prevention program and policy of the City of Shawnee is incorporated by reference in this section as though fully set forth herein.

Section 20: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 21: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 22: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 23: EMERGENCY. Because it is necessary for the protection of the public's health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this ____ day of _____, 2014.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

(SEAL)

Emergency separately approved this ____ day of _____, 2014:

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ day of _____,
2014.

MARY ANN KARNIS
CITY ATTORNEY

Regular Board of Commissioners

10.

Meeting Date: 04/07/2014

Ordinance Chapter 8 Permits and License

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on an ordinance repealing and amending portions of Chapter 8 of the Shawnee Municipal Code, dealing with Businesses, Permits and Licenses.

Attachments

Memo

Ordinance Chapter 8 Code Book

MEMORANDUM

TO: Mayor and City Commissioners

FROM: Mary Ann Karns, City Attorney

RE: Repealing of certain Articles and Amendments to Chapter 8, “Businesses, Permits and Licenses”

DATE: April 7, 2014

On your agenda there is an ordinance amending Chapter 8, “Businesses, Permits and Licenses”.

The amendments are providing that fees for issuance of licenses and permits shall be set by resolution of the Commission; that all appeals for denial, and that suspension or revocation for permits shall be made to the Commission. In addition, staff has determined that some business licenses and regulations are no longer necessary to protect the public health and safety, and those provisions are being repealed. These licenses are for bowling alleys, skating rinks, family and special recreation centers, and snow cone merchants. These businesses would be controlled through the zoning and subdivision regulations already in place.

Staff recommends approval.

n:\attorney\recodification\ordinance covermemorandum.doc

ORDINANCE NO. ____

AN ORDINANCE REPEALING AND AMENDING CHAPTER EIGHT OF THE SHAWNEE MUNICIPAL CODE, "BUSINESSES, PERMITS AND LICENSES," REPEALING PERMIT AND LICENSE REQUIREMENTS FOR CERTAIN BUSINESS, PROVIDING FOR SCHEDULES, PROVIDING FOR HEARING ON REVOCATION, PROVIDING FOR REPEAL, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION AND DECLARING AN EMERGENCY

WHEREAS, the Code of Ordinances of the City of Shawnee must be amended from time to time to comply with the laws of the State of Oklahoma and the Charter of the City of Shawnee; and

WHEREAS, the Mayor and City Commission have determined that other amendments must be made for the more efficient and practical operations for the City of Shawnee:

IT IS THEREFORE ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 8 OF THE SHAWNEE MUNICIPAL CODE BE AMENDED AS FOLLOWS:

Section 1: Section 8-1, "Bonds and Insurance," is amended by the addition of the following sentence:

The amounts of all bonds, insurance and fees related to the issuance licenses and permits set out in this Chapter shall be set by resolution of the Commission.

Section 2: The codifier is to change all references to fees, fines, insurance and bonds throughout this Chapter 8 to provide that they shall be set by resolution of the commission.

Section 3: Section 8-37, "Appeal from the denial, suspension or revocation of alarm permit and user fees," shall be amended to provide that appeal shall be made to the City Commission.

Section 4: Article III, "Bowling Alleys," is repealed in its entirety.

Section 5: Article IV, "Skating Rinks," is repealed in its entirety.

Section 6: Article V, "Family and Special Recreation Centers," is repealed in its entirety.

Section 7: Article XI, "Junkyards and Wrecking Yards," is repealed and amended.

Section 8: Article XII, "Barterers," is repealed in its entirety.

Section 9: Locations and restrictions in this Chapter are not to be construed as authorizing business locations in violation of the City's zoning code.

Section 10: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 11: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 12: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 13: EMERGENCY. Because it is necessary for the protection of the public's health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this 7th day of April, 2014.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

(SEAL)

Approved as to form and legality on the 7th day of April, 2014 by City Attorney Mary Ann Karns

MARY ANN KARNS, CITY ATTORNEY

Emergency separately approved on this 7th day of April, 2014.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

11.

Meeting Date: 04/07/2014

Accepting Final Plat and Placing Maintenance Bonds

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider acceptance of public easements and dedications associated with the final plat of Shawnee Mission Plaza Section 8 and authorizing obtainment of signatures, recording of the final plat and placing maintenance bonds into effect.

Attachments

Memo and Info Mission Plaza



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

MEMORANDUM

AGENDA: April 7, 2014

TO: Shawnee City Commission

FROM: Justin Erickson, Planning Director

RE: Final Plat: Shawnee Mission Plaza Section 8

Staff recommends acceptance of public easements and dedications associated with the Final Plat of Shawnee Mission Plaza Section 8, authorizing the recording of the final plat and obtainment of signatures. As presented, the City will assume control and maintenance of Plaza Drive, including the main entryway from Kickapoo and the access road north to the signalized intersection.

The owner of the property is Warren Thomas and the planned use for the property is a restaurant establishment. The owner has provided maintenance bonds for the paving, drainage and sewer line work that was completed. One lot is proposed and the plat was approved on June 18, 2012 (Case #S08-12).

A Letter of Map Revision was issued by FEMA on February 14, 2014 and the subject site is no longer in the regulated floodplain.

Attachments

OWNER'S CERTIFICATE AND DEDICATION FOR TRACT A

Know All Men By These Presents:

That the undersigned... hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in, and to the land shown on the Final Plat of SHAWNEE MISSION PLAZA SECTION 8 as TRACT A, an addition to the City of Shawnee, Oklahoma.

of-way and easements, as shown on said Final Plat to the public for streets, fire protection, utility and drainage easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements, and encumbrances. In witness whereof the undersigned having caused this instrument to be executed this... day of... 20...

ATTEST: BY: Title:
BY: Title:

STATE OF OKLAHOMA } SS
COUNTY OF }

Before me, the undersigned, a notary public in and for said county and state on the day of... 20... personally appeared... to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its... and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

My Commission Expires:
My Commission Number:

Notary Public

OWNER'S CERTIFICATE AND DEDICATION FOR TRACT B

Know All Men By These Presents:

That the undersigned... hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in, and to the land shown on the Final Plat of SHAWNEE MISSION PLAZA SECTION 8 as TRACT B, an addition to the City of Shawnee, Oklahoma.

of-way and easements, as shown on said Final Plat to the public for streets, fire protection, utility and drainage easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements, and encumbrances. In witness whereof the undersigned having caused this instrument to be executed this... day of... 20...

ATTEST: BY: Title:
BY: Title:

STATE OF OKLAHOMA } SS
COUNTY OF }

Before me, the undersigned, a notary public in and for said county and state on the day of... 20... personally appeared... to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its... and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

My Commission Expires:
My Commission Number:

Notary Public

OWNER'S CERTIFICATE AND DEDICATION FOR TRACT C

Know All Men By These Presents:

That the undersigned... hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in, and to the land shown on the Final Plat of SHAWNEE MISSION PLAZA SECTION 8 as TRACT C, an addition to the City of Shawnee, Oklahoma.

of-way and easements, as shown on said Final Plat to the public for streets, fire protection, utility and drainage easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements, and encumbrances. In witness whereof the undersigned having caused this instrument to be executed this... day of... 20...

ATTEST: BY: Title:
BY: Title:

STATE OF OKLAHOMA } SS
COUNTY OF }

Before me, the undersigned, a notary public in and for said county and state on the day of... 20... personally appeared... to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its... and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

My Commission Expires:
My Commission Number:

Notary Public

REGISTERED SURVEYOR'S CERTIFICATE

I, Randall A. Mansfield, do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and that the Final Plat of SHAWNEE MISSION PLAZA SECTION 8, an addition to the City of Shawnee, Oklahoma, consisting of one (1) sheet, represents a survey made under my supervision on the day of... 20... and that monuments shown thereon exist and their positions are correctly shown, that this survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors, and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

Randall A. Mansfield, P.L.S., 1613

STATE OF OKLAHOMA } SS
COUNTY OF }

Before me, the undersigned, a notary public in and for said county and state on the day of... 20... personally appeared... to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

My Commission Expires:
My Commission Number:

Notary Public

OWNER'S CERTIFICATE AND DEDICATION FOR TRACT D

Know All Men By These Presents:

That the undersigned... hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in, and to the land shown on the Final Plat of SHAWNEE MISSION PLAZA SECTION 8 as TRACT D, an addition to the City of Shawnee, Oklahoma.

of-way and easements, as shown on said Final Plat to the public for streets, fire protection, utility and drainage easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements, and encumbrances. In witness whereof the undersigned having caused this instrument to be executed this... day of... 20...

ATTEST: BY: Title:
BY: Title:

STATE OF OKLAHOMA } SS
COUNTY OF }

Before me, the undersigned, a notary public in and for said county and state on the day of... 20... personally appeared... to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its... and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

My Commission Expires:
My Commission Number:

Notary Public

LEGAL DESCRIPTION TRACT A

A tract of land described as BEGINNING 965.05 feet North 00°05'03" East of the southwest corner of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma;

THENCE North 00°05'03" East a distance of 154.50 feet;
THENCE South 89°54'57" East a distance of 60.00 feet;
THENCE North 45°05'03" East a distance of 35.36 feet;
THENCE South 89°54'57" East a distance of 250.00 feet;
THENCE South 00°05'03" West a distance of 179.50 feet;
THENCE North 89°54'57" West a distance of 335.00 feet to the POINT OF BEGINNING.

Said described tract of land contains a gross area of 58,320 square feet or 1.3388 acres and a net area, less streets rights of way, of 53,221 square feet or 1.2218 acres, more or less.

LEGAL DESCRIPTION TRACT B

A tract of land situate within a portion of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, further described as that tract referenced in Special Warranty Deed filed in the Office of the Pottawatomie County Recorder at Instrument No. 201100019551 and 201100019554 in Shawnee, Pottawatomie County, Oklahoma, said tract being more particularly described by metes and bounds as follows:

COMMENCING at the southwest corner of said Southwest Quarter;
THENCE North 00°05'03" East along the west line of said Southwest Quarter, a distance of 1119.55 feet to the POINT OF BEGINNING;
THENCE North 00°05'03" East, continuing along said west line, a distance of 130.00 feet;
THENCE South 89°54'57" East a distance of 60.00 feet;
THENCE South 44°54'57" East a distance of 35.36 feet;
THENCE South 89°54'57" East a distance of 195.00 feet;
THENCE South 00°05'03" West a distance of 80.00 feet;
THENCE North 89°54'57" West a distance of 195.00 feet;
THENCE South 45°05'03" West a distance of 35.36 feet;
THENCE North 89°54'57" West a distance of 60.00 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 26,026 square feet or 0.5975 acres, more or less.

LEGAL DESCRIPTION TRACT C

A tract of land situate within a portion of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, further described as that tract within the lease parcel referenced in the Special Warranty Deed filed in the Office of the Pottawatomie County Recorder at Instrument No. 201100019553, in Shawnee, Pottawatomie County, Oklahoma, said tract being more particularly described by metes and bounds as follows:

COMMENCING at the southwest corner of said Southwest Quarter;
THENCE North 00°05'03" East along the west line of said Southwest Quarter, a distance of 1144.55 feet;
THENCE South 89°54'57" East a distance of 280.00 feet to the POINT OF BEGINNING;
THENCE North 00°05'03" East a distance of 489.93 feet;
THENCE South 89°54'06" East a distance of 19.69 feet;
THENCE South 00°05'03" West a distance of 218.23 feet;
THENCE South 89°54'06" East a distance of 30.31 feet;
THENCE South 00°05'03" West a distance of 271.69 feet;
THENCE North 89°54'47" West a distance of 50.00 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 17,881 square feet or 0.4105 acres, more or less.

LEGAL DESCRIPTION TRACT D

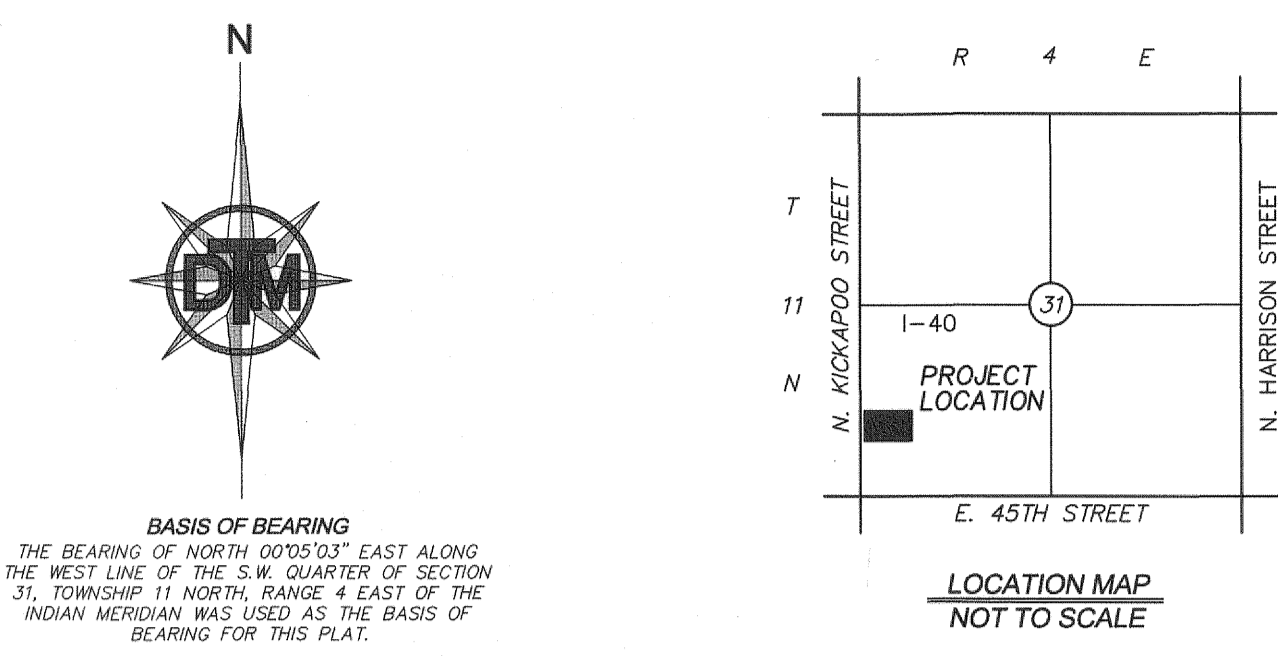
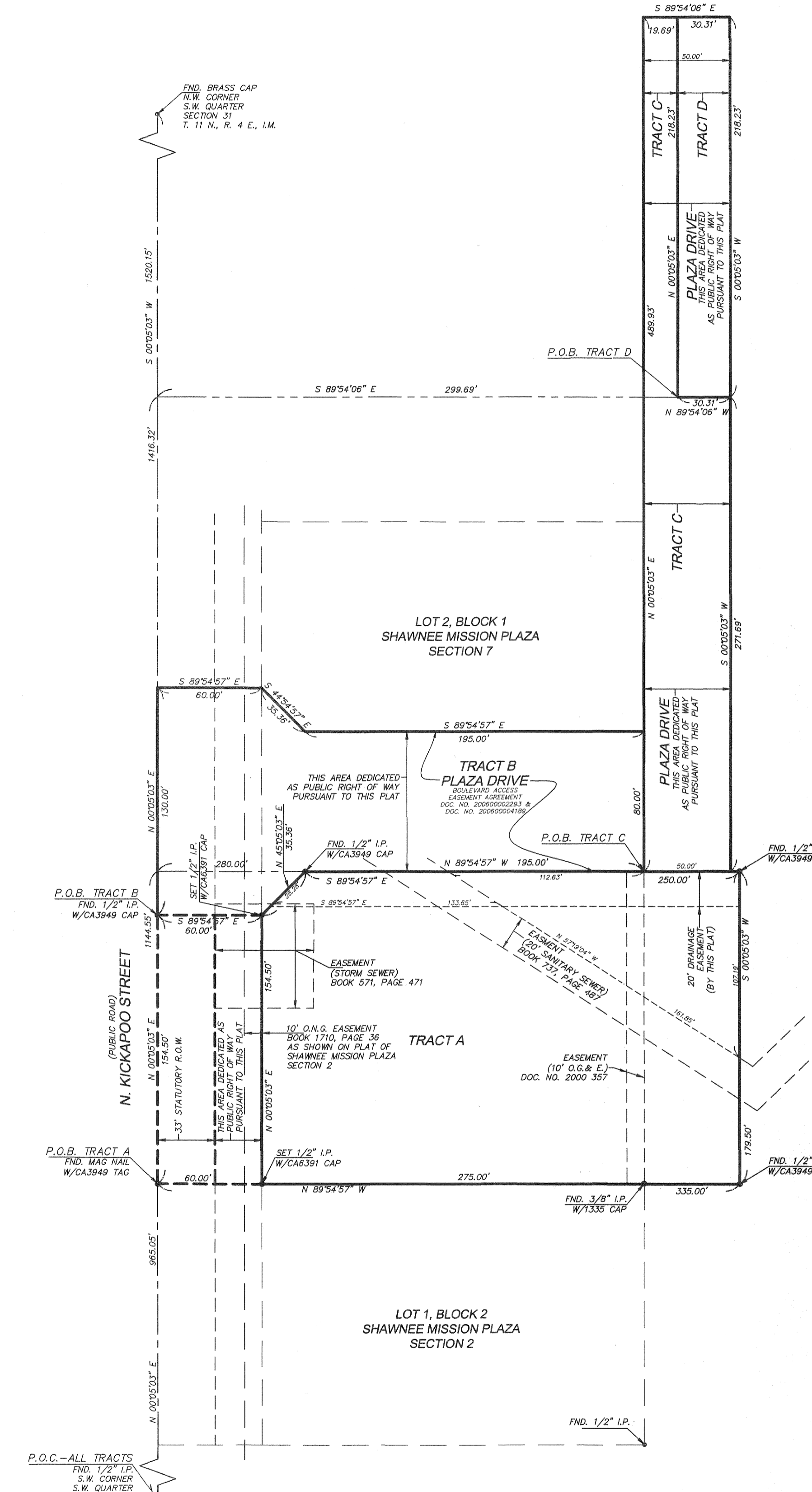
A tract of land situate within a portion of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, further described as that tract within the lease parcel referenced in the Special Warranty Deed filed in the Office of the Pottawatomie County Recorder in Book 1999, Page 3789, within Shawnee, Pottawatomie County, Oklahoma, said tract being more particularly described by metes and bounds as follows:

COMMENCING at the southwest corner of said Southwest Quarter;
THENCE North 00°05'03" East along the west line of said Southwest Quarter, a distance of 1416.32 feet;
THENCE South 89°54'06" East a distance of 299.69 feet to a point on the west line of said lease parcel same being the POINT OF BEGINNING;
THENCE North 00°05'03" East a distance of 218.23 feet;
THENCE South 89°54'11" East a distance of 30.31 feet;
THENCE South 00°05'03" West a distance of 218.23 feet to a point on the south line of said lease parcel;
THENCE North 89°54'06" West, along said south line, a distance of 30.31 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 6,615 square feet or 0.1519 acres, more or less.

The bearing of North 00°05'03" East as the west line of the Southwest Quarter of Section 31 as described in the deed of record was used as the basis of bearing for this survey.

FINAL PLAT OF SHAWNEE MISSION PLAZA SECTION 8 BEING A PART OF THE SW/4. SECTION 31, T. 11 N., R. 4 E., I.M. SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA



CERTIFICATE OF CITY CLERK

I, ... City Clerk of the City of Shawnee, Oklahoma, hereby certify that I have examined the records of said City and find that all delinquent payments on unimproved installments upon special assessments have been paid in full and that there are no special assessment procedures now pending against the land shown on the SHAWNEE MISSION PLAZA SECTION 8, an addition to the City of Shawnee.

Signed by the City Clerk this ... day of ... 20...
City Clerk

CERTIFICATE OF PLANNING COMMISSION

I, ... Chair of the City Planning Commission, of the City of Shawnee, Oklahoma, hereby certify that the said Planning Commission duly approved the Final Plat of SHAWNEE MISSION PLAZA SECTION 8, an addition to the City of Shawnee, Oklahoma, at a meeting on the ... day of ... 20...

Chairman

COUNTY TREASURER'S CERTIFICATE

I, ... do hereby certify that I am the duly qualified and acting County Treasurer of Pottawatomie County, Oklahoma, that the tax records of said county show that all taxes for the year 20... and prior years are paid on the Final Plat of SHAWNEE MISSION PLAZA SECTION 8, an addition to the City of Shawnee, Oklahoma, that the required statutory security has been deposited in the offices of the County Treasurer guaranteeing the current year's taxes.

In witness whereof, said County Treasurer has caused this instrument to be executed this ... day of ... 20...
County Treasurer

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the Council of the City of Shawnee, Oklahoma, that the dedications shown on the Final Plat of SHAWNEE MISSION PLAZA SECTION 8, an addition to the City of Shawnee, Oklahoma, are hereby accepted.

Adopted by the Council of the City of Shawnee, this ... day of ... 20...
City Clerk Mayor

BONDED ABTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Pottawatomie and State of Oklahoma, hereby certify that the records of said county show that the title to the land shown on the Final Plat of SHAWNEE MISSION PLAZA SECTION 8, an addition to the City of Shawnee, Oklahoma is vested in ... on the ... day of ... 20... and that there are no actions pending or on file with the clerk of any court in said county and state against said land or owners thereof, that the taxes are paid for the year of 20... and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are no liens, or other encumbrances of any kind against the land included in the Final Plat; except, mortgages, rights-of-way, easements, and mineral conveyances of record.

In witness whereof, said Bonded Abstractor has caused this instrument to be executed this ... day of ... 20...
CAPITOL ABSTRACT & TITLE CO.
Assistant Secretary (Vice) President

STATE OF OKLAHOMA } SS
COUNTY OF }

Before me, the undersigned, a notary public in and for said county and state on the day of... 20... personally appeared... to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its... and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

My Commission Expires:
My Commission Number:
Notary Public

DODSON - THOMPSON - MANSFIELD, PLLC
3532 NW 23rd Street Oklahoma City, OK 73107
Phone: 405-601-7402 Fax: 405-601-7421 email: randym@dtm-ok.com
Surveying - Engineering - Planning
CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2014



The Ohio Casualty Insurance Company

62 Maple Avenue, Keene, New Hampshire 03431

MAINTENANCE BOND

601050777

KNOW ALL MEN BY THESE PRESENTS, that we, Jordan Contractors, Inc., 123 S. Broadway, Tecumseh, OK 74873

as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto City of Shawnee, Shawnee OK

(hereinafter called the Oblige), in the penal sum of ***Eleven Thousand Two Hundred Forty Nine & 00/100 FOR ONE (1) YEAR and One Thousand One Hundred Twenty Four & 90/100 FOR 2ND YEAR**** Dollars \$ 11,249.00 (100% for 1st Year) \$ 1,124.90 (10% for 2nd Year)

for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: _____

WHEREAS, the said Principal has heretofore entered into a contract with the Oblige for

Shawnee Mission Plaza Section 8 in the vicinity of Kickapoo Street & Plaza Drive - Sanitary Sewer Improvements

and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Oblige;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said

Principal shall for a period of 100% for 1st Year 10% for 2nd Year years from and after the date of the completion of the contract indemnify the Oblige against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its home office in the city of Keene, New Hampshire, promptly and in any event within ten (10) days after the Oblige or his representative shall learn of such default; and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

Jordan Contractors, Inc. (Principal)

By: [Signature] Jimmy N. Jordan - President

S-177

The Ohio Casualty Insurance Company

By: [Signature] Wendy Hollen (Attorney-in-Fact)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5818014

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Larry D. Bixler; Cody McNeill; Wendy Hollan; W. M. McNeill; Mike Shannon; Beverly Herring; Lisa Sherman; Glenda L. Stark; Todd Triplett

all of the city of Oklahoma City, state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Insurance Agency of Mid America Inc 10009 S Penn, Building E PO Box 890300 Oklahoma City OK 73189		CONTACT NAME: Beverly McCool PHONE (A/C No. Ext.): (405) 691-0016 FAX (A/C No.): (405) 691-0413 E-MAIL ADDRESS: bmccool@midamericainc.com															
INSURED Jordan Contractors Inc 123 South Broadway Tecumseh OK 74873		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Peerless Indemnity Ins Co</td> <td>18333</td> </tr> <tr> <td>INSURER B: America First Insurance</td> <td>12696</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Peerless Indemnity Ins Co	18333	INSURER B: America First Insurance	12696	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 2012 - GL/BA/WC/UMB REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CBP8463429	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (If a occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA8464229	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC8465229	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Sanitary Sewer Maintenance (Only) - Shawnee Mission Plaza Section 8 in the vicinity of Kickapoo Street & Plaza Drive Sanitary Sewer, Paving & Drainage Improvements for Chick-Fil-A Site.
 The certificate holder is an additional insured (22-132) with a waiver of subrogation (CG2024) where required by written contract.

CERTIFICATE HOLDER City of Shawnee PO Box 1448 Shawnee, OK 74802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mike McNeill/RM 

ACORD 25 (2010/05)
INS025 (201005) 01

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MAINTENANCE BOND

#601050357

KNOW ALL MEN BY THESE PRESENTS:

That Jordan Contractors, Inc., 123 S. Broadway, Tecumseh OK 74873
and The Ohio Casualty Insurance Company, a corporation organized under the laws of the State of Oklahoma and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Shawnee in penal sum of *****Two Hundred Five Thousand Five Hundred Fifteen & 00/100***** (\$205,515.00) In lawful money of the United States of America, said sum being equal to one hundred percent (**100%**) of the total contract price for the **first (1) year, ten percent (10%)** for four (**4**) years after completion and final acceptance (**total of 5 years maintenance**), for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____, **2013**.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with the City of Shawnee,
(State or Other Entity)

dated _____, 2013, for **CONTRACT NO. 08610300**, **SHAWNEE MISSION PLAZA CHICK FIL-A**, all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of five (5) years (one hundred (100%) percent for first year, ten (10%) for four years thereafter, of total contract price) for all projects for the construction of utilities) from and after acceptance of said project by the City of Shawnee; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold City of Shawnee harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

(SEAL)

ATTEST: *Shirley J. Jordan*

PRINCIPAL:

Jordan Contractors, Inc.
BY *Jimmy N. Jordan*
TITLE Jimmy N. Jordan - President

(SEAL)

ATTEST: *Wendy Hollen*

SURETY:

The Ohio Casualty Insurance Company
BY *Wendy Hollen*
NAME Wendy Hollen - Attorney-in-Fact
(Typed)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5818017

American Fire and Casualty Company
The Ohio Casualty Insurance Company

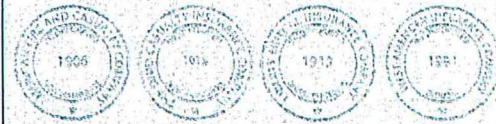
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Larry D. Bixler; Cody McNeill; Wendy Hollen; W. M. McNeill; Mike Shannon; Beverly Herring; Lisa Sherman; Glenda L. Stark; Todd Triplett

all of the city of Oklahoma City, state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

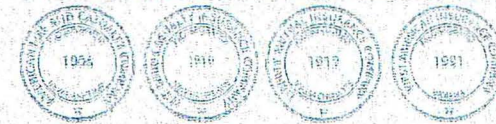
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES CERTIFICATE NUMBER: 2012 - GL/BA/WC/UMB REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		CBP8463429	7/1/2012	7/1/2013	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BA8464229	7/1/2012	7/1/2013	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					Uninsured motorist combined \$ 1,000,000
	<input type="checkbox"/> NON-OWNED AUTOS					\$
B	UMBRELLA LIAB					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB		CU8464829	7/1/2012	7/1/2013	AGGREGATE \$ 1,000,000
	<input type="checkbox"/> OCCUR					\$
	<input checked="" type="checkbox"/> CLAIMS-MADE					\$
	DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> MC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	7/1/2012	7/1/2013	OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Shawnee Mission Plaza Section 8 in the vicinity of Kickapoo Street & Plaza Drive Sanitary Sewer, Paving & Drainage improvements for Chick-Fil-A Site.
 The certificate holder is an additional insured (22-132) with a waiver of subrogation (CG2024) where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Shawnee PO Box 1448 Shawnee, OK 74802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Mike McNeill/BM

Regular Board of Commissioners

12. a.

Meeting Date: 04/07/2014

Pool (Open)

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Woodland Park Pool Improvements (Open)

Attachments

Notice to Bidders

Bidders List

**SECTION 00050
INVITATION TO BID**

FROM:

1.01 The Owner (hereinafter referred to as Owner):

City of Shawnee: 16 W. 9th St., Shawnee, Oklahoma 74801-6812

1.02 And the Engineer (hereinafter referred to as Engineer):

Water's Edge Aquatic Design, LLC: 11205 W. 79th St., Lenexa, Kansas 66214

1.03 DATE: MARCH 4, 2014

1.04 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to Owner for construction of a facility located at the above address. See INSTRUCTION TO BIDDERS for more detailed information.
- B. Each bid shall be filed in a sealed envelope, and **delivered to the City Clerk, City of Shawnee, 16 W. 9th St., Shawnee, before 4:00 pm local time of the 7th day of April, 2014.** On the front of each envelope shall be written the following words to the left of the address: **BID - Woodland Park Pool Improvements**
- C. The original bid shall be filed with the City Clerk of the City of Shawnee, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.
- D. Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9th Street Shawnee, Oklahoma, at 6:30 p.m., Monday, April 7, 2014.
- E. The City of Shawnee reserves the right to reject any or all bids.
- F. The Project consists of the Construction of a new outdoor aquatic center, consisting of three swimming pools- including a diving basin, a lap pool, and a shallow recreation pool. Water features include an open flume waterslide, one-meter springboard diving, water spray features, and other related items. Building structures include renovation of a 5,000 sq. ft. bathhouse. Site work includes walks, fencing, concrete deck, and other site related work. Project
- G. **Bid Documents are available through Reidprographics of Oklahoma City, Oklahoma at www.reidprographics.com or by telephone at 405-848-7274, for a non-refundable plan fee. Plans can also be obtained electronically on a CD or downloaded.**
- H. Bidders will be required to provide Bid security in the form of a Bid Bond of a sum no less than 5 percent of the Bid Amount.
- I. Refer to other bidding requirements described in Document 00100 - Instructions to Bidders and Document 00300 - Information Available to Bidders.
- J. Submit your offer on the Bid Form provided. Your offer will be required to be submitted under a condition of irrevocability for a period of 45 days after submission.

1.05 SIGNATURE

For: City of Shawnee, A Municipal Corporation

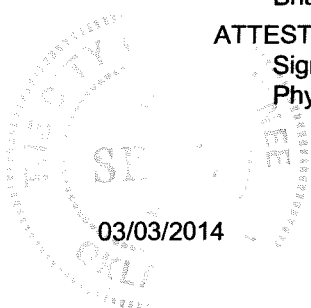
By:

Signed: 
Brian E. McDougal, City Manager

ATTEST By:

Signed: 
Phyllis Loftis, CMC, City Clerk

END OF BID SOLICITATION



03/03/2014


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[Job Details](#) [View Plans](#) [View Specs](#) [View Addenda](#) **Plan Holders**

Woodland Park

Click on a row heading to sort.

 [Print](#)

Date/Status ^	Company	Contact
 03/28/14 12:57 pm	Rethford Electric 45801 Hardesty Road Shawnee, OK 74801	Josh Rethford Tel: 4052738893 Fax:
 03/24/14 10:26 am	Mega Prime Contractors, Inc. 8101 Valcasi Drive, Suite 101 Arlington, TX 76001	Myron Freund Tel: 817-572-9467 Fax: 817-572-9468
 03/19/14 10:35 am	Whitewater West Industries, Inc. 730 W. Hampden Ave. Suite 303 Englewood, CO 80110	Jacob Heuss Tel: 303-974-2562 Fax: 303-974-2561
 03/18/14 12:16 pm	W.L. McNatt Construction Co. 217 E. Sheridan Oklahoma City, OK 73104	Jason Masterson Tel: 232-7245 Fax:
 03/17/14 1:41 pm	iSqFt 4500 Lake Forest Drive Suite 502 Blue Ash, OH 45242	Melissa Boggs Tel: 800-364-2059 Fax: 866-570-8187
 03/17/14 10:12 am	ePlan 3806 Buttonwood Drive Suite 106 Columbia, MO 65201	Drew Carrington Tel: 573-447-7130 Fax: 573-355-5404
 03/13/14 2:53 pm Pending	Whitewater West Industries, Inc. 730 W. Hampden Ave. Suite 303 Englewood, CO 80110	Jacob Heuss Tel: 303-974-2562 Fax: 303-974-2561
 03/13/14 7:21 am	Reed Construction Data 30 Technology Pkwy S, Ste 100 Norcross, GA 30092	Surajit Paul Tel: 800-424-3996 Fax: 800-467-2860
 03/12/14 4:15 pm	Atlantis Aquatic Group 7700 Hwy 71 west suite 160 Austin, TX 78735	Terry Smith Tel: 210-422-2257 Fax: 210-579-7308
 03/11/14 1:20 pm	Crossland Construction Company, Inc. 833 S. East Ave PO Box 45 Columbus, KS 66725	Tamara Mann Tel: 620-429-1414 Fax: 620-429-1412
 03/11/14 1:06 pm	Swimming Pool Supply Co 3850 Se Capitol Circle Grimes, IA 50111	Steve Craig Tel: 515-986-3931 Fax: 515-986-3805
 03/10/14 3:23 pm	McGraw-hill	Kathy Marshall Tel: 912-351-4504 Fax: 877-836-5711
 03/10/14 12:50 pm	Knorr Systems 430 Sunbelt Drive Addison, TX 75001	Todd Smith Tel: 972-965-3759 Fax:
 03/10/14 12:27 pm Pending	W.L. McNatt Construction Co. 217 E. Sheridan Oklahoma City, OK 73104	Jason Masterson Tel: 232-7245 Fax:
 03/10/14 11:06 am	Branco Enterprises, inc. 12033 E. Hwy 86 Neosho, MO 64850	Patrick Capron Tel: 417-451-5250 Fax: 417-451-2851
 03/10/14 9:38 am	Mirage Industrial Group, LLC. 8965 FM 1593 Lolita, TX 77971	Eric Neal Tel: 361-874-4500 Fax:
 03/10/14 8:57 am	Carrothers Construction Co LLC 401 W. Wea Paola, KS 66071	Cherie Worden Tel: 913-294-8155 Fax: 913-294-2211
 03/10/14 8:35 am	Fenix Constructors, Inc. P.O. Box 2480 Ardmore, OK 73402	Dietrich Rushing Tel: 580-223-4113 Fax: 580-223-4315

 03/07/14 3:44 pm	Prosser Wilbert Construction, Inc. 13730 W. 108th St. Lenexa, KS 66215	Sheryl Slemensky Tel: 913-906-0104 Fax: 913-906-9575
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Regular Board of Commissioners

12. b.

Meeting Date: 04/07/2014

Sidewalk and Ramps (Open)

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Sidewalk/ADA Handicap Ramps Project COS-PW-13-01 (Open)

Attachments

Notice to Bidders

Bidders List

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., **Monday, April 7, 2014**, for:

BID: CONTRACT NO. COS-PW-13-01
SIDEWALK/ADA HANDICAP RAMPS PROJECT (VARIOUS LOCATIONS)

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, March 26, 2014, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.**

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

BID: CONTRACT NO. COS-PW-13-01
SIDEWALK/ADA HANDICAP RAMPS PROJECT
(VARIOUS LOCATIONS)
April 7, 2014

This project shall include **construction of newly installed ADA handicap accessible ramps and removal of existing sidewalk in various locations.** BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

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

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., **Monday, April 7, 2014.** The City of Shawnee reserves the right to reject any and all bids.



(SEAL)
ATTEST
Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 
Brian E. McDougal, City Manager

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-13-01
FY 13-14 SIDEWALK/ADA HANDICAP RAMPS PROJECT
(VARIOUS LOCATIONS)

Business Name: Continental Construction
Contact: Mike Young
Address: 10900 Hefner Pointe Dr. Suite 202
OKC, OK 73120
Telephone (405)286-5588 ext 105 or ext 102
Fax: (405)286-5589
Cell: (405)833-6992
E-Mail: BIDROOM@MLYOUNG.COM
Paid for & Picked Up Specs: credit card by phone 3/4/14 mailed

Business Name: R.D. Sumner, Inc
Contact: Rick Sumner
Address: 4161 N. Gregory Rd
El Reno, Ok 73036
Telephone: _____
Fax: _____
Cell: (405)833-8837
E-Mail: rdsnmr@yahoo.com
Paid for & Picked Up Specs: ck #2465 pd 3/6/14 mailed

Business Name: Eagle Vision Construction, LLC
Contact: Bryan Little
Address: PO Box 1225
Shawnee, Ok 74802
Telephone: (405) 202-0461
Fax: _____
Cell: _____
E-Mail: mitchwgregory@gmail.com
Paid for & Picked Up Specs: ck #1707 3/10/14

Business Name: Tri-City Seal
Contact: Jayson Dedmon or Jay Jones
Address: Po Box 775
Tuttle, Ok 73089
Telephone: 405-863-8039
Fax: _____
Cell: 405-863-8039
E-Mail: jaymjones1979@gmail.com
Paid for & Picked Up Specs: ck#8999 3/19/14

Business Name: Rudy Construction
Contact: Phil Pratt
Address: PO Box 14575
Okc, Ok 73113
Telephone: 405-478-9900
Fax: 405-478-9901
Cell: _____
E-Mail: ppratt@rudyconstruction.com
Paid for & Picked Up Specs: ck #56505 3/26/14

Regular Board of Commissioners

15.

Meeting Date: 04/07/2014

Executive Session

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider an Executive Session for discussion of matters relating to sales tax enforcement. The City Attorney recommends an executive session as authorized by 25 O.S. §307(B)(4)

RECESS CITY COMMISSION MEETING TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY

RECONVENE

Regular Board of Commissioners

16.

Meeting Date: 04/07/2014

Executive Session matters discussed

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding matters relating to sales tax enforcement action. The City Attorney recommended an executive session as authorized by 25 O.S. §307(B)(4)
