

AGENDA
BOARD OF CITY COMMISSIONERS
January 20, 2015 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider approval of Consent Agenda:
 - a. Minutes from the January 5, 2015 regular meeting
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for December 2014
 - Project Payment Report for December 2014
 - Shawnee Urban Renewal Authority Minutes from the November 4, 2014 meeting
 - Shawnee Beautification Committee Minutes from the September 11, 2015 meeting
 - c. Authorize staff to agree to order allowing Shawnee Milling Company to vacate a portion of Broadway Street.
 - d. Approve Change Order for Dispatch Center City of Shawnee
 - e. Approve staffing agreement with Express Personnel Services for Maintenance 1 new-hires at the Expo Center.
 - f. Acknowledge Preliminary Fiscal Year 2015-2016 Budget Schedule
 - g. Budget amendment – Capital Fund 302 to 301
To Complete Pool Parking Lot
3. Commissioners Comments
4. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
5. Public hearing for discussion, consideration and possible action regarding an ordinance to approve the detachment petition filed by the Citizen Potawatomi Nation to detach all Citizen Potawatomi Nation lands located south of the North Canadian River from the City of Shawnee.

6. Acknowledge Sales Tax Report received January 2015.
7. Consider Bids:
 - a. Proposals for City Manager Executive Search Firm CM-001-2015 (Award)
 - b. Shawnee Pool Parking Project COS-PW-14-01 (Award)
8. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
9. 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: 01/20/2015

CC Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the January 5, 2015 regular meeting

Attachments

CC Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JANUARY 5, 2015 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, January 5, 2015 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

Gary Vogel
Commissioner Ward 1

Linda Agee
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Keith Hall
Commissioner Ward 4

Lesa Shaw
Commissioner Ward 5

Absent
Commissioner Ward 6

ABSENT: Micheal Dykstra

INVOCATION

Rev. Leroy Kerbo

FLAG SALUTE

Led by Commissioner Hall

AGENDA ITEM NO. 1:

Consider approval of Agenda.

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

AYE: Hall, Shaw, Vogel, Agee, Harrod, Mainord

NAY: None

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the Instant Meeting with the opening and consideration of bids/proposals as set forth in Agenda Item No. 8.

- b. Minutes from the December 15, 2014 regular meeting
- c. Acknowledge the following reports:
 - License Payment Report for November 2014
 - Project Payment Report for November 2014

A motion was made by Vice Mayor Harrod, seconded by Commissioner Vogel, to approve the Consent Agenda Item Nos. 2(a-c). Motion carried 6-0.

AYE: Harrod, Vogel, Agee, Mainord, Hall, Shaw

NAY: None

AGENDA ITEM NO. 3: Commissioners Comments

The Mayor asked the Commissioners if they would prefer to have one all-day session or two half day sessions for the planning retreat in January. It was the consensus of the board to have one all-day session on January 23, 2015.

Vice Mayor Harrod stated that he appreciated all of out-going City Manager Brian McDougal's work and all that he has done while the City Manager at the City of Shawnee.

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

Don Forshee stated that he appreciated out-going City Manager Brian McDougal and all that he has done for the City. He stated there has been a lot of progress under his leadership. He also commended the board for having Justin Erickson sit in as Interim City Manager.

AGENDA ITEM NO. 5 Presentation of Citation of Appreciation to
City Manager Brian McDougal.

Brian McDougal was present to accept the Citation of presented by the Mayor.

AGENDA ITEM NO. 6 Discussion, consideration and possible
action on Timothy Thomas' appeal of an

Administrative Order requiring the demolition of the residential structure located at 645 N Broadway. (Deferred from December 15, 2014 City Commission Meeting.)

Justin Erickson provided a staff report. It is staff's recommendation to deny appeal.

Timothy Thomas was present and requested more time. The board asked questions regarding his plans for improvement of the property. He stated he does not have clear title on the property.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to deny the appeal of the Administrative Order. Motion carried 6-0.

AYE: Harrod, Agee, Mainord, Hall, Shaw, Vogel

NAY: None

AGENDA ITEM NO. 7:

Consider a resolution of support indicating favorable consideration for a tax credit award to Zimmerman Properties, LLC to construct a new 48-unit Senior multi-family housing development known as Shawnee Estates approximately ¼ mile East of N. Harrison on Transportation Parkway.

Justin Erickson, Interim City Manager, gave a staff report on both Agenda Item Nos. 7 and 8. Staff has no objection to the resolutions.

Ben Mitchell with Zimmerman Properties, LLC spoke in favor of both resolutions. He stated that when applying for the tax credits, it is better that the applicant has a resolution of support from the municipality.

Resolution No. 6488 was introduced.

A RESOLUTION SUPPORTING THE CONSTRUCTION OF A NEW 48-UNIT SENIOR MULTI-FAMILY HOUSING DEVELOPMENT KNOWN AS SHAWNEE ESTATES DEVELOPMENT BY ZIMMERMAN PROPERTIES, LLC LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA; AND SUPPORTING FAVORABLE CONSIDERATION BE GIVEN FOR TAX CREDIT AWARD FOR THIS DEVELOPMENT.

A motion was made by Commissioner Hall, seconded by Commissioner Agee, to approve a resolution of support indicating favorable consideration for a

tax credit award to Zimmerman Properties, LLC to construct a new 48-unit Senior multi-family housing development known as Shawnee Estates approximately ¼ mile East of N. Harrison on Transportation Parkway. Motion carried 6-0.

AYE: Hall, Agee, Harrod, Mainord, Shaw, Vogel

NAY: None

AGENDA ITEM NO. 8:

Consider a resolution of support indicating favorable consideration for a tax credit award to Zimmerman Properties, LLC to construct a new 60-unit Family multi-family housing development known as Shawnee Park Apartments approximately ¼ mile East of N. Harrison on Transportation Parkway.

Resolution No. 6489 was introduced.

A RESOLUTION SUPPORTING THE CONSTRUCTION OF A NEW 60-UNIT FAMILY MULTI-FAMILY HOUSING DEVELOPMENT KNOWN AS SHAWNEE PARK APARTMENTS DEVELOPMENT BY ZIMMERMAN PROPERTIES, LLC LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA; AND SUPPORTING FAVORABLE CONSIDERATION BE GIVEN FOR TAX CREDIT AWARD FOR THIS DEVELOPMENT.

A motion was made by Commissioner Agee, seconded by Commissioner Shaw, to approve a resolution of support indicating favorable consideration for a tax credit award to Zimmerman Properties, LLC to construct a new 60-unit Family multi-family housing development known as Shawnee Park Apartments approximately ¼ mile East of N. Harrison on Transportation Parkway. Motion carried 6-0.

AYE: Agee, Shaw, Vogel, Harrod, Mainord, Hall

NAY: None

AGENDA ITEM NO. 9:

Consider Bids/Proposals:

- a. Proposals for Snow and Ice Removal Assistance (Award)

			Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost per hour to Pre-Position in City's Public Works Service Center Prior to Storm
	Equipment and Operators	Number of Operator and Equipment Units Available	8am to 5 pm Monday through Friday	5pm to 8am Monday through Friday	Saturdays And Sundays	Holidays	
Vendor	Truck with 8 foot snow plow salt spreader, and Operator						
Haskell Lemon Construction Company Oklahoma City, OK		0	No Quote	No Quote	No Quote	No Quote	No Quote
Silver Star Construction Company Moore, OK		5 Possible	\$ 144 When Available	\$161 When Available	\$178 When Available	\$200 When Available	No Quote

			Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost per hour to Pre-Position in City's Public Works Service Center Prior to Storm
	Equipment and Operators	Number of Operator and Equipment Units Available	8am to 5 pm Monday through Friday	5pm to 8am Monday through Friday	Saturdays And Sundays	Holidays	
Vendor	Road Grader						
Haskell Lemon Construction Company Oklahoma City, OK		2	\$300	\$400	\$400	\$500	\$150
Silver Star Construction Company Moore, OK		10 Possible	\$146.50 When Available	\$168.00 When Available	\$190.00 When Available	\$200.00 When Available	\$300 Per Unit When Available

			Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost per hour to Pre-Position in City's Public Works Service Center Prior to Storm
	Equipment and Operators	Number of Operator and Equipment Units Available	8am to 5 pm Monday through Friday	5pm to 8am Monday through Friday	Saturdays And Sundays	Holidays	
Vendor	Front End Loader						
Haskell Lemon Construction Company Oklahoma City, OK		2	\$300	\$400	\$400	\$500	\$150
Silver Star Construction Company Moore, OK		6 Possible	\$107 When Available	\$120 When Available	\$133 When Available	\$145 When Available	\$300 per unit When Available

Emergency Management Director Don Lynch announced that two bids were received and after review and consideration it was staff's recommendation to award the bid to both Haskell Lemon Construction Company of Oklahoma City, Oklahoma and Silver Star Construction Company of Moore, Oklahoma to ensure availability of assistance and in the amount listed below:

			Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost per hour to Pre-Position in City's Public Works Service Center Prior to Storm
	Equipment and Operators	Number of Operator and Equipment Units Available	8am to 5 pm Monday through Friday	5pm to 8am Monday through Friday	Saturdays And Sundays	Holidays	
Vendor	Truck with 8 foot snow plow salt spreader, and Operator						
Haskell Lemon Construction Company Oklahoma City, OK		0	No Quote	No Quote	No Quote	No Quote	No Quote
Silver Star Construction Company Moore, OK		5 Possible	\$ 144 When Available	\$161 When Available	\$178 When Available	\$200 When Available	No Quote

			Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost per hour to Pre-Position in City's Public Works Service Center Prior to Storm
	Equipment and Operators	Number of Operator and Equipment Units Available	8am to 5 pm Monday through Friday	5pm to 8am Monday through Friday	Saturdays And Sundays	Holidays	
Vendor	Road Grader						
Haskell Lemon Construction Company Oklahoma City, OK		2	\$300	\$400	\$400	\$500	\$150
Silver Star Construction Company Moore, OK		10 Possible	\$146.50 When Available	\$168.00 When Available	\$190.00 When Available	\$200.00 When Available	\$300 Per Unit When Available

			Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost per hour to Pre-Position in City's Public Works Service Center Prior to Storm
	Equipment and Operators	Number of Operator and Equipment Units Available	8am to 5 pm Monday through Friday	5pm to 8am Monday through Friday	Saturdays And Sundays	Holidays	
Vendor	Front End Loader						
Haskell Lemon Construction Company Oklahoma City, OK		2	\$300	\$400	\$400	\$500	\$150
Silver Star Construction Company Moore, OK		6 Possible	\$107 When Available	\$120 When Available	\$133 When Available	\$145 When Available	\$300 per unit When Available

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to accept staff's recommendation and award the bid to both Haskell Lemon Construction Company and Silver Star Construction Company in the total amount listed below:

			Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost per hour to Pre-Position in City's Public Works Service Center Prior to Storm
	Equipment and Operators	Number of Operator and Equipment Units Available	8am to 5 pm Monday through Friday	5pm to 8am Monday through Friday	Saturdays And Sundays	Holidays	
Vendor	Truck with 8 foot snow plow salt spreader, and Operator						
Haskell Lemon Construction Company Oklahoma City, OK		0	No Quote	No Quote	No Quote	No Quote	No Quote
Silver Star Construction Company Moore, OK		5 Possible	\$ 144 When Available	\$161 When Available	\$178 When Available	\$200 When Available	No Quote

			Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost per hour to Pre-Position in City's Public Works Service Center Prior to Storm
	Equipment and Operators	Number of Operator and Equipment Units Available	8am to 5 pm Monday through Friday	5pm to 8am Monday through Friday	Saturdays And Sundays	Holidays	
Vendor	Road Grader						
Haskell Lemon Construction Company Oklahoma City, OK		2	\$300	\$400	\$400	\$500	\$150
Silver Star Construction Company Moore, OK		10 Possible	\$146.50 When Available	\$168.00 When Available	\$190.00 When Available	\$200.00 When Available	\$300 Per Unit When Available

			Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost to operate per hour including labor, maintenance, fuel, tires, etc.	Total Cost per hour to Pre-Position in City's Public Works Service Center Prior to Storm
	Equipment and Operators	Number of Operator and Equipment Units Available	8am to 5 pm Monday through Friday	5pm to 8am Monday through Friday	Saturdays And Sundays	Holidays	
Vendor	Front End Loader						
Haskell Lemon Construction Company Oklahoma City, OK		2	\$300	\$400	\$400	\$500	\$150
Silver Star Construction Company Moore, OK		6 Possible	\$107 When Available	\$120 When Available	\$133 When Available	\$145 When Available	\$300 per unit When Available

Motion carried -0.

AYE: Harrod, Hall, Shaw, Vogel, Agee, Mainord

NAY: None

b. Proposals for City Manager Executive Search Firm CM-001-2015
(Open)

PROPOSERS

AMOUNT

The Pace Group
Tupelo, MS

\$35,000 + Expenses

Strategic Government Resources Keller, TX	\$27,000 + Expenses
Colin Baenziger & Associates Daytona Beach Shores, FL	\$23,000
The Mercer Group Santa Fe, NM	\$16,500 + Expenses
Affion Public Executive Search Camp Hill, PA	\$25,000

Human Resources Director Tammy Johnson read the proposals into the record and requested to defer to the City Manager Search Committee for review and check references.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to defer the proposal award and to send the information received to the Commission and the City Manager Search Committee. Motion carried 6-0.

AYE: Harrod, Hall, Shaw, Vogel, Agee, Mainord
NAY: None

c. Shawnee Pool Parking Project COS-PW-14-01 (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
CGC Edmond, OK	\$369,305.25
Branco Enterprises, Inc. Neosho, MO	\$464,730.00
JLT Contracting, LLC Cushing, OK	\$425,045.10

Assistant City Engineer Michael Ludi read the bids into the record and requested that the bid award be deferred to the next meeting to allow staff to review and check references.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Vogel, to defer the bid award to the January 20, 2015 City Commission meeting. Motion carried 6-0.

AYE: Harrod, Vogel, Agee, Mainord, Hall, Shaw

NAY: None

AGENDA ITEM NO. 10:

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.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (7:31 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (7:33 P.M.)

AGENDA ITEM NO. 11:

Consider an Executive Session to discuss potential claims, litigation or other options regarding Case No. CV-2014-6, Pottawatomie County, City of Shawnee v. International Union of Police Associations, Local No. 3 and Jon Arnett, as authorized by 25 O.S. §307(B)(4).

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to enter into Executive Session to discuss potential claims, litigation or other options regarding Case No. CV-2014-6, Pottawatomie County, City of Shawnee v. International Union of Police Associations, Local No. 3 and Jon Arnett, as authorized by 25 O.S. §307(B)(4). Motion carried 6-0.

AYE: Harrod, Hall, Shaw, Vogel, Agee, Mainord

NAY: None

COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT 7:33 P.M. WITH ALL MEMBERS PRESENT.

COMMISSIONERS RECONVENED FROM EXECUTIVE SESSION AT 8:19 P.M. WITH ALL MEMBERS PRESENT.

AGENDA ITEM NO. 12:

Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding Case No. CV-2014-6, Pottawatomie County, City of Shawnee v. International Union of Police Associations, Local No. 3 and Jon Arnett, as authorized by 25 O.S. §307(B)(4).

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to authorize legal counsel to file an appeal from the Order of the District Court of Pottawatomie County in the matter of City of Shawnee v. International Union of Police Associations, Local No. 3 and Jon Arnett. Motion carried 4-2.

AYE: Harrod, Hall, Vogel, Mainord

NAY: Shaw, Agee

AGENDA ITEM NO. 13:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:21 p.m.)

WES MAINORD, MAYOR

ATTEST:

LISA LASYONE, DEPUTY CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 01/20/2015

Acknowledge Minutes & Reports

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for December 2014
- Project Payment Report for December 2014
- Shawnee Urban Renewal Authority Minutes from the November 4, 2014 meeting
- Shawnee Beautification Committee Minutes from the September 11, 2015 meeting

Attachments

[License Pymt Rpt](#)

[Project Pymt Rpt](#)

[SURA Minutes](#)

[Beautification Minutes](#)

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION	FEE	PAYMENT DISTRIBUTION			TOTAL PAID
			PENALTY	TAX	INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	3	75.00CR			75.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	23	345.00CR			345.00
AMB	AMBULANCE LICENSE FEE	1	25.00CR			25.00
BOATREG	BOAT REGULAR PERMIT	14	364.00CR			364.00
BOWL	BOWLING LANE	1	50.00CR			50.00
DEMOL	DEMOLITION LICENSE FEE	4	300.00CR			300.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	3	300.00CR			300.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	6	450.00CR			450.00
EXT	EXTERMINATOR LICENSE FEE	8	200.00CR			200.00
FISHANNUAL	FISHING ANNUAL FEE	6	90.00CR			90.00
HUNT1	DOVES/QUAIL/SQUIIREL/RABBIT	2	16.00CR			16.00
HUNT2	MIGRATORY FOWL	8	64.00CR			64.00
IMERC	ITINERANT MERCHANT FEE	2	100.00CR			100.00
LAKE-IN	LAKE LEASE CITY RESIDENT	2	1,098.00CR			1,098.00
LAKELEASE	LAKE LEASE	10	6,242.00CR			6,242.00
MECH1	MECHANICAL CONTRACTOR INTIAL	3	300.00CR			300.00
MECH2	MECHANICAL CONTRACTOR RENEW	6	500.00CR			500.00
MIXER	MIXED BEVERAGE RENEWAL	1	900.00CR			900.00
PAWN	PAWN BROKERS LICENSE FEE	4	100.00CR			100.00
PLUM1	PLUMBING CONTRACTOR INITIAL	1	100.00CR			100.00
PLUM2	PLUMBING CONTRACTOR RENEW	5	400.00CR			400.00
RESAL	RESIDENTIAL SALE	7	70.00CR			70.00
SALVG	SALVAGE OPERATOR LICENSE FEE	1	25.00CR			25.00
SIGN	SIGN HANGERS LICENSE FEE	7	525.00CR			525.00
STORM	STORM CELLAR LICENSE FEE	12	900.00CR			900.00
TAXIBR	VEHICLE FOR HIRE RENEWAL	1	50.00CR			50.00
TAXIDR	TAXI DRIVER RENEAL FEE	2	50.00CR			50.00
TREE	TREE TRIMMING LICENSE FEE	3	75.00CR			75.00
TOTAL			13,714.00CR			13,714.00

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	284.00CR
001-4202	BUILDING PERMITS	4,919.68CR
001-4203	PLUMBING PERMITS	700.00CR
001-4204	ELECTRICAL PERMITS	160.00CR
001-4205	ZONING PERMITS & APPLICATIONS	280.00CR
001-4206	HEATING & A/C PERMITS	1,410.00CR
001-4249	OTHER PERMITS	450.00CR
001-4822	OTHER MISC. REVENUE	35.50CR
501-4510	WATER TAPS	300.00CR
799-1023	BANCFIRST GENERAL	8,539.18

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	1,260.45CR
B2-ADD	BUILDING CONSTRUCTION ADD	354.50CR
B3-REMODEL	BUILDING CONSTRUCTION REM	3,401.73CR
B4-SHELTER	BUILDING SHELTER	206.50CR
B4-STORAGE	BUILDING STORAGE SHED	291.00CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	191.50CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,495.50CR
P3-REMODEL	PLUMBING REMODEL	588.00CR
P5-SEPTIC	SEPTIC PERMIT	20.00CR
X-DEMO	DEMOLITION PERMIT	50.00CR
X-SIGN	SIGN PERMIT	200.00CR
Z-OCCUP	OCCUPANCY PERMIT	200.00CR
Z-REZONING	REZONING REQUEST	280.00CR
TOTAL		8,539.18CR

SHAWNEE URBAN RENEWAL AUTHORITY

MINUTES OF NOVEMBER 4, 2014

The Board of Commissioners of the *Shawnee Urban Renewal Authority* met for a regular meeting Tuesday, November 4, 2014 at 9:00 a.m. in the 4th Floor Conference Room, Masonic Building, 23 E. 9th, Room 440, Shawnee, Oklahoma.

Chairman Stephen Rice called the meeting to order at 9:05 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

	Chairman	Stephen Rice
	Commissioner	Ron Henderson
	Commissioner	Wayne Jackson
Absent:	Commissioner	Tiffany Barrett
	Commissioner	Monte Cockings

Also present:

Justin Erickson, Program Director
Karen Drain, Secretary, SURA
Elaine Shrum, Administrative Specialist, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of September 9, 2014 was made by **Commissioner Henderson** seconded by **Commissioner Jackson**. Motion carried with no abstentions.

VOTING YES:	Rice, Henderson and Jackson
VOTING NO:	None

AGENDA ITEM NO. 4
APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 34,432.78 was made by **Commissioner Henderson**, seconded by **Commissioner Jackson**. Motion carried with no abstentions.

VOTING YES: Rice, Henderson and Jackson
VOTING NO: None

AGENDA ITEM NO. 5
REQUEST FOR APPROVAL:

Schedule of 2015 Regular Meetings

A motion to approve Schedule of 2015 meetings was made by **Commissioner Henderson** seconded by **Commissioner Jackson** Motion carried with no abstentions.

VOTING YES: Henderson and Jackson
VOTING NO: Rice

AGENDA ITEM NO. 6
REQUEST FOR ASSISTANCE:

Elaine Shrum. Administrative Specialist reported on the following requests for assistance:

a) Emergency Assistance: Carolyn Stott, 424 N. Tucker

Ms. Stott is 53 years old and income qualified. She has owned her home for 10 years. She needs a new roof.

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

VOTING YES: Rice, Henderson and Jackson
VOTING NO: None

b) Home Repair: Shawn & Jessica Brinton, 1206 Carol Dr.

Mr & Ms. Brinton are 35 and 28 years old respectively and are income qualified. They have owned their home for 4 years. They need a new roof.

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

VOTING YES: Rice, Henderson and Jackson
VOTING NO: None

c) Emergency Assistance: Quinton Carr, 813 S. Philadelphia

Mr. Carr is 52 years old and income qualified. He has owned his home for 3 years. He needs a new roof.

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

VOTING YES: Rice, Henderson and Jackson
VOTING NO: None

AGENDA ITEM NO. 8
UPDATE ON INHOUSE BID OPENING:

Elaine Shrum, Administrative Specialist reported on the following in-house bid opening:

a) Emergency Assistance: Carolyn Stott, 424 N. Tucker
6 Bids received:

LG Construction:	\$8,880.00
Statewide Roofing:	\$7,356.00
Precision Exteriors:	\$8,200.00
Patterson & Assoc.:	\$8,043.00
Kingworks, LLC:	\$10,245.00
OPES:	\$8,820.00

Awarded to: Statewide Roofing

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

There was no old business.

**AGENDA ITEM NO. 10
NEW BUSINESS:**

Justin Erickson, Program Director reported that HUD approved the Consolidated Annual Performance and Evaluation Report (CAPER), a report that was submitted to HUD last month. Also HUD will be monitoring here November 12th thru 14th.

Justin also reported that Mike Wolf will be retiring December 5, 2014.

**AGENDA ITEM NO. 11
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:25 a.m. was made by **Commissioner Henderson**, seconded by **Commissioner Jackson**. Motion carried with no abstentions.

VOTING YES: Rice Henderson and Jackson
VOTING NO: None


Secretary, Ron Henderson


Chairman, Stephen Rice

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
GARY VOGEL
LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHEAL DYKSTRA

Minutes
Shawnee Beautification Committee
SEPTEMBER 11, 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	Nancy Ford	<u> X </u>	<u> </u>
Member	Janet Turner	<u> X </u>	<u> </u>
Member	Linda Malley	<u> </u>	<u> X </u>
Member	Debi Renegar	<u> X </u>	<u> </u>
Member	Joe Harbeson	<u> X </u>	<u> </u>
City Staff	Whisper Peace	<u> X </u>	<u> </u>
City Staff	Justin Erickson	<u> </u>	<u> X </u>
City Staff	Geoff Garner	<u> X </u>	<u> </u>
City Staff	Justin Debruin	<u> X </u>	<u> </u>

-
- AGENDA NO 2** **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.
- AGENDA NO 3** **Approved Minutes for AUGUST 2014.** The minutes for AUGUST 2014 were approved with a motion made by Nancy Ford and 2nd by Joe Harbeson. The motion carried unanimously.
- AGENDA NO 4.** **Discussion on a Tree Giveaway on the 18th of October. (Robert Cash)** The tree giveaway will be held on October 18, 2014 at the Shawnee Airport and there will be 300 trees with a limit of 3 trees per person. The group mentioned using some the trees for replacement trees around Shawnee. Robert Cash requested that the advertisement for this be ran in the Shawnee News Star and on the City website.

AGENDA NO 5 **Discussion on a work day on Bell on September 13th. (Robert Cash)** Robert Cash informed the group that Tom Terry and some of the Master Gardeners will be meeting for a work day on the morning of September 13, 2014 on Bell street and that all Beautifications Committee members were invited to attend.

AGENDA NO 6 **Discussion on replacement of trees along Mall Drive, Interstate Parkway, and the walking trail on West MacArthur Street. (Robert Cash)** The group discussed the types of trees that would work for these areas and the best ways to maintain them. Geoff Garner discussed the plans for watering, and the parolee group and how they will help with taking care of the trees or possibly be able to handle other duties in the Parks Department so it could free up other Parks employees to be able to do more watering.

AGENDA NO 7 **Old Business.** No Old Business.

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

AGENDA NO 9 **Comments.** None

AGENDA NO 10 **Adjournment.** Committee adjourned at 5:05 pm

Robert Cash
Chairman, Robert Cash

1-8-15
Date

Regular Board of Commissioners

2. c.

Meeting Date: 01/20/2015

Broadway Closure

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

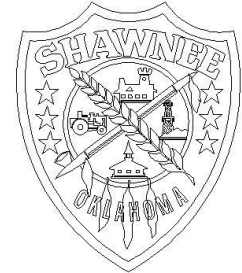
Authorize staff to agree to order allowing Shawnee Milling Company to vacate a portion of Broadway Street.

Attachments

Broadway Closure Memo

Broadway St Attach

City of Shawnee Memorandum



To: Mayor Wes Mainord and City Commissioners
CC:
From: Mary Ann Karns and Justin Erickson
Date: January 19, 2015
Re: Shawnee Milling v. City of Shawnee; street closure

On June 6, 2011, the Commission closed the 400 block of South Broadway. Shawnee Milling requested the action for safety reasons and to control access to their property. At the time the street was closed, Shawnee Milling agreed to make improvements to the area at a cost of approximately \$90,000. Those improvements have been completed.

A closing by the City does not keep the City from reopening the street at any time it chooses. Shawnee Milling is now seeking to vacate the street, which will permanently close it and prohibit the City from reopening it. This action was contemplated at the time of the street closing.

There are some utilities located in the right of way. The City will retain its easement for those lines. Should Shawnee Milling decide to add a structure to the area, it will relocate the utilities at its own expense.

Since there are alternative routes for traffic at this location, Shawnee Milling has provided compensation to the City, and there have been no issues in the three and a half years the street has been closed, staff recommends that the City agree to this closing, and that the City Attorney be authorized to enter a disclaimer of interest other than the easement.

Attached: memo from June 6, 2011

N:\Attorney\Litigation\1Active Lawsuits\Shawnee Milling v City of Shawnee\memoto commission.docx.doc



June 4, 2011 Agenda Item # 14

SHAWNEE MILLING COMPANY

GOOD MILLERS SINCE 1906

PHONE (405) 273-7000 • FAX (405) 273-7333 • P.O. Box 1567 • SHAWNEE, OK 74802-1567



November 29, 2010

Mr. John Krywicki, City Engineer
City Manager's Office
City of Shawnee
P. O. Box 1448
Shawnee, OK 74802-1448

Dear John:

Shawnee Milling Company is doing some long-range planning as we evaluate our needs for the future, and we want to share them with you. We want to inform you of these needs because we have always worked closely with our City officials. We appreciate the long standing support of the City with your utility services and police and fire protection. This cooperation has helped our Company provide good stable employment for over 200 families since 1906.

Our planning involves providing the construction of additions to our packaging and milling facilities on the west side of our plant as well as a warehousing expansion for both food and animal feed products on the south. Increased grain storage facilities will be added on the south of our present facilities.

All of these growth potentials will be on Shawnee Milling Company owned property with the exception being the necessity to close the 400 block of South Broadway Street to traffic.

At the present time, there are approximately 75 semi-trailer trucks per day that deliver raw materials to include whole grains and ingredients and also take away the finished products on both sides of our plant. This congestion, along with maintenance and production personnel traveling across the street, creates a real potential hazard for our personnel.

Many of our customers, as well as our food manufacturing plant, are involved in U.S. Government mandated safety and food security programs to protect the integrity of food manufactured in the United States. Without the closing of South Broadway Street it will be difficult to provide the infrastructure to comply with these regulations. Our customer base also would shrink dramatically because they would not purchase products that come from a plant that is not in compliance. The closing of Broadway Street for expansion and food security is very important for the future of Shawnee Milling Company and also affords us a better ability to secure the traffic coming and going through our operation.

Enclosed is a plot plan of the proposed long-range view of our facility, and we would welcome your comments and questions on this plan.

Shawnee Milling Company is 104 years old and provides good jobs and community support. We look forward to many, many more years of continued growth and support of the Shawnee area. Thank you for all of your consideration.

Sincerely yours,

SHAWNEE MILLING COMPANY

William L. Ford
President

WLF/mw
enclosure

12/1/10

Item: Consider Closing Broadway from 7th to Farrall

Shawnee Milling is requesting the closing of Broadway from 7th to Farrall in order for them to expand their production and plant operations, and to provide a secure food processing center as required by the U.S. Department of Homeland Security.

Thru traffic in this area has dramatically decreased over the last ten years, traffic counts taken at different dates are shown below:

6/16/1999 → 1,635 vehicles per day

10/01/2001 → 1,141 veh./day

4/16/2003 → 1,004 veh./day

5/18/2004 → 998 veh./day

1/7/2011 – 1/10/2011 → 460 veh./day {weekend}

1/12/2011 – 1/14/2011 → 714 veh./day {week days}

The recent traffic counts taken in January were at a point just south of 7th Street in order to not have "truck traffic" from plant included because we were attempting to get a representation of 'local' thru traffic. And taking into account that the Mill's employee parking areas are predominantly accessed along Broadway Street, it is assumed that actual local thru traffic numbers would be substantially less than the shown recorded amounts.



Mayor
LINDA PETERSON



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

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

BROADWAY CLOSING FROM 7th to FARRALL
{Bell/Beard Improvements}

BELL STREET (7th to Farrall)

Sidewalk 700 S.Y. @ \$58/sy	40,600	
Decorative Lights 9 @ \$2800/Ea.	25,200	
Asphalt Surfacing 825 Tons @ \$68/ton	56,100	
Milling 5,000 S.Y. @ \$3/sy	15,000	
Reinforcement Fabric 5,000 S.Y. @ \$1.50/sy	7,500	
Traffic Striping (Lump Sum)	8,500	
R.R. Crossing At-Grade (Lump Sum)	80,000	

Bell St. Prelim Est.	\$232,900	\$232,900

BEARD STREET (7th to Farrall)

Sidewalk 750 S.Y. @ \$58/sy	43,500	
Decorative Lights 18 @ \$2800/Ea.	50,400	

Beard Prelim Est.	\$93,900	\$93,900
		=====
Total Bell + Beard		\$326,800

Shawnee Mills has indicated they will provide the costs for the RR Crossing work and participate with the lighting for a contribution to the project of **\$92,000.**

John Krywicki

Subject: FW: POSSIBLE SPAM-Broadway Ave Closure Request

From: Joe Ford [mailto:jford@shawneemilling.com]
Sent: Friday, April 08, 2011 8:36 AM
To: 'Brian Mcdougal'
Subject: RE: POSSIBLE SPAM-Broadway Ave Closure Request

Brian,

The street repairs will be just over \$80,000 and I am estimating the lighting will be around \$12,000 which will include some new fixtures and installation labor.

Please email me back to let me know you received this

Thanks again,
Joe

Joe Ford
Sr. Vice President of Operations
Shawnee Milling Company
Office: 405.273.7000
Fax: 405.273.7333
Email: jford@shawneemilling.com

4/28/2011



LEGEND
 2' FOOT WIDE SIDEWALK

BEARD

BROADWAY

SEVENTH

BELL

OAKLAND

FOREST

MARKET

BEARD

BROADWAY

FOREST

BELL

FARRALL

PROPOSED
 BROADWAY
 CLOSING

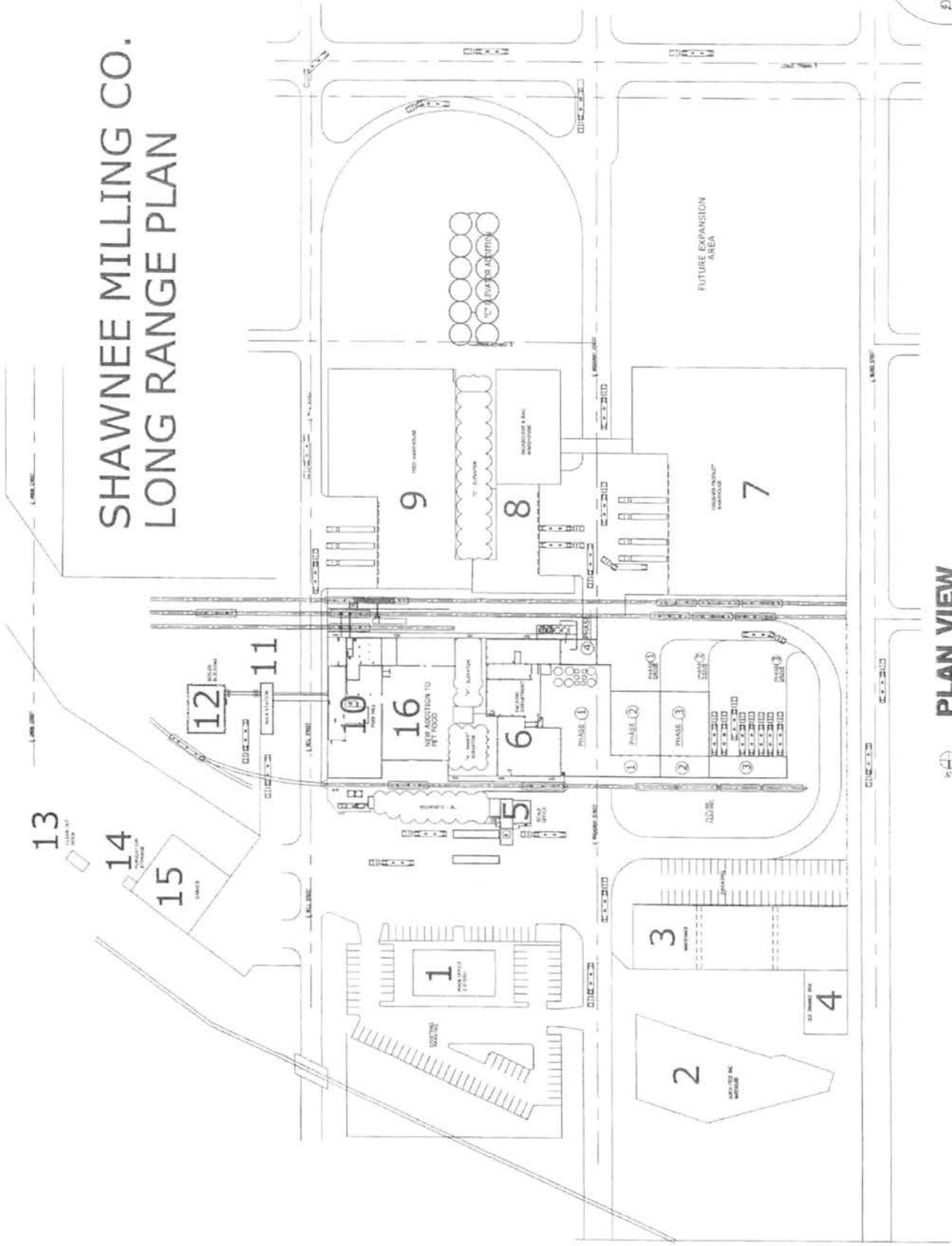
PROPOSED MILL AREA IMPROVEMENTS

DATE BY	DATE BY	DATE BY	DATE BY
BY	BY	BY	BY
BY	BY	BY	BY
BY	BY	BY	BY

CITY OF SHAWNEE
 PUBLIC WORKS DEPARTMENT
 SHAWNEE, OKLAHOMA

ORDER NO. 1000
 PROJECT NO. 1000
 SHEET NO. 1000

SHAWNEE MILLING CO. LONG RANGE PLAN



PLAN VIEW

THE PRICE GROUP ARCHITECTS SHAWNEE, OKLAHOMA

ORDINANCE NO. _____

AN ORDINANCE CLOSING TO PUBLIC USE A PORTION OF BROADWAY STREET IN THE CITY OF SHAWNEE, OKLAHOMA; SPECIFICALLY DESCRIBING SAID STREET; RESERVING THE RIGHT TO REOPEN SAID STREET; RESERVING UTILITIES; AND DECLARING AN EMERGENCY.

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

SECTION 1. That it is deemed necessary and expedient to close a portion of the street hereinafter described to public use.

SECTION 2. That the street is described as follows: A portion of Broadway Street located within the City of Shawnee, specifically beginning at the intersection of Broadway Street and Farrall Street, running north and ending at the intersection of Broadway and 7th Street, should and shall be closed by the City of Shawnee.

SECTION 3. That the City of Shawnee, Oklahoma, shall retain the absolute right to reopen said street without expense to the City.

SECTION 4. That the closing of said street shall not affect the right to maintain, repair, reconstruct, operate or remove utility, public service corporation, transmission company or the City of Shawnee facilities or services thereon, including water lines and sewer, nor shall such closing affect the private ways existing by operation of law, unless released in writing executed by the owners thereof.

SECTION 5. That for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, by reason whereof this ordinance shall be in full force and affect immediately from and after its passage an approval.

PASSED AND APPROVED this 6th day of June, 2011.

LINDA PETERSON, MAYOR

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

Regular Board of Commissioners

2. d.

Meeting Date: 01/20/2015

Dispatch Change Order

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Change Order for Dispatch Center City of Shawnee

Attachments

Dispatch Memo



Shawnee Police Department

Chief Russell Frantz

16 W 9th

Shawnee, Oklahoma 74801

Office (405) 878-1680 or 1681 *Fax (405) 878-1520

E-Mail: rfrantz@shawneeok.org



FROM : Russell Frantz
Chief of Police

TO : Justin Erickson, Interim City Manager
CC : Mayor and Commissioners

SUBJECT : Change Order Request on Dispatch Project 1413

DATE : 14 January 2015

Change Order Request to Dispatch Project 1413

Please consider approval of Change Order listed Order No. 1

The dispatch project is moving along at very good pace. Sagemill Construction has been on the job site every work day since the start of the project. During the demolition part of the project, some old fire sprinkler lines were discovered that are no longer in service and are not needed for this project. These lines need to be removed for better lighting and wiring space allocation. There is also some other old plumbing that needs to be removed and capped off.

We have been having weekly meetings with the contractor and various subcontractors on the project. In the discussions, we have found that it would be prudent to add some more data lines in the wiring part of the project for 911 and computer needs.

We anticipate at this time that there will also probably be at least one or two more change order requests in the future : possible adding additional grounding strips for Motorola radio requirements and moving over a nonsupport wall to expand the 911 server area for more servers and to add redundancy server for backup capability.

The current change order request adds \$1,625.72 to the original bid of \$218,000.00. That is a 1.007 % increase in the overall cost.

Thank you for consideration of this change order request.

Chief Frantz

CHANGE ORDER

ORDER NO. 1 (ONE)

DATE: 14 Jan 2015

AGREEMENT DATE: 14 Jan 2015

NAME OF PROJECT: Dispatch Center City of Shawnee, Project 1413 (TAP)

OWNER: Robyn and or Rance Miller

CONTRACTOR: Sagemill Construction 1208 Dawson Street, Meeker OK 74855

The following changes are hereby made to the CONTRACT DOCUMENTS:

SEE ATTACHED CHANGE ORDER REQUEST

Justification: Needed extra data drops for 911
Remove old plumbing and piping

Change to CONTRACT PRICE: \$ 1,625.72

Original CONTRACT PRICE: \$ 218,000.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ N/A

The CONTRACT PRICE Due to this CHANGE ORDER will be **(increased)**
(decreased) by: \$ 1,625.72

The new CONTRACT PRICE including this CHANGE ORDER will be
\$ 219,625.72

Change to CONTRACT TIME: N/A

The CONTRACT TIME will be (increased) (decreased) by 0 calendar days.

The date for completion of all work will be 1 May 2018 (Date).

CHANGE ORDER

Approvals Required:

Requested by: Chief Russell Frantz

Recommended by: Martin Benn, Sagemill Construction

Ordered by: _____

Accepted by: _____

Sagemill Construction
CONTRACTOR

OWNER

(Signed)

City Manager

Chief of Police

(SEAL)

ATTEST:

Phyllis Lofis, CMC, City Clerk

SAGEMILL CONSTRUCTION

INVOICE

1208 DAWSON STREET
MEEKER, OK 74855
SAGEMILL.NET

DATE: January 14, 2015
INVOICE #
FOR: Change Order #

Bill To: City Of Shawnee
16 West 9th Street
Shawnee, OK 74801

DESCRIPTION	AMOUNT
Vendor: Allegiance Electric	
Install (6) Data Drops to stub out above ceiling in Dispatch	715.58
	-
Sagemill constuction	
Overhead	71.56
Profit	107.33
TOTAL	\$ 894.47

Make all checks payable to Sagemill Constuction
If you have any questions concerning this invoice, contact Martin Benn, martin@sagemill.net, (405)314-9064

THANK YOU FOR YOUR BUSINESS!

SAGEMILL CONSTRUCTION

INVOICE

1208 DAWSON STREET
MEEKER, OK 74855
SAGEMILL.NET

DATE: January 14, 2015
INVOICE # ●
FOR: Change Order # ●

Bill To: City Of Shawnee
16 West 9th Street
Shawnee, OK 74801

DESCRIPTION	AMOUNT
Vendor: Geary Thompson Plumbing Description: Relocate HVAC drainage. Demo and cap water hook ups for laundry. Demo old fire supression piping to clear for IT & EMS.	-
Geary Thompson Plumbing	585.00
Sagemill constuction Overhead	58.50
Profit	87.75
TOTAL	\$ 731.25

Make all checks payable to Sagemill Constuction
If you have any questions concerning this invoice, contact Martin Benn, martin@sagemill.net, (405)314-9064

THANK YOU FOR YOUR BUSINESS!

Regular Board of Commissioners

2. e.

Meeting Date: 01/20/2015

Expo Express Staffing

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve staffing agreement with Express Personnel Services for Maintenance 1 new-hires at the Expo Center.

Attachments

Expo Memo

Expo Turnover

Express Proposed Rate

Expo Agreement

Expo New Acct Info



City of Shawnee
Human Resources Department

Tamera Johnson
Human Resources Director

16 West 9th Street
Shawnee, OK 74801
Office (405) 878-1626 *Fax (405) 878-1734
Email: TJohnson@Shawneeok.org

Date: January 14, 2014
To: Mayor and City Commissioners
From: Tamera Johnson, HR Director
RE: **Use of Express Personnel for Maintenance I New-Hires at the Expo Center**

Tamera Johnson
HR Director

Terry Cook
Mgr. Safety and Risk Management

Jennifer Dawson
HR Assistant

Nature of the Request:

Due to the unusually high turnover at the Expo Center from 2009 to present—a high of 98% in the current fiscal year thus far and a low of 48% in 2012-2013, we request to use an employment service to allow us to review competencies, skills, abilities and work habits before we hire the employee full time for the City.

Staff Analysis, Considerations:

We have reviewed two different staffing firms in the City of Shawnee. Freedom Personnel quoted a bill rate of \$17.20 and Express Personnel quoted a bill rate of \$16.60. The Expo center currently uses Express Personnel for times when they need additional staff—during the rodeo, etc.

Recommendation:

HR
We are HeRe for YOU!

We recommend using Express Personnel for hiring employees for at least the first 720 hours. If the associate has served 720 hours, we can hire them at that point and would not have to pay Express any additional money. If they do not work out, we can dismiss them and we would not be obligated to pay the remainder of the contract for that associate. Should we hire them before the 720 hours we would then be responsible to pay the remainder of the contract up to the 720 hours. We do not plan to do this but wait until they have fulfilled the 720 hours. By using Express we would not be responsible for taxes, workman's comp, health insurance or retirement until we hire them full time. Express performs quarterly random drug tests—should an associate tests positive, we will not retain them. The City of Shawnee will be involved in the interviewing of the associates and will be able to review the background checks and select the associate they want to use.

If an associate is extended a job offer for full-time employment with the City of Shawnee, they will still have to go through a pre-employment drug and physical and background checks as all of our new hires do.

Budget Consideration:

Technically there is no budget impact. The rollups for a full time employee with employee only medical equate to \$16.04 an hour, with family medical would be \$18.83 per hour. The City would also not be responsible for any workman's compensation or retirement during the time that the associate is working through express.

EXPO TURNOVER ANALYSIS
2009 THROUGH JANUARY 13, 2015

FISCAL YEAR	HIRES	TERMS	TRANSFERS	HIRING ADMIN COSTS	TERMINATION ADMIN COSTS	TRANSFER ADMIN COSTS	TOTAL ADMIN COSTS	TURNOVER RATE- EXPO	TURNOVER RATE COS
2009-2010	4	5	1	\$ 1,656.66	\$ 441.90	\$ 80.43	\$ 2,178.99	61%	14%
2010-2011	6	6	0	\$ 2,500.30	\$ 535.98	\$ -	\$ 3,036.28	75%	28%
2011-2012	10	7	1	\$ 4,226.11	\$ 649.25	\$ 84.47	\$ 4,959.83	76%	22%
2012-2013	6	5	0	\$ 2,749.85	\$ 515.80	\$ -	\$ 3,265.65	48%	17%
2013-2014	9	7	4	\$ 4,155.16	\$ 734.02	\$ 375.56	\$ 5,264.74	69%	16%
2014-2015*	12	9	1	\$ 5,591.98	\$ 973.80	\$ 97.22	\$ 6,663.00	79%	9%

TOTALS 41 36 7 \$ 20,880.06 \$ 3,850.75 \$ 637.68 \$ 25,368.48

COMPARISON OF EXPO TO CITY OF SHAWNEE

FISCAL YEAR	TOTAL HIRES COS	HIRES- EXPO	% OF EXPO HIRES TO COS	TOTAL TERMS COS	TERMS-EXPO	% OF EXPO TERMS TO COS	TOTAL COS EMP	TOTAL BUDGETED EXPO EMP	% OF EXPO EMP TO COS
2009-2010	27	4	15%	36	5	14%	258	10	4%
2010-2011	85	6	7%	71	6	8%	258	10	4%
2011-2012	66	10	15%	61	7	11%	274	10	4%
2012-2013	62	6	10%	49	5	10%	283	11	4%
2013-2014	68	9	13%	46	7	15%	296	11	4%
2014-2015*	37	12	32%	28	9	32%	300	11	4%

COMPARISON OF COS EMPLOYMENT COSTS VS EMPLOYMENT SERVICE

	COST OF EMP		ROLLUPS		6-MONTH COST		COST FOR 3 EMP/FAM MED
			W/EMP MED	W/FAM MED	W/EMP MED	W/FAM MED	
CITY OF SHAWNEE	\$	11.22	\$ 16.04	\$ 18.83	\$ 16,681.60	\$ 19,583.20	\$ 58,749.60
FREEDOM	\$	11.22	\$ 17.20	\$ 17.20	\$ 17,888.00	\$ 17,888.00	\$ 53,664.00
EXPRESS	\$	11.22	\$ 16.60	\$ 16.60	\$ 17,264.00	\$ 17,264.00	\$ 51,792.00



Respecting people. Impacting business.

PROPOSED RATE INFORMATION

City of Shawnee

JOB TITLE	PAY RATE	BILL RATE
Laborer/Maintenance	\$11.22	\$16.60

Based off 44% markup

The Client bill rate includes Express Employment Professional's absorption of the following expenses:

Advertising	ISO Interview Process	Payroll Burden Costs**
Employment Verification	Skills Testing	Weekly Pay for Associates
Bonding of Employees	Criminal Background Checks	Weekly Invoicing to Client
Recruiting and Screening	Worker's Compensation Insurance**	I-9 Verification
5-Panel Drug Screen	General Liability Insurance	

**In the event Express is required to increase wages and/or payroll burden costs as the direct result of any determination, order, or action by any applicable Federal, State, or local government authority, or collective bargaining unit, Client shall reimburse Express Employment Professionals at cost for any such increases.

This quote is for evaluation hire assignments only. Each associate will be required to complete **720 hours** before being hired by your company. In the event you wish to hire the associate prior to completing the required hours, a balance buyout will be necessary.

The Client agrees to the terms and conditions located on the back of the Express Employment Professionals timecards and/or group timesheets. Client also agrees to submit all timecards and/or group timesheets of Express employees to Express by 10:00 a.m. each Monday. In the event the original signed timecards and/or group timesheets are not provided to Express by Client, it is agreed that Express Employment Professionals will pay their employees from signed faxed timecards, group timesheets, and/or emailed printouts from Client. Client further authorizes Express to treat faxed or emailed copies of signed timecards, group timesheets, or emailed printouts as the original. The authorized email address(es) to submit approval of time worked is:

1) _____ (2) _____ 3) _____

The nature of our business requires that we pay our employees each week. Express Employment Professionals bills for services rendered on a pay-per-hour basis. Our invoices are net due upon receipt. Contact Lynn Bradford at (405) 373-2131 with questions regarding this agreement.

Please mail all payments to P.O. Box 269011, Oklahoma City, OK 73126.

Please acknowledge your understanding of these terms by signing below and returning it with your completed credit application and staffing agreement. We appreciate your business and look forward to working with you.

City of Shawnee

EXPRESS EMPLOYMENT PROFESSIONALS

Signature

Alesha Ayers
Signature

Title

Business Development Manager
Title

Date

10/27/2014
Date



Staffing Agreement

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express", "We" or "Our"), we make it easy for you to do business with us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. Medical benefits and vacation pay are also available to associates who qualify. We recruit and assign associates to you to perform the job duties you specify. You agree to notify us if those duties or the workplace of an associate changes.
2. Express complies with all Federal, State, and Local employment laws and regulations. You agree to provide our associates with a safe, suitable workplace and equipment, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite. You agree to indemnify and hold Express harmless from claims or damages resulting from your non-compliance with applicable laws and regulations. Express pays associates promptly, based on information approved by you. You agree to pay the charges based on the time card or other mutually acceptable recording method by the invoice due date.
3. A monthly service charge of (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s). Bill rates are subject to change with appropriate notice.
4. It is our goal that associates perform their jobs to your satisfaction; however, if you are not satisfied with an Express associate for any reason within the first 48 hours of the assignment, you will not be charged for the first four (4) hours of the associate's work and a replacement will be provided.
5. We provide insurance to cover Express associates for Workers' Compensation, Commercial General Liability, Employers Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence. You agree to maintain liability insurance for any motor vehicle, forklift, or other motorized mobile equipment operated by an Express associate, and agree to waive all rights of recovery against Express as the employer of the Express associate.
6. You agree that you will not request or allow our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings or provide management consulting or financial advice. Nor will our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates. All services performed by our associates shall be under your direction, supervision and control and you shall be responsible for ensuring that the services meet your requirements and agree that we are not responsible for the accuracy and correctness of the resulting work product.
7. ~~If our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to indemnify and hold us harmless from any resulting loss or damage.~~
8. Express will provide associates for positions where operating a motor vehicle, forklift, or other motorized equipment is required, if notified in writing prior to an assignment. We must know in advance, so we can assign associates who are qualified to meet your specifications. During an assignment, if our associate operates a motor vehicle, forklift, or any other motorized equipment, you agree to indemnify and hold us harmless for bodily injury, property damage, collision, or public liability claims, regardless of fault.
9. You supervise, direct, and control the work performed by Express associates, and assume responsibility for all operational results, including losses or damage to property or data in the care, custody, or control of an Express associate. You agree to indemnify and hold us harmless from any claims or damages that may be caused by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against us.
10. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
11. Express allows you to hire associates already assigned to you if your invoices are current and you agree to pay an acceptable payroll transfer fee (up to 30% of an associate's expected annual earnings) to convert an Express associate to your payroll.
12. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by us in writing.
13. Express will, at your written request, conduct criminal history checks and drug screens as permitted by state law. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____ Date _____

Agent's Name (please print) _____ Title _____

Agent's Signature _____



Indemnity Agreement

Express Employment Professionals (Express) shall indemnify and hold harmless Client against any and all claims, demands, lawsuits, or damages brought or made against Client resulting from the negligence of Express or temporary associates of Express in the performance of this contract unless such claims or losses result from performance of work by Express or the temporary associates of Express as directed by client or negligence of Client or the willful misconduct of Client or employees or agents of Client.

The indemnity obligations under this Agreement shall not include loss or damage to property for which Client is responsible, which is in the care, custody, or control of temporary associates of Express in the performance of work under this Agreement.

It is further understood and agreed that Client will not permit any Express temporary associates to operate any motor vehicle or motorized mobile equipment of any kind in the performance of their duties hereunder without obtaining the prior written consent of Express and executing a *Vehicle/Motorized Mobile Equipment Indemnity Agreement* from Express. Prior written consent of Express will also be obtained by Client in the event any Express temporary associate is to handle cash, negotiable securities and instruments, or other valuables in the performance of their duties hereunder. However, Express will not be responsible in any event for such fidelity claims unless such claims are reported to Express in writing within thirty (30) days of occurrence and/or discovery.

EXPRESS EMPLOYMENT PROFESSIONALS

BY: _____

TITLE: _____



New Account Information

Client		Telephone No.		Fax No.		Contact	
Address				City		State	Zip
Type of Business		Business Start Date	Years at Address	CEO/Owner/Partner/Proprietor			No. Employees
Type of Organization <input type="checkbox"/> Corp. <input type="checkbox"/> Partnership <input type="checkbox"/> Ind. Prop. <input type="checkbox"/> LLC <input type="checkbox"/> Other			Reason for Associates		No. of Associates	Hours per Week	
Party in Charge of Accts. Payable		PO Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Terms are: Payments due 10 Days from Date of Invoice			
Person Accepting Our Terms		Title		Social Security Number/Tax ID Number			
Primary Bank Used		Telephone	Account No.		Account Representative		
Type of Account		Date Opened	Avg. Checking Balance \$	Hi Balance \$	Avg. Balance \$	D&B Rating	
Loans Outstanding <input type="checkbox"/> Secured <input type="checkbox"/> Unsecured		Current. Loan Balance \$	Hi Balance \$	Avg. Balance \$	Payment History <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor		
Bank Credit Rating		SIC Code	Comments:				
CREDIT REFERENCES				For Express Services Use Only			
Name of Supplier		Type of Business	Credit Limit \$	Date Acct. Opened	Account Avg. \$	Account High \$	
Address		Contact	Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor		
Telephone No.		Fax No.	Comments:				
Name of Supplier		Type of Business	Credit Limit \$	Date Acct Opened	Account Avg. \$	Account High \$	
Address		Contact	Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor		
Telephone No.		Fax No.	Comments:				
Name of Supplier		Type of Business	Credit Limit \$	Date Acct Opened	Account Avg. \$	Account High \$	
Address		Contact	Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor		
Telephone No.		Fax No.	Comments:				

TERMS AGREEMENT BUILT INTO CREDIT APPLICATION

The undersigned, in consideration of extending credit to aforesaid business, individually, jointly and severally as individuals unconditionally guarantee the payment of any and all future obligations of the said company which may be owing to Express Services, Inc. upon demand including reasonable attorney's fees and all costs and other expenses incurred by Express Services, Inc. in collecting an indebtedness of the aforesaid customer. Notice is waived. This is a continuing guarantee. Should a lawsuit be necessary to enforce the guarantee, venue is waived and suit may be brought in Oklahoma City, Oklahoma. A photocopy or facsimile copy of the account application and signature shall be valid as an original thereof.

All information given above is correct to the best of the undersigned's knowledge. It is agreed that: (1) charges for temporary help are labor related and due 10 days from the date of invoice; (2) creditor is authorized to investigate credit, banking and financial history and to disclose findings of that investigation as necessary.

Signature				Date			
CREDIT APPROVAL		Approved By		Credit Limit \$	Terms		
Source Code		Client Account No.	Complete By		Checked By		Date

Regular Board of Commissioners

2. f.

Meeting Date: 01/20/2015

Preliminary Budget Schedule

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Preliminary Fiscal Year 2015-2016 Budget Schedule

Attachments

Budget Schedule



**PRELIMINARY
2015-2016 BUDGET SCHEDULE ***

Feb 1-Feb 15	Departments submit operating budgets request for all funds to be reviewed by Finance Director
Feb 15-Feb 28	Department heads submit all capital budget requests for all funds for review by the Finance Director
March 1-March 15	Finance Director Review's capital budget and O & E with Department Heads
March 18-April 1	Finance Director Review's budget with City Manager
April 1-April 30	Initial draft/discussion and budget review by commissioners (will do meetings with Commissioners and City Manager)
May 4	1 st Public Hearing
May 12	Budget Summary and Notice of Hearing in newspaper (Publication must be not less than 5 days before hearing)
May 18	Hold public budget hearing during the commission meeting (Must be at least 15 days prior to beginning of budget year)
June 15	Budget Public Hearing and City commission adopts budget by resolution (Must be adopted at least 7 days prior to beginning of budget year)
June 29	File final budget with State Auditor and Inspector (Budget must be filed within 30 days of beginning of budget year)

*Subject to change

Regular Board of Commissioners

2. g.

Meeting Date: 01/20/2015

Pool Budget Amendment

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget amendment – Capital Fund 302 to 301

To Complete Pool Parking Lot

Attachments

Pool Budget Amendment

Mayor
WES MAINORD



The City of Shawnee
Office of the Finance Director

P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1601 Fax (405) 878-1571

www.ShawneeOK.org

Commissioners

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

Date: January 12, 2015
To: Mayor and City Commissioners
From: Cynthia Sementelli, Finance Director/Treasurer
RE: Funding for Pool Parking lot

A handwritten signature in blue ink, appearing to be "CS", is written over a light blue rectangular background.

Nature of the Request:

To transfer money to pay for the pool parking lot out of the street fund.

Staff Analysis, Considerations:

The City needs approximately \$375,000 to put in the municipal pool parking lot. Currently the City Capital fund is lean due to our current debt service payments.

Recommendation:

Staff is recommending that we borrow money from the street fund in order to fund the pool parking lot. The street department has money in reserves from SMA paying back the water lines on Kickapoo. The Capital Fund would pay back the Street fund partially in fiscal year 16-17 and the remaining in fiscal year 17-18.

Budget Consideration:

There would be no budget consideration this year, just transferring from one fund to another and we would pay the money back interest free in future years.

Regular Board of Commissioners

5.

Meeting Date: 01/20/2015

Deannex Public Hrg

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing for discussion, consideration and possible action regarding an ordinance to approve the detachment petition filed by the Citizen Potawatomi Nation to detach all Citizen Potawatomi Nation lands located south of the North Canadian River from the City of Shawnee.

Attachments

[CPN Memo](#)

[CPN Map](#)

[CPN OWRB Letter](#)

[CPN Petition](#)

[CPN PH Notice](#)

[CPN Ordinance](#)

City of Shawnee Memorandum



To: Mayor and City Commissioners
From: Justin Erickson, Interim City Manager and
Mary Ann Karns, City Attorney
Date: 1/15/14
Re: Detachment of the Citizen Potawatomi Nation

Introduction:

Tonight's agenda includes a public hearing on the petition of the Citizen Potawatomi Nation to detach parcels of land south of the river from the city limits.

In reviewing the petition, the City Clerk determined the petition to be insufficient for its failure to include the signatures of the owners of 75%, in value, of the land included.

The CPN appealed to district court, alleging that:

1. That the CPN has the authority to petition on behalf of all the land included;
2. That the property is not in the city limits;
3. That the City should be prohibited from ever submitting a decision on annexation to a vote of the people; and
4. That a hearing before the Commission was required despite the finding of insufficiency by the City Clerk.

After reviewing briefs and hearing oral argument, Judge Ferrell-Ashwood agreed that the statute was ambiguous but that the hearing was required, in part because the authority to petition would be a legal issue that could not be resolved by the City Clerk. The other issues have not been addressed by the Court.

The Petition is now before you. At this time, you may approve, deny or defer the request after a public hearing.

Staff Report:

The area being considered is shown on Map A in your packet. These parcels are scattered amongst parcels that are not before you for detachment. Some of the parcels are in trust; some are owned by the CPN.

There are several concerns to staff:

1. Providing service in the area would be irregular and complicated for public safety employees, as well as for various other regulatory and enforcement officials.
2. The area has substantial retail development and contains land that has potential for retail development. The City would not have the benefit of sales tax generated there. In light of the actions being taken by the Oklahoma Tax Commission, the City would lose tax on existing business should the OTC prevail.
3. The City has a long-term investment in the infrastructure of the area. The City has paid for streets and utilities over the years, much of it predating the current development. Most of the current development would not have occurred had the City not put that infrastructure in place to begin with.
4. The City has outstanding debt to the Oklahoma Water Resources Board that is secured by revenues from the utility system. The City's water rate plan shows a gradual increase over a period of years. The loss of revenue (and potential revenue) could jeopardize the repayment. Any shortages would have to be made up by increasing the utility rates of other ratepayers.

The City has received a letter from the Oklahoma Water Resources Board that specifically addresses this potential detachment (Attached). The letter points out that detachment could be considered a breach of the City's contract with the OWRB. That would likely have a negative impact on any future requests for funding.

5. The detachment leaves the remaining property owners vulnerable to uses that are incompatible with their plans for and investments in their existing property.
6. The petition is insufficient according to the statutes and approval would set a precedent.

Possible Action by Commission:

1. Determine the land is properly in the limits and that the statutory requirements for the petition have been met, and approve the ordinance.
2. Deny the ordinance for the reasons set out in this memorandum.
3. Defer the matter until a final judicial determination of the remaining legal issues.

Staff Recommendation:

Staff recommends denial of the request for detachment.



STATE OF OKLAHOMA
WATER RESOURCES BOARD
www.owrb.ok.gov

RECEIVED
DEC. 11 2014
CITY ATTORNEY

December 10, 2014

Ms. Mary Ann Karns
City of Shawnee
PO Box 1448
Shawnee, OK 74802

Dear Ms. Karns:

The Oklahoma Water Resources Board (OWRB) has been made aware of the suit filed in Pottawatomie County, *The Citizen Potawatomi Nation vs. City of Shawnee*, case no. CV-2014-128, regarding the Citizen Potawatomi Nation ("CPN") petition of detachment of certain lands currently served by the Shawnee Public Works Authority (the "Authority"). The OWRB is concerned about this action and the possible effect that it may have on our outstanding loans with the Authority.

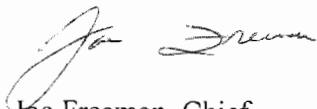
The Authority currently has four (4) outstanding loans with the OWRB including one Clean Water State Revolving Fund Loan, two Drinking Water State Revolving Fund Loans and one State Loan Program Loan. Each of these loan agreements specifically states that "The Borrower will not grant any franchise to provide any services which compete with the System." This language is further codified in Oklahoma State Statute Title 82 Section 1085.36:

After a loan or other financial assistance is obtained under Sections 1085.31 through 1085.65 of this title, and during the term of such loan or other financial assistance, no person, other than the eligible entity obtaining the financial assistance, shall be authorized to provide services of the type relied on for security of the loan or other financial assistance to customers of the portion of the system that is identified in the loan documents as collateral for the loan and either (1) in existence at the time of the loan or other financial assistance or (2) financed by the loan or other financial assistance.

As described in the promissory notes, collateral for the Authority's loans with OWRB includes a pledge and assignment of revenues derived from the Authority's operation of the water and sanitary sewer systems serving the City of Shawnee. Therefore, removing customers from the service area may impact the security of the loans, not to mention violate the laws and contractual provisions designed to provide such security. OWRB respectfully requests that the loan agreements and above stated statutory language be taken into consideration as the action between the CPN and City of Shawnee moves forward.

If you have any questions, or if I can be of any further assistance, please contact me at 405-530-8800 or joe.freeman@owrb.ok.gov.

Sincerely,

A handwritten signature in cursive script that reads "Joe Freeman".

Joe Freeman, Chief
Financial Assistance Division

PETITION #1.0

AFFIDAVIT

STATE OF OKLAHOMA,)
)
) SS:
COUNTY OF POTTAWATOMIE.)

I, Bradley Don Peltier, being of legal age, and a resident of the State of Oklahoma, being first duly sworn upon oath states:

1. On the 10th day of September, 2014, I personally obtained the petition signatures of Linda Capps, on behalf of the Citizen Potawatomi Nation, Kenna Bree Dunham, Deanna Jesse, Jennifer L. Randell, Byron Talton, and LaShawna Talton, on the attached *Petition of Registered Voters and Landowners for Detachment of Municipal Territory from the City of Shawnee, Oklahoma*.
2. All land subject to the attached *Petition of Registered Voters and Landowners for Detachment of Municipal Territory from the City of Shawnee, Oklahoma*, is owned by the Citizen Potawatomi Nation.
3. All registered voters residing within the area to be detached from the municipal territory of the City of Shawnee, Oklahoma, live in housing owned and provided by the Citizen Potawatomi Nation.
4. A cross-check of the Pottawatomie County voter registration list and housing records indicate Kenna Bree Dunham, Deanna Jesse, Jennifer L. Randell, Byron Talton, and LaShawna Talton constitute all of the registered voters residing within the area to be detached from the City of Shawnee, Oklahoma.
5. The signatures of Linda Capps, on behalf of the Citizen Potawatomi Nation, Kenna Bree Dunham, Deanna Jesse, Jennifer L. Randell, Byron Talton, and LaShawna Talton, on the attached *Petition of Registered Voters and Landowners for Detachment of Municipal Territory from the City of Shawnee, Oklahoma*, constitute one hundred percent (100%) of the owners and registered voters within the area to be detached from the City of Shawnee, Oklahoma.


Bradley Don Peltier, AFFIANT

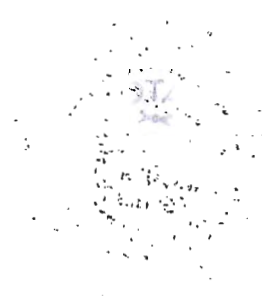
STATE OF OKLAHOMA,)
)
) SS:
COUNTY OF POTTAWATOMIE.)

On this 10th day of September, 2014, before me, a Notary Public in and for said State, personally appeared Bradley Don Peltier, to me known to be the identical person who executed the within and foregoing instrument, as his voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.


NOTARY PUBLIC

My Commission Expires:
8-2-15
No. 09007537



PETITION OF REGISTERED VOTERS AND LANDOWNERS FOR DETACHMENT
OF MUNICIPAL TERRITORY FROM THE CITY OF SHAWNEE, OKLAHOMA

To: City of Shawnee
Attn: Phyllis Loftis, City Clerk
16 W. 19111 St
Shawnee, OK 74801

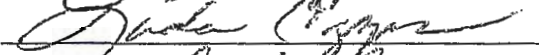
COME NOW the undersigned, and by their signatures hereon, petition the Shawnee Board of Commissioners for approval of a proposed detachment of certain municipal territory from the City of Shawnee and stipulate as follows:

1. This petition is made, and it is requested that proceedings be taken, pursuant to 11 O.S. § 21-110.
2. The proposal is a detachment from the City of Shawnee.
3. The number of petitioners required by 11 O.S. § 21-110 (A)(2) to commence this proposal is 75% of the registered voters within the area to be detached and 75% of the owners, in value, of the property to be detached.
4. A description of the boundaries and a map of the effected territory are set forth as *Exhibit A*, attached hereto and by reference incorporated herein (all lands of the Citizen Potawatomi Nation within the exterior boundaries of the municipality which are located south of the Canadian River within the following sections: Township 10 North, Range 3 East, Sections 25 and 26; Township 10 North, Range 4 East, Sections 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36; Township 9 North, Range 4 East, Sections 1, 3, 10, and 11; and Township 9 North, Range 5 East, Section 6; less and except a corridor coinciding with the right of way for Gordon Cooper Drive beginning at the North Canadian River and ending with Father Murphy Drive and a corridor running parallel with the section line separating Sections 28 and 29 and Sections 32 and 33 of Township 10 North, Range 4 East starting at the North Canadian River and a corridor running along the North side of the right of way for Hardesty Road beginning at the union of Sections 28 and 29 and Sections 32 and 33 of Township 10 North, Range 4 East and proceeding east for a distance of 3/4th of a mile).
5. Upon information and belief the number of registered voters in the area proposed for detachment is 4.
6. Upon information and belief there is 1 landowner in the area proposed for detachment.
7. The reason for the proposal of detachment is: The City of Shawnee, Oklahoma has failed to provide a reasonable level of municipal services to the residents and property owners within the area to be detached from the City of Shawnee.
8. The persons signing this petition have signed as (registered voters landowners) (circle one or both if they apply).
9. The following persons are designated as chief petitioners to receive copies of the notice of hearing and the report on this proposal at the following addresses:

Linda Capps, Vice Chairman
Citizen Potawatomi Nation
1601 S. Gordon Cooper Drive
Shawnee, OK 74801
(405) 275-3121

10. The Petitioner has given proper notice of the presentation of this Petition in accordance with 11 O.S. § 21-105.

WHEREFORE, it is hereby requested by at least 75% of the registered voters and at least 75% of the owners, in value, of the property, that the property described herein be detached from the City of Shawnee, Oklahoma.

DATE: September 10, 2014
PRINT NAME: Linda Capps
SIGNATURE: 
ADDRESS: 1601 Gordon Cooper
Shawnee, OK 74801

PETITION OF REGISTERED VOTERS AND LANDOWNERS FOR DETACHMENT
OF MUNICIPAL TERRITORY FROM THE CITY OF SHAWNEE, OKLAHOMA

To: City of Shawnee
Attn: Phyllis Loftis, City Clerk
16 W. 19111 St
Shawnee, OK 74801

COME NOW the undersigned, and by their signatures hereon, petition the Shawnee Board of Commissioners for approval of a proposed detachment of certain municipal territory from the City of Shawnee and stipulate as follows:

1. This petition is made, and it is requested that proceedings be taken, pursuant to 11 O.S. § 21-110.
2. The proposal is a detachment from the City of Shawnee.
3. The number of petitioners required by 11 O.S. § 21-110 (A)(2) to commence this proposal is 75% of the registered voters within the area to be detached and 75% of the owners, in value, of the property to be detached.
4. A description of the boundaries and a map of the effected territory are set forth as *Exhibit A*, attached hereto and by reference incorporated herein (all lands of the Citizen Potawatomi Nation within the exterior boundaries of the municipality which are located south of the Canadian River within the following sections: Township 10 North, Range 3 East, Sections 25 and 26; Township 10 North, Range 4 East, Sections 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36; Township 9 North, Range 4 East, Sections 1, 3, 10, and 11; and Township 9 North, Range 5 East, Section 6; less and except a corridor coinciding with the right of way for Gordon Cooper Drive beginning at the North Canadian River and ending with Father Murphy Drive and a corridor running parallel with the section line separating Sections 28 and 29 and Sections 32 and 33 of Township 10 North, Range 4 East starting at the North Canadian River and a corridor running along the North side of the right of way for Hardesty Road beginning at the union of Sections 28 and 29 and Sections 32 and 33 of Township 10 North, Range 4 East and proceeding east for a distance of 3/4th of a mile).
5. Upon information and belief the number of registered voters in the area proposed for detachment is 4.
6. Upon information and belief there is 1 landowner in the area proposed for detachment.
7. The reason for the proposal of detachment is: The City of Shawnee, Oklahoma has failed to provide a reasonable level of municipal services to the residents and property owners within the area to be detached from the City of Shawnee.
8. The persons signing this petition have signed as registered voters (landowners) (circle one or both if they apply).
9. The following persons are designated as chief petitioners to receive copies of the notice of hearing and the report on this proposal at the following addresses:

Linda Capps, Vice Chairman
Citizen Potawatomi Nation
1601 S. Gordon Cooper Drive
Shawnee, OK 74801
(405) 275-3121

10. The Petitioner has given proper notice of the presentation of this Petition in accordance with 11 O.S. § 21-105.

WHEREFORE, it is hereby requested by at least 75% of the registered voters and at least 75% of the owners, in value, of the property, that the property described herein be detached from the City of Shawnee, Oklahoma.

DATE: September 10, 2014

PRINT NAME:

Kenna Bree Dunham

SIGNATURE:

Kenna Bree Dunham

ADDRESS:

41960 Hardesty Rd, Shawnee OK

RECEIVED CITY CLERK'S OFFICE

Date 09-10-14 Time 9:43 AM

PETITION OF REGISTERED VOTERS AND LANDOWNERS FOR DETACHMENT
OF MUNICIPAL TERRITORY FROM THE CITY OF SHAWNEE, OKLAHOMA

To: City of Shawnee
Attn: Phyllis Loftis, City Clerk
16 W. 19111 St
Shawnee, OK 74801

COME NOW the undersigned, and by their signatures hereon, petition the Shawnee Board of Commissioners for approval of a proposed detachment of certain municipal territory from the City of Shawnee and stipulate as follows:

1. This petition is made, and it is requested that proceedings be taken, pursuant to 11 O.S. § 21-110.
2. The proposal is a detachment from the City of Shawnee.
3. The number of petitioners required by 11 O.S. § 21-110 (A)(2) to commence this proposal is 75% of the registered voters within the area to be detached and 75% of the owners, in value, of the property to be detached.
4. A description of the boundaries and a map of the effected territory are set forth as *Exhibit A*, attached hereto and by reference incorporated herein (all lands of the Citizen Potawatomi Nation within the exterior boundaries of the municipality which are located south of the Canadian River within the following sections: Township 10 North, Range 3 East, Sections 25 and 26; Township 10 North, Range 4 East, Sections 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36; Township 9 North, Range 4 East, Sections 1, 3, 10, and 11; and Township 9 North, Range 5 East, Section 6; less and except a corridor coinciding with the right of way for Gordon Cooper Drive beginning at the North Canadian River and ending with Father Murphy Drive and a corridor running parallel with the section line separating Sections 28 and 29 and Sections 32 and 33 of Township 10 North, Range 4 East starting at the North Canadian River and a corridor running along the North side of the right of way for Hardesty Road beginning at the union of Sections 28 and 29 and Sections 32 and 33 of Township 10 North, Range 4 East and proceeding east for a distance of 3/4th of a mile).
5. Upon information and belief the number of registered voters in the area proposed for detachment is 4.
6. Upon information and belief there is 1 landowner in the area proposed for detachment.
7. The reason for the proposal of detachment is: The City of Shawnee, Oklahoma has failed to provide a reasonable level of municipal services to the residents and property owners within the area to be detached from the City of Shawnee.
8. The persons signing this petition have signed as (registered voters/landowners) (circle one or both if they apply).
9. The following persons are designated as chief petitioners to receive copies of the notice of hearing and the report on this proposal at the following addresses:

Linda Capps, Vice Chairman
Citizen Potawatomi Nation
1601 S. Gordon Cooper Drive
Shawnee, OK 74801
(405) 275-3121

10. The Petitioner has given proper notice of the presentation of this Petition in accordance with 11 O.S. § 21-105.

WHEREFORE, it is hereby requested by at least 75% of the registered voters and at least 75% of the owners, in value, of the property, that the property described herein be detached from the City of Shawnee, Oklahoma.

DATE: September 10, 2014
PRINT NAME: Deanna Jesse
SIGNATURE: Deanna Jesse
ADDRESS: 42906 Hardesty Rd - Shawnee, OK 74801

RECEIVED CITY CLERK'S OFFICE

Date 09-10-14 Time 9:43 AM

PETITION OF REGISTERED VOTERS AND LANDOWNERS FOR DETACHMENT
OF MUNICIPAL TERRITORY FROM THE CITY OF SHAWNEE, OKLAHOMA

To: City of Shawnee
Attn: Phyllis Loftis, City Clerk
16 W. 19111 St
Shawnee, OK 74801

COME NOW the undersigned, and by their signatures hereon, petition the Shawnee Board of Commissioners for approval of a proposed detachment of certain municipal territory from the City of Shawnee and stipulate as follows:

1. This petition is made, and it is requested that proceedings be taken, pursuant to 11 O.S. § 21-110.
2. The proposal is a detachment from the City of Shawnee.
3. The number of petitioners required by 11 O.S. § 21-110 (A)(2) to commence this proposal is 75% of the registered voters within the area to be detached and 75% of the owners, in value, of the property to be detached.
4. A description of the boundaries and a map of the effected territory are set forth as *Exhibit A*, attached hereto and by reference incorporated herein (all lands of the Citizen Potawatomi Nation within the exterior boundaries of the municipality which are located south of the Canadian River within the following sections: Township 10 North, Range 3 East, Sections 25 and 26; Township 10 North, Range 4 East, Sections 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36; Township 9 North, Range 4 East, Sections 1, 3, 10, and 11; and Township 9 North, Range 5 East, Section 6; **less and except** a corridor coinciding with the right of way for Gordon Cooper Drive beginning at the North Canadian River and ending with Father Murphy Drive and a corridor running parallel with the section line separating Sections 28 and 29 and Sections 32 and 33 of Township 10 North, Range 4 East starting at the North Canadian River and a corridor running along the North side of the right of way for Hardesty Road beginning at the union of Sections 28 and 29 and Sections 32 and 33 of Township 10 North, Range 4 East and proceeding east for a distance of 3/4th of a mile).
5. Upon information and belief the number of registered voters in the area proposed for detachment is 4.
6. Upon information and belief there is 1 landowner in the area proposed for detachment.
7. The reason for the proposal of detachment is: The City of Shawnee, Oklahoma has failed to provide a reasonable level of municipal services to the residents and property owners within the area to be detached from the City of Shawnee.
8. The persons signing this petition have signed as registered voters landowners) (circle one or both if they apply).
9. The following persons are designated as chief petitioners to receive copies of the notice of hearing and the report on this proposal at the following addresses:

Linda Capps, Vice Chairman
Citizen Potawatomi Nation
1601 S. Gordon Cooper Drive
Shawnee, OK 74801
(405) 275-3121

10. The Petitioner has given proper notice of the presentation of this Petition in accordance with 11 O.S. § 21-105.

WHEREFORE, it is hereby requested by at least 75% of the registered voters and at least 75% of the owners, in value, of the property, that the property described herein be detached from the City of Shawnee, Oklahoma.

DATE: September 10, 2014

PRINT NAME:

SIGNATURE:

ADDRESS:

JENNIFER L. RANDALL
41960 HARDESTY RD. SHAWNEE, OK

RECEIVED CITY CLERK'S OFFICE

Date 09-10-14 Time 9:43 AM

PETITION OF REGISTERED VOTERS AND LANDOWNERS FOR DETACHMENT
OF MUNICIPAL TERRITORY FROM THE CITY OF SHAWNEE, OKLAHOMA

To: City of Shawnee
Attn: Phyllis Loftis, City Clerk
16 W. 19111 St
Shawnee, OK 74801

COME NOW the undersigned, and by their signatures hereon, petition the Shawnee Board of Commissioners for approval of a proposed detachment of certain municipal territory from the City of Shawnee and stipulate as follows:

1. This petition is made, and it is requested that proceedings be taken, pursuant to 11 O.S. § 21-110.
2. The proposal is a detachment from the City of Shawnee.
3. The number of petitioners required by 11 O.S. § 21-110 (A)(2) to commence this proposal is 75% of the registered voters within the area to be detached and 75% of the owners, in value, of the property to be detached.
4. A description of the boundaries and a map of the effected territory are set forth as *Exhibit A*, attached hereto and by reference incorporated herein (all lands of the Citizen Potawatomi Nation within the exterior boundaries of the municipality which are located south of the Canadian River within the following sections: Township 10 North, Range 3 East, Sections 25 and 26; Township 10 North, Range 4 East, Sections 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36; Township 9 North, Range 4 East, Sections 1, 3, 10, and 11; and Township 9 North, Range 5 East, Section 6; less and except a corridor coinciding with the right of way for Gordon Cooper Drive beginning at the North Canadian River and ending with Father Murphy Drive and a corridor running parallel with the section line separating Sections 28 and 29 and Sections 32 and 33 of Township 10 North, Range 4 East starting at the North Canadian River and a corridor running along the North side of the right of way for Hardesty Road beginning at the union of Sections 28 and 29 and Sections 32 and 33 of Township 10 North, Range 4 East and proceeding east for a distance of 3/4th of a mile).
5. Upon information and belief the number of registered voters in the area proposed for detachment is 4.
6. Upon information and belief there is 1 landowner in the area proposed for detachment.
7. The reason for the proposal of detachment is: The City of Shawnee, Oklahoma has failed to provide a reasonable level of municipal services to the residents and property owners within the area to be detached from the City of Shawnee.
8. The persons signing this petition have signed as registered voters (landowners) (circle one or both if they apply).
9. The following persons are designated as chief petitioners to receive copies of the notice of hearing and the report on this proposal at the following addresses:

Linda Capps, Vice Chairman
Citizen Potawatomi Nation
1601 S. Gordon Cooper Drive
Shawnee, OK 74801
(405) 275-3121

10. The Petitioner has given proper notice of the presentation of this Petition in accordance with 11 O.S. § 21-105.

WHEREFORE, it is hereby requested by at least 75% of the registered voters and at least 75% of the owners, in value, of the property, that the property described herein be detached from the City of Shawnee, Oklahoma.

DATE: September 10, 2014
PRINT NAME: Byron Talton
SIGNATURE: Byron Talton
ADDRESS: 110500 Hardesty Rd Shawnee Oklahoma 74801

RECEIVED CITY CLERK'S OFFICE

Date 09-10-14 Time 9:43 AM

PETITION OF REGISTERED VOTERS AND LANDOWNERS FOR DETACHMENT
OF MUNICIPAL TERRITORY FROM THE CITY OF SHAWNEE, OKLAHOMA

To: City of Shawnee
Attn: Phyllis Loftis, City Clerk
16 W. 19111 St
Shawnee, OK 74801

COME NOW the undersigned, and by their signatures hereon, petition the Shawnee Board of Commissioners for approval of a proposed detachment of certain municipal territory from the City of Shawnee and stipulate as follows:

1. This petition is made, and it is requested that proceedings be taken, pursuant to 11 O.S. § 21-110.
2. The proposal is a detachment from the City of Shawnee.
3. The number of petitioners required by 11 O.S. § 21-110 (A)(2) to commence this proposal is 75% of the registered voters within the area to be detached and 75% of the owners, in value, of the property to be detached.
4. A description of the boundaries and a map of the effected territory are set forth as *Exhibit A*, attached hereto and by reference incorporated herein (all lands of the Citizen Potawatomi Nation within the exterior boundaries of the municipality which are located south of the Canadian River within the following sections: Township 10 North, Range 3 East, Sections 25 and 26; Township 10 North, Range 4 East, Sections 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36; Township 9 North, Range 4 East, Sections 1, 3, 10, and 11; and Township 9 North, Range 5 East, Section 6; less and except a corridor coinciding with the right of way for Gordon Cooper Drive beginning at the North Canadian River and ending with Father Murphy Drive and a corridor running parallel with the section line separating Sections 28 and 29 and Sections 32 and 33 of Township 10 North, Range 4 East starting at the North Canadian River and a corridor running along the North side of the right of way for Hardesty Road beginning at the union of Sections 28 and 29 and Sections 32 and 33 of Township 10 North, Range 4 East and proceeding east for a distance of 3/4th of a mile).
5. Upon information and belief the number of registered voters in the area proposed for detachment is 4.
6. Upon information and belief there is 1 landowner in the area proposed for detachment.
7. The reason for the proposal of detachment is: The City of Shawnee, Oklahoma has failed to provide a reasonable level of municipal services to the residents and property owners within the area to be detached from the City of Shawnee.
8. The persons signing this petition have signed as (registered voters) (landowners) (circle one or both if they apply).
9. The following persons are designated as chief petitioners to receive copies of the notice of hearing and the report on this proposal at the following addresses:

Linda Capps, Vice Chairman
Citizen Potawatomi Nation
1601 S. Gordon Cooper Drive
Shawnee, OK 74801
(405) 275-3121

10. The Petitioner has given proper notice of the presentation of this Petition in accordance with 11 O.S. § 21-105.

WHEREFORE, it is hereby requested by at least 75% of the registered voters and at least 75% of the owners, in value, of the property, that the property described herein be detached from the City of Shawnee, Oklahoma.

DATE: September 10, 2014
PRINT NAME: LASHAWNA TAITON
SIGNATURE: Lashawna Taiton
ADDRESS: 40500 Hardesty Rd

RECEIVED CITY CLERK'S OFFICE

Date 09-10-14 Time 9:43 am

Exhibit "A"

In Section 25, Township 10 North, Range 3 East:

A) A tract of land described as beginning at the Southwest Corner of the Southwest Quarter of the Southeast Quarter (SW/C SW/4 SE/4) of Section Twenty-five (25), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma;

thence N00°30'51"E a distance of 1099.12 feet;
thence S89°59'00"E a distance of 395.58 feet;
thence N00°30'51"E a distance of 260.00 feet;
thence N89°59'00"W a distance of 395.58 feet;
thence N00°30'51"E a distance of 1663.07 feet to a point on the North line of Lot 4;
thence S74°28'53"E along the Right Bank of the North Fork of the Canadian River a distance of 56.84 feet;
thence N67°01'07"E a distance of 580.80 feet;
thence N24°01'07"E a distance of 14.51 feet;
thence S00°30'51"W a distance of 1925.65 feet;
thence N89°59'00"E a distance of 738.52 feet;
thence S00°30'51"W a distance of 1321.54 feet;
thence N89°59'00"W a distance of 1331.88 feet to the point of beginning.

B) A tract of land, surface and subsurface rights, described as a tract of land in the Southwest Quarter of the Southeast Quarter (SW 1/4-SE1/4) and in the Northwest Quarter of the Southeast Quarter (NW1/4-SE1/4) of Section Twenty-five (25), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, said tract further described by Rodger Whited, Professional Land Surveyor No. 1298, on December 6, 2011, based on a Boundary Survey of this tract by the same. Bearings are based N89°27'43"E (2658.45') between the Southwest Corner and the Southeast Corner of said SE 1/4 of said Section 25, as monumented and shown on Oklahoma Certified Corner Records (OCCR) by PLS 1298, on file with the Oklahoma Department Of Libraries, Archives and Records Division. Said tract described by metes and bounds as follows:

BEGINNING at a point, on the West line of said SE1/4, 1099.12 feet N00°29'58"E of the Southwest Corner of said SE 1/4;
thence N00°29'58"E, on the West line of said SE 1/4, for a distance of 260.00 feet to a point 38.32 feet N00°29'58"E of the Southwest Corner of said NW1/4-SE1/4;
thence N89°27'43"E and parallel to the South line of said SE1/4 for a distance of 395.58 feet;
thence S00°29'58"W and parallel to the West line of said SE 1/4 for a distance of 260.00 feet;
thence S89°27'43"W and parallel to the South line of said SE 1/4 for a distance of 395.58 feet to the point of beginning.

C) A tract of land described as the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section Twenty-five (25), Township Ten North (T10N), Range Three East (R3E).

D) A tract of land in Lot Four (4) and Lot Five (5) of the Right Bank of the North Canadian River and in, the Northwest Quarter of the Southeast Quarter (NW1/4-SE1/4) of the Section Twenty-five (25), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, said tract further described by metes and bounds written by Rodger Whited, PLS 1298; on June 16, 2009, based on a Boundary Survey of said tract, as monumented and shown on the attached drawing, which is hereby made an integral part of this land description. Bearings are based S 89° 30' 39" W between existing monuments at the Southeast Corner and the Southwest Corner of said Lot 5, as shown on Oklahoma Certified Corner Records (OCCR) by PLS 1298, on file with the Oklahoma Department of Libraries, Archives and Records Division. Said tract further described as BEGINNING at the Southeast Corner of said Lot 5 as shown on the OCCR by PLS 1298;

thence S 89° 30' 39" W, on the South line of said Lot 5, for a distance of 1330.68 feet to the Southwest corner of said Lot 5 as shown on the OCCR by PLS 1298;

thence S 89° 30' 39" W, on the South line of said NW1/4-SE1/4, for a distance of 738.53 feet;

thence N 00° 31' 43" E for a distance of 1814.61 feet to the Right Bank of the present course of the North Canadian River;

thence N 65° 12' 27" E, on said Right Bank, for a distance of 74.00 feet;

thence E N 79° 51' 48" E, on said Right Bank, for a distance of 126.46 feet;

thence N 88° 41' 06" E, on said Right bank, for a distance of 259.23 feet;

thence S 75° 39' 43" E, on said Right Bank, for a distance of 394.28 feet;

thence S 85° 04' 55" E, on said Right Bank, for a distance of 130.49 feet to the Right Bank of the North Canadian River as Surveyed by the General Land Office (GLO) and shown on the GLO Survey approved on August 12, 1873;

thence S 21° 12' 32" W, on said GLO Survey Right Bank, for a distance of 149.13 feet;

thence S 06° 12' 32" W, on said GLO Survey Right Bank, for a distance of 237.60 feet;

thence S 03° 17' 32" E, on said GLO Survey Right Bank for a distance of 118.80 feet;

thence S 64° 47' 32" E, on said GLO Survey Right Bank for a distance of 283.80 feet;

thence S 78° 17' 32" E, on said GLO Survey Right Bank for a distance of 376.20 feet;

thence S 63° 02' 32" E, on said GLO Survey Right Bank for a distance of 198.00 feet;

thence S 82° 32' 32" E, on said GLO Survey Right Bank for a distance of 376.20 feet to the point where said GLO Survey Right bank intersects the East Line of said Section 25, said point also described as the Northeast Corner of said Lot 5 of said GLO 1873 Survey;

thence S 00° 45' 57" W, on the East Line of said Section 25, for a distance of 917.72 feet to the point of beginning.

E) A tract of land in the Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4) AND IN THE Southwest Quarter of the Southeast Quarter (SW1/4-SE1/4) of Section Twenty-five (25), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, said tract further described by Rodger Whited, PLS 1298, on April 9, 2012, based on a Boundary Survey of said tract. Bearings are based N89°33'30"E between the Southwest Corner and the Southeast Corner of the SE1/4 of said Section 25, as shown on Oklahoma Certified Corner Records (OCCR) by PLS 1298, on file with the Oklahoma Department Of Libraries, Archives And Records Division. This tract has been monumented as shown on the attached Certificate of Survey drawing which is hereby made an integral part of this description which cannot be separated from it. Said tract described by metes and bounds as follows: COMMENCING at the Southeast Corner of said Section 25; thence S89°33'30"W, on the South line of said Section 25, for a distance of 1180.41 feet to the point of beginning;

thence S89°33'30"W, on the South line of said SE1/4-SE1/4, for a distance of 132.00 feet to the Southwest Corner of said SE1/4-SE1/4;

thence S89°33'30"W, on the South line of said SW1/4-SE1/4, for a distance of 160.00 feet;

thence N00°59'13"W for a distance of 1323.93 feet to the North line of said SW1/4-SE1/4;

thence N89°46'17"E, on the North line of said SW1/4-SE1/4, for a distance of 160.10 feet to the Northeast Corner of said SW1/4-SE1/4;

thence S00°58'58"E, on the East line of said SW1/4-SE1/4, for a distance of 661.67 feet to the Northwest Corner of the S1/2-SE1/4-SE1/4 of said Section 25;

thence N89°39'47"E, on the North line of said S1/2-SE1/4-SE1/4, for a distance of 132.00 feet;

thence S00°59'00"E for a distance of 661.42 feet to the point of beginning.

F) A tract of land in the Southeast Quarter of the Southwest Quarter (SE1/4-SW1/4) of Section Twenty-five (25), Township Ten (10) North, Range Three (3) East of the Indian Meridian Pottawatomie county, Oklahoma; said tract described by Rodger Whited, PLS 1298, on February 26, 2008, using N00°05'07"E as a basis of bearing between Oklahoma Department Of Transportation monuments at the Southwest Corner and the Northwest Corner of said Section 25, as shown on Oklahoma Certified Corner Records by PLS 148, dated December 19, 1985, on file with the Oklahoma Department Of Libraries; Archives And Records Division. This tract has been monumented as shown on the attached Certificate Of Survey drawing which is an integral part of this description and should not be separated from it, said tract further described as beginning at the Southeast Corner of said SE1/4-SW1/4 as monumented by PLS 1298, on the Oklahoma Certified Corner Record, dated November 5, 2002;

thence S89°27'43"W, on the South line of said SE1/4-SW1/4, for a distance of 842.63 feet;
thence N00°04'13"E for a distance of 375.00 feet;
thence S89°27'43"W for a distance of 400.00 feet to the East right-of-way line of U.S. Highway 177;
thence N00°04'13"E, on said right-of-way line, for a distance of 946.09 feet to a point on the North line of said SE1/4-SW1/4, said point being 79.50 feet N89°28'54"E of the Northwest Corner of said SE1/4-SW1/4, as shown on the Oklahoma Certified Corner Record by PLS 1298, dated October 6, 2005;
thence N89°28'54"E, on said North line, for a distance of 1252.52 feet to the Northeast Corner of said SE1/4-SW1/4, as shown on the Oklahoma Certified Corner Record by PLS 1298, dated October 6, 2005;
thence S00°29'58"W, on the East line of said SE1/4-SW1/4, for a distance of 1320.80 feet to the point of beginning.

In Section 36, Township 10 North, Range 3 East:

G.

A) A tract of land described as the Northeast quarter of Section 36 Township 10 North Range 3 East.

H.

B) A tract of land described as beginning 86.60 feet East of the Northwest corner of the Northeast Quarter of the Northwest Quarter (NW/C NE 1/4 NW 1/4) of Section Thirty-six (36), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County;

thence S00°35'W a distance of 231 feet;
thence East 220 feet;
thence N00°35'E a distance of 231 feet;
thence West a distance of 220 feet to the point of beginning.

R.

In Section 28, Township 10 North, Range 4 East:

See surveyors' diagram delineating 207 acres more or less.

In Section 29, Township 10 North, Range 4 East:

I.

A) A tract of land in Section Twenty-nine (29), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, further described by metes and bounds, written by Rodger Whited, PLS 1298, on September 16, 2008 and based on a Boundary Survey of said tract as monumented and shown on the Certificate Of Survey drawing shown hereon and hereby made an integral part of this description, said tract described using bearings based on S89°05'29"W between monuments at the Southeast corner and the Southwest Corner of the Southwest Quarter (SW1/4) of said Section 29, as shown on Oklahoma Certified Corner Records filed, by PLS 1298, with the Oklahoma Department Of Libraries, Archives And Records Division, said tract further described as BEGINNING at the Southwest Corner of said Section 29;

thence N00°43'16"E, on the West line of said Section 29, for a distance of 33.00 feet to the Southwest Corner of the Dedication Deed to the State Of Oklahoma recorded in Book 199 Page 778;
thence N89°05'29"E and parallel to the South line of said Section 29, on the South line of said Dedication Deed and the Dedication Deed to the State Of Oklahoma recorded in Book 200 Page 255, for a distance of 2607.54 feet to the East line of Old River Lot 6 of the Right Bank;
thence N00°55'50"E, on the East line of said River Lot 6, for a distance of 7.00 feet to the Northeast Corner of said Dedication Deed in Book 200 Page 255;
thence S89°05'29"W, on the North line of said Dedication Deeds, for a distance of 2607.56 feet to the West line of said Section 29;
thence N00°43'16"E, on the West line of said Section 29, for a distance of 2600.77 feet to the Northwest Corner of Old River Lot 9 of the Left Bank;
thence N00°43'16"E, on the West line of said Section 29, for a distance of 1139.11 feet to the current Right Bank of the North Canadian River;

thence N89°31'42"E, on said Right Bank, for a distance of 208.18 feet;
 thence N68°57'43"E, on said Right Bank, for a distance of 128.42 feet;
 thence N82°21'59"E, on said Right Bank, for a distance of 202.57 feet;
 thence N81°53'59"E, on said Right Bank, for a distance of 349.73 feet;
 thence S63°42'09"E, on said Right Bank, for a distance of 162.68 feet;
 thence S24°02'08"E, on said Right Bank, for a distance of 306.22 feet;
 thence S36°00'35"E, on said Right Bank, for a distance of 312.50 feet;
 thence S47°27'04"E, on said Right Bank, for a distance of 293.31 feet;
 thence S52°33'11"E, on said Right Bank, for a distance of 320.95 feet;
 thence S66°49'10"E, on said Right Bank for a distance of 282.51 feet;
 thence S82°23'02"E, on said Right Bank, for a distance of 283.99 feet;
 thence N82°40'12"E, on said Right Bank, for a distance of 412.94 feet;
 thence N64°18'57"E, on said Right Bank, for a distance of 295.23 feet;
 thence N46°36'56"E, on said Right Bank, for a distance of 69.58 feet to the point where
 the current Right Bank intersects the Left Bank of said river, as surveyed by the General
 Land Office, Original Survey dated September 10, 1875;
 thence, on said Original General Land Office Survey Left Bank River Meanders the
 following bearings and distances, S29°17'46"E for a distance of 163.47 feet;
 thence S48°47'47"E, on said Left Bank, for a distance of 264.00 feet;
 thence S79°17'46"E, on said Left Bank, for a distance of 244.20 feet;
 thence N73°42'13"E on said Left Bank, for a distance of 270.60 feet;
 thence N84°42'14"E, on said Left Bank, for a distance of 132.00 feet;
 thence N49°12'13"E, on said Left Bank, for a distance of 336.60 feet;
 thence N68°57'14"E, on said Left Bank, for a distance of 250.80 feet;
 thence N81°42'13"E, on said Left Bank, for a distance of 191.40 feet;
 thence S84°17'47"E, on said Left Bank, for a distance of 178.20 feet;
 thence S60°47'45"E, on said Left Bank, for a distance of 118.80 feet;
 thence S42°17'47"E, on said Left Bank, for a distance of 178.20 feet;
 thence S32°17'47"E, on said Left Bank, for a distance of 145.20 feet;
 thence S13°17'45"E, on said Left Bank, for a distance of 211.20 feet;
 thence S13°47'47"E, on said Left Bank, for a distance of 66.00 feet to a point on the East
 line of said Section 29;
 thence S00°46'13"W, on the East line of said Section 29, for a distance of 2366.96 feet to
 the Southeast Corner of said Section 29;
 thence S89°05'48"W, on the South line of said Section 29, for a distance of 2607.44 feet
 to the Southeast Corner of Old River Lot 6 of the Right Bank of said Section 29;
 thence S89°05'29"W, on the South line of said Section 29, for a distance of 2607.42 feet
 to the point of beginning.

In Section 30, Township 10 North, Range 4 East:

A) A tract of land in Lots Two (2), Three (3) and Four (4) of the Right Bank of the North
 Canadian River in Section Thirty (30), Township Ten (10) North, Range Four (4) East of the
 Indian Meridian, Pottawatomie County, Oklahoma, said tract further described by Rodger
 Whited, Professional Land Surveyor No. 1298, based on a Boundary Survey completed on
 September 23, 2013 using a Basis of Bearing of N00°51'33"E between monuments shown on
 Oklahoma Certified Corner Records (OCCR), by PLS 1298 at the Southwest Corner and the
 Northwest Corner of the NE1/4-SW1/4 of said Section 30 and at the Point of Intersection (PI) of
 Old State Highway 18, on the West line of said Lot 4, also shown an OCCR by PLS 1298, said
 tract monumented as shown on the Certificate of Survey drawing attached hereto which is an
 integral part of this Legal Description which cannot be separated from it, said tract

BEGINNING AT A POINT on the West line of said Lot 4, 693.80 feet N00°51'33"E of
 the Southwest Corner of said Lot 4:

thence N00°51'33"E, on the West line of said Lot 4, for a distance of 626.46 feet to the
 Northwest Corner of said Lot 4;

thence N89°43'26"E, on the North line of said Lot 4, for a distance of 595.92 feet to the
 Right Bank of the North Canadian River;

thence S75°26'33"E, on said Right Bank, for a distance of 388.51 feet;

thence S59°28'25"E, on said Right Bank, for a distance of 397.05 feet;

thence S71°36'26"E, on said Right Bank, for a distance of 95.10 feet;

thence S80°04'54"E, on said Right Bank, for a distance of 250.48 feet;

thence S84°45'29"E, on said Right Bank, for a distance of 143.52 feet;

thence S81°11'58"E, on said Right Bank, for a distance of 112.11 feet;

thence S89°18'46"E, on said Right Bank, for a distance of 306.71 feet; ●
 thence S86°58'01"E, on said Right Bank, for a distance of 202.13 feet; ●
 thence N78°44'45"E, on said Right Bank, for a distance of 247.83 feet; ●
 thence S83°49'04"E, on said Right Bank, for a distance of 35.60 feet to the West Right-
 of-Way line of the Atchison, Topeka & Santa Fe Railroad; ●
 thence S11°57'14"W, on said Railroad Right-of-Way line, for a distance of 472.14 feet; ●
 thence S89°43'27"W for a distance of 2206.55 feet; ●
 thence N00°51'33"E for a distance of 217.80; ●
 thence S89°43'27"W for a distance of 400.00 feet to the POINT OF BEGINNING. ●

K B) A Tract of land in Lot Two (2) of the Right Bank of the North Canadian River in Section Thirty (30), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, said tract further described by Rodger Whited, Professional Land Surveyor No. 1298, based on a Boundary Survey completed September 23, 2013 using a Basis of Bearing of N00°51'33"E between monuments shown on Oklahoma Certified Corner Records (OCCR), by PLS 1298, at the Southwest Corner and the Northwest Corner of the NE1/4-SW1/4 of said Section 30, said tract monumented as shown on the Certificate of Survey drawing attached hereto which is an integral part of this Legal Description which cannot be separated from it, said tract

BEGINNING AT A POINT on the South line of said Lot 2, 86.40 feet N89°43'27"E of the Southwest Corner of said Lot 2, said point also described as being on the East Right-of-Way line of the Atchison, Topeka & Santa Fe Railroad;
 thence N11°57'14"E, on said railroad right-of-way line, for a distance of 944.99 feet to the Right Bank of the North Canadian River; ●
 thence N73°09'49"E, on said Right Bank, for a distance of 211.91 feet; ●
 thence N78°58'55"E, on said Right Bank, for a distance of 185.17 feet to the West Right-of-Way line of the Shawnee-Tecumseh Traction Company Railroad; ●
 thence S02°27'36"W, on said West railroad right-of-way line, for a distance of 1019.62 feet to a point on the South line of said Lot 2 of the Right Bank; ●
 thence S89°43'27"W, on said South Line of Lot 2, for a distance of 536.56 feet to the POINT OF BEGINNING. ●

L C) A parcel of land located in Section 30, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, further described as Lots 1 thru 3 inclusive, Left Bank, North Fork Canadian River.

M D) The North Half (N1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 30; Township 10 N, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, EXCEPT a tract described as beginning at the Northwest corner of said tract,

thence East 249 feet,
 thence South 175 feet,
 thence West 249 feet,
 thence North 175 feet to the place of beginning; ●

330'

N E) Beginning 20 rods South of the Northeast Corner of the Southwest Quarter (SW1/4) of Section 30, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma,

thence West 24 rods, 396' ●
 thence South 20 rods, 330' ●
 thence East 24 rods, 396' ●
 thence North 20 rods, to the place of beginning, 330'

O F) The West 60 feet of Out Lot 1 in the Granger's Addition of Shawnee, Pottawatomie County, Oklahoma;

Reserving and excepting unto grantors their heirs, executors, administrators, and assigns one-half (1/2) of the oil, gas, and minerals in and under the surface of said land; together with all the improvements thereon and the appurtenances thereunto belonging.

P. G) A tract of land in Section 30, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, described as follows:

Beginning at the SW corner of Lot 4 on the South bank of the North Fork of the Canadian River, in said Section 30, and running
thence North 476 feet;
thence due East to the West line of the right of way of the A.T.&S.F.R.R Co.;
thence Southwesterly along said West line of the right of way to the 1/16th Section line running East and West through the Southeast Quarter of said Section 30,
thence West 389 feet to the West line of said SE/4,
thence North to the center of said Section 30,
thence West along the 1/4th Section line to the place of beginning,

LESS AND EXCEPT A TRACT of land described as beginning at the intersection of the West line of the right of way of the A.T.&S.F. RR Co. with the 1/16th Section line running East and West, through the SE/4 of said Section 30, and running
thence West 389 feet to the West line of said SE/4,
thence North 196 feet,
thence due East to the West line of the right of way of the A.T.&S.F.R.R Co.,
thence Southwesterly along the West line of said right of way to the place of beginning,

H) The Southwest Quarter of the Southeast Quarter of the Southwest Quarter (SW1/4-SE1/4-SW1/4) of Section Thirty (30), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma. This description was written by Rodger Whited, PLS 1298 on March 12, 2008 and is based on a Boundary Survey of said tract. Bearings are based on the Oklahoma State Plane Coordinate System, South Zone using N89°48'05"E between existing monuments at the Southwest Corner and the Southeast Corner of the SE1/4-SW1/4 of said Section 30, as shown on Oklahoma Certified Corner Records, on file with the Oklahoma Department Of Libraries, Archives And Records Division. This tract has been monumented as shown on the attached Certificate of Survey drawing which is an integral part of this description and should not be separated from it. The above property being more particularly described by METES AND BOUNDS as BEGINNING at the Southwest Corner of said SW1/4-SE1/4-SW1/4;

thence N00°46'30"E, on the West line of said SW1/4-SE1/4-SW1/4, for a distance of 661.87 feet to the Northwest Corner of said SW1/4-SE1/4-SW1/4; —
thence N89°42'03"E, on the North line of said SW1/4-SE1/4-SW1/4, for a distance of 658.81 feet to the Northeast Corner of said SW1/4-SE1/4-SW1/4; —
thence S00°43'50"W, on the East line of said SW1/4-SE1/4-SW1/4, for a distance of 663.02 feet to the Southeast Corner of said SW1/4-SE1/4-SW1/4; —
thence S89°48'05"W, on the South line of said SW1/4-SE1/4-SW1/4, for a distance of 659.30 feet to the point of beginning. —

I) Surface and surface right only to 20.069 acres in Sec, 30, T10N, R4E PART OF A TRACT SHOWN ON THE WARRANTY DEED FILED IN BK.3021 PG-122 The East Half of the Southeast Quarter of the Southwest Quarter (E1/2-SE1/4-SW1/4) of Section Thirty (30), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma. This description was written by Rodger Whited, PLS 1298 on December 16, 2009 and is based on a Boundary Survey of said tract. Bearings are based on the Oklahoma State Plane Coordinate System, South Zone using N89°48'05"E between existing monuments at the Southwest Corner and the Southeast Corner of the SE1/4-SW1/4 of said Section 30, as shown on Oklahoma Certified Corner Records, on file with the Oklahoma Department Of Libraries, Archives And Records Division.

This tract has been monumented as shown on the attached Certificate of Survey drawing which is an integral part of this Legal Description and can not be separated from it. The above property being more particularly described by METES AND BOUNDS as BEGINNING at the Southeast Corner of said E1/2-SE1/4-SW1/4;

thence S89°48'05"W, on the South line of said E1/2-SE1/4-SW1/4, for a distance of 659.30 feet to the Southwest Corner of said E1/2-SE1/4-SW1/4; —
thence N00°43'50"E, on the West line of said E1/2-SE1/4-SW1/4, for a distance of 1326.04 feet to the Northwest Corner of said E1/2-SE1/4-SW1/4; —
thence N89°35'59"E, on the North line of said E1/2-SE1/4-SW1/4, for a distance of 658.33 feet to the Northeast Corner of said E1/2-SE1/4-SW1/4; —

thence $S00^{\circ}41'14''W$, on the East line of said $E1/2-SE1/4-SW1/4$, for a distance of 1328.34 feet to the POINT OF BEGINNING.

J) A tract of land in Section Thirty (30), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, described by Rodger Whited, PLS 1298, on February 9, 2010, based on a Boundary Survey of said tract, using bearings based on the Oklahoma State Plane Coordinate System, South Zone, using $S89^{\circ}26'07''W$ between existing monuments at the Southeast Corner and the Southwest Corner of the Southeast Quarter ($SE1/4$) of said Section 30, said monuments as shown on Oklahoma Certified Corner Records, on file with the Oklahoma Department Of Libraries, Archives And Records Division, by PLS 1298, said tract illustrated on the attached drawing (Sheet 2 of 2) which is an integral part of this Legal Description and cannot be separated from it, said tract further described by metes and bounds as BEGINNING at the Southeast Corner of said Section 30;

thence $S89^{\circ}26'07''W$, on the South line of said Section 30, for a distance of 1757.42 feet to the east right-of-way line of the Atchison, Topeka and Santa Fe Railroad; -
thence $N11^{\circ}57'14''E$, on said railroad right-of-way line, for a distance of 1695.55 feet to the North line of the $S1/2-S1/2-NW1/4-SE1/4$ of said Section 30; -
thence $N89^{\circ}37'53''E$, on the North line of said $S1/2-S1/2-NW1/4-SE1/4$ and the North line of the $S1/2-S1/2-NE1/4-SE1/4$, for a distance of 704.27 feet to the West right-of-way line of the Shawnee-Tecumseh Traction Company railroad (now abandoned) also known as the Interurban Electric Railway; -
thence $N02^{\circ}27'36''E$, on said abandoned railroad right-of-way, for a distance of 2011.82 feet to the Right Bank of the North Canadian River; -
thence $S87^{\circ}32'24''E$, on said Right Bank, for a distance of 130.00 feet to the East right-of-way line of said abandoned railroad; -
thence $S02^{\circ}27'36''W$, on said East right-of-way line, for a distance of 1209.89 feet to the North line of Lot 1 Block 1 of the recorded plat of Riverside Addition; -
thence $S89^{\circ}36'27''W$, on the North line of said Lot 1, for a distance of 82.62 feet to the East right-of-way line of said abandoned railroad as shown on said recorded Riverside Addition plat; -
thence $S00^{\circ}43'16''W$, on said abandoned railroad right-of-way, as shown on said recorded Riverside Addition plat, for a distance of 459.00 feet; -
thence $N89^{\circ}36'27''E$, on said abandoned railroad right-of-way, as shown on said recorded Riverside Addition plat, for a distance of 15.00 feet; -
thence $S00^{\circ}43'16''W$, on said abandoned railroad right-of-way, as shown on said recorded Riverside Addition plat, for a distance of 12.00 feet; -
thence $S02^{\circ}41'56''E$, on said abandoned railroad right-of-way, as shown on said recorded Riverside Addition plat, for a distance of 134.08 feet; -
thence $S00^{\circ}43'16''W$, on said abandoned railroad right-of-way, as shown on said recorded Riverside Addition plat, for a distance of 190.00 feet to the South line of Block 5 of said plat; -
thence $N89^{\circ}36'27''E$, on said South line of Block 5 of said recorded Riverside Addition plat, for a distance of 13.00 feet; -
thence $S00^{\circ}43'16''W$, on a line parallel to and 615.00 feet west of the East line of said Section 30 and on said abandoned railroad right-of-way, for a distance of 330.00 feet; -
thence $N89^{\circ}36'27''E$ and parallel to the South line of said recorded Riverside Addition plat, for a distance of 615.00 feet to the Northeast Corner of the $SE1/4-SE1/4$ of said Section 30; -
thence $S00^{\circ}43'16''W$, on the East line of said Section 30, for a distance of 1320.69 feet to the POINT OF BEGINNING.

K) A tract of land in River Lot Nine (9) of the Right Bank of the North Canadian River in Section Thirty (30), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, lying East of the right-of-way of the Shawnee-Tecumseh Traction Company railroad, more particularly described by Rodger Whited, Professional Land Surveyor No. 1298, on April 28, 2009, using an Oklahoma Department of Transportation State Plane, South Zone bearing. Said tract was monumented as shown on the attached drawing which is hereby made an integral part of this description and can not be separated from it. Said tract described as beginning at the Southeast Corner of said Lot 9;

thence S89°34'38"W, on the South line of said Lot 9, for a distance of 615.00 feet to the East right-of-way line of the Shawnee-Tecumseh Traction Company railroad;
thence N00°41'27"E, on said East right-of-way line, for a distance of 330.00 feet;
thence N89°34'38"E for a distance of 615.00 feet to the East line of said Lot 9;
thence S00°41'27"W, on said East line, for a distance of 330.00 feet to the point of beginning.

L) A tract of land beginning at the Southwest corner of the Southwest Quarter (SW/C SW/4) of Section Thirty (30), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma and running:

thence North 175.5 feet;
thence East 248 feet;
thence South 175.5 feet;
thence West 248 feet to the place of beginning containing 1.0 acre more or less and subject to easements and rights-of-way of record.

M) A tract of land described as the Lot Eight (8) (being otherwise described as the SW/4 SW/4 of Section Thirty (30), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as follows:

Beginning at the NW corner of said Lot 8;
thence North 89 degrees 35 minutes 15 seconds East for a distance of 1262.68 feet along the north line thereof to the NE corner of said Lot 8;
thence South 00 degrees 48 minutes 21 seconds West for a distance of 1096.76 feet along the east line thereof;
thence South 89 degrees 48 minutes 22 seconds West for a distance of 270.52 feet;
thence South 00 degrees 11 minutes 38 seconds East for a distance of 220.50 feet;
thence South 89 degrees 48 minutes 22 seconds West for a distance of 723.50 feet along the south line thereof;
thence North 00 degrees 11 minutes 38 seconds West for a distance of 175.50 feet;
thence South 89 degrees 50 minutes 45 seconds West for a distance of 248.20 feet;
thence North 00 degrees 15 minutes 35 seconds West for a distance of 1136.60 feet to the Point of Beginning.

N) A TRACT OF LAND IN Lot Seven (7) of the Right Bank of the North Canadian River of Section Thirty (30), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, said tract further described by metes and bounds written by Rodger Whited, PLS 1298; on June 16, 2009, based on a Boundary Survey of said tract, as monumented and shown on the attached drawing, which is hereby made an integral part of this land description, Bearings are based S 89°37'15" W, between existing monuments at the Southeast Corner and the Southwest Corner of said Lot 7, as shown on Oklahoma Certified Corner Records (OCCR) by PLS 1298, on file with the Oklahoma Department of Libraries, Archives and Records Division. Said tract further described as BEGINNING at the Southeast Corner of said Lot 7 as shown on the OCCR by PLS 1298;

thence S 89° 37' 15" W, on the South line of said Lot 7, for a distance of 1239.08 feet to the Southwest Corner of said Lot 7 as shown on the OCCR by PLS 1298;
thence N 00° 45' 57" E, on the West Line of said Lot 7, for a distance of 917.72 feet to the point where said West Line of Lot 7 intersects the Right Bank of the North Canadian River as Surveyed by the General Land Office (GLO) and shown on the GLO Survey approved on April 4, 1873;
thence N 71° 02' 52" E, on said GLO Survey Right Bank, for a distance of 169.62 feet;
thence N 56° 02' 52" E, on said GLO Survey Right Bank, for a distance of 184.80 feet;
thence N 25° 17' 52" E, on said GLO Survey Right Bank for a distance of 244.20 feet;
thence N 09° 47' 52" E, on said GLO Survey Right Bank for a distance of 36.50 feet to a point where said GLO Survey Right Bank intersects the North Line of said Lot 7;
thence N 89° 43' 27" E, on said North Line of Lot 7, for a distance of 822.52 feet to the Northeast Corner of said Lot 7, as shown on the OCCR by PLS 1298;
thence S 00° 51' 46" W, on the East Line of said Lot 7, for a distance of 1328.60 feet to the POINT OF BEGINNING.

In Section 31, Township 10 North, Range 4 East:

Parcels of land in Section 31, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County Oklahoma, described as follows:

A
B
C
D
E
F

- A) The Northwest Quarter of the Northwest Quarter
- B) Southwest Quarter of the Northwest Quarter
- C) That part of the Southeast Quarter of the Northwest Quarter lying west of the west right-of-way line of the AT&AF railroad
- D) The north 167 feet of the Northwest Quarter of the Southwest Quarter
- E) The North 167 feet of the Northeast Quarter of the Southwest Quarter lying west of the west right-of-way line of the AT&ST railroad.
- F) A tract of land in the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4) of Section Thirty-one (31), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, said tract further described by Rodger Whited, Professional Land Surveyor No.1298, on February 28, 2013, based on a Boundary Survey thereof using a basis of bearing of N89°26'07"E between monuments at the Northwest Corner and the Northeast Corner of said NW1/4-NE1/4 as shown on Oklahoma Certified Corner Records (OCCR's), by PLS 1298, on file with the Oklahoma Department Of Libraries, Archives And Records Division, said tract monumented and shown on the attached Certificate Of Survey drawing, which is an integral part of this legal description and which cannot be separated from it, said tract further described by metes and bounds as:

COMMENCING at the Northwest Corner of said NW1/4-NE1/4;
 thence N89°26'07"E, on the North line of said NW1/4-NE1/4, for a distance of 95.60 feet to the Northwest Corner of the Quit Claim Deed recorded in Book 1386 Page 264;
 thence S00°24'26"W and parallel to the West line of said NW1/4-NE1/4 and on the West line of the Quit Claim Deed recorded in Book 1386 Page 264, for a distance of 939.01 feet to the POINT OF BEGINNING, also being the center line of Squirrel Creek, said point also described as the Southwest Corner of the Quit Claim Deed recorded in Book 1386 Page 264;
 thence N60°52'18"E, on the center line of Squirrel Creek and the South line of said Quit Claim Deed, for a distance of 67.23 feet;
 thence N82°23'35"E, on the center line of Squirrel Creek and the South line of said Quit Claim Deed, for a distance of 131.51 feet;
 thence N88°04'09"E, on the center line of Squirrel Creek and the South line of said Quit Claim Deed, for a distance of 65.00 feet;
 thence N77°10'18"E, on the center line of Squirrel Creek and the South line of said Quit Claim Deed, for a distance of 88.21 feet;
 thence N76°18'27"E, on the center line of Squirrel Creek and the South line of said Quit Claim Deed, for a distance of 83.38 feet;
 thence N72°28'47"E, on the center line of Squirrel Creek and the South line of said Quit Claim Deed, for a distance of 34.89 feet to a point 50.00 feet Northwesterly, measured perpendicular from the center line of the Burlington, Northern and Santa Fe Railroad (originally the Atchison, Topeka and Santa Fe Railroad), said point also being the Southeast Corner of said Quit Claim Deed;
 thence S11°53'06"W, on said line 50.00 feet Northwesterly, measured perpendicular from said center line of said railroad and on a line that is parallel to the center line of said railroad for a distance of 480.36 feet to the South line of said NW1/4-NE1/4;
 thence S89°33'49"W, on the South line of said NW1/4-NE1/4, for a distance of 358.05 feet to a point 95.60 feet N89°33'49"E of the Southwest Corner of said NW1/4-NE1/4;
 thence N00°24'26"E, on a line parallel to the West line of said NW1/4-NE1/4, for a distance of 370.65 feet to the POINT OF BEGINNING,

G
H
I

- G) That part of Lot 1 (Northwest Quarter of the Northwest Quarter)
- H) North half of Lot 2 (North Half of the Southwest Quarter of the Northwest Quarter)
- I) The part of the North half of the Southeast Quarter of the Northwest Quarter lying west of the east right-of-way line of Oklahoma State Highway Numbered 18.

In Section 32, Township 10 North, Range 4 East:

41 A) A piece, parcel, or tract of land located in the NW ¼ of the NW ¼ of Section 32, Township 10 North, Range 4 East of the Indian Base and Meridian, Pottawatomie County, State of Oklahoma, more particularly described as follows:

Beginning at the Northwest Corner of said NW ¼ of the NW ¼;
thence North 89°07'59" East for a distance of 665.00 feet along the North line thereof;
thence South 00°41'24" West for a distance of 336.50 feet;
thence South 89°08'29" West for a distance of 664.90 feet
thence North 00°40'24" East for a distance of 336.40 feet along the West line thereof to
The Point of Beginning.

41 B) A piece, parcel, or tract of land located in the NE ¼ of Section 32, Township 10 North, Range 4 East of the Indian Base and Meridian, Pottawatomie County, State of Oklahoma, more particularly described as follows:

Beginning at the Northeast Corner of said NE ¼;
thence South 00°02'38" West for a distance of 1986.47 feet along the east line thereof;
thence South 89°13'44" West for a distance of 2617.71 feet to a CSN 1/64;
thence North 00°19'01" East for a distance of 1978.87 feet;
thence North 89°03'31" East for a distance of 2608.40 feet to The Point of Beginning.

41 C) A tract of land described as the surface and surface rights in and to a tract of land in the West half of the Southwest Quarter (W1/2-SW1/4) of Section Thirty-two (32), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, said tract further described by Rodger Whited, Professional Land Surveyor No. 1298, on August 26, 2013, based on a Boundary Survey of said tract, using bearings based on N00°37'59"E between existing monuments at the Southwest Corner and the Northwest Corner of said W1/2-SW1/4, as monumented on Oklahoma Certified Corner Records (OCCR), on file with the Oklahoma Department Of Libraries, Archives And Records Division, this tract has been monumented as shown on the attached Certificate Of Survey drawing, hereby made an integral part of this Legal Description, which cannot be separated from it, said tract described by metes and bounds as follows:

BEGINNING at the Northwest Corner of said W1/2-SW1/4;
thence N89°03'10"E, on the North line of said W1/2-SW1/4, for a distance of 1312.50 feet to the Northeast Corner of said W1/2-SW1/4;
thence S00°30'12"W, on the East line of the NW1/4-SW1/4 of said Section 32, for a distance of 1324.12 feet to the Southeast Corner of said NW1/4-SW1/4;
thence S00°27'00"W, on the East line of said W1/2-SW1/4, for a distance of 656.67 feet to a point where the North line of Harrison Park East, if extended East, would intersect the East line of said W1/2-SW1/4, said point being 660.85 feet N00°27'00"E of the Southeast Corner of said W1/2-SW1/4;
thence S89°24'34"W, on a line which is the North line of Harrison Park East extended East and on the North line of Harrison Park East, for a distance of 1317.40 feet to the Northwest Corner of Harrison Park East, being a point on the West line of said W1/2-SW1/4, said point being 660.51 feet N00°37'59"E of the Southwest Corner of said W1/2-SW1/4;
thence N00°37'59"E, on the West line of said W1/2-SW1/4, for a distance of 1972.72 feet to the POINT OF BEGINNING.

In Section 33, Township 10 North, Range 4 East:

51 A) A tract of land described as the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) of Section Thirty-three (33), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; AND the North Half of the Northeast Quarter (N/2 NE/4) of Section Thirty-three (33), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; more particularly described as follows:

Beginning at the NE corner of said Section 33;

thence South 00 degrees 43 minutes 00 seconds East for a distance of 1326.48 feet to a found PK nail stamped L.S. 434;
thence South 89 degrees 17 minutes 37 seconds West for a distance of 3919.09 feet to a FD IP CAP434;
thence North 00 degrees 07 minutes 11 seconds West for a distance of 1325.76 feet to the north line of said Section 33 and a found pk nail;
thence North 89 degrees 18 minutes 26 seconds East for a distance of 1302.16 feet along the north line thereof to a found pk nail;
thence North 89 degrees 16 minutes 10 seconds East for a distance of 2603.12 feet to the Point of Beginning.

B) A tract of land described as the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) of Section Thirty-three (33), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; more particularly described as follows:

Beginning at the NE corner of said SW1/4 of the NW1/4;
thence South 00 degrees 09 minutes 52 seconds East for a distance of 1324.95 feet to a FD IP 434;
thence South 89 degrees 19 minutes 57 seconds West for a distance of 1310.18 feet ;
thence E North 00 degrees 05 minutes 32 seconds East for a distance of 1324.19 feet to a FD IP CAP434;
thence North 89 degrees 17 minutes 46 seconds East for a distance of 1304.26 feet to the Point of Beginning.

C) A tract of land described as the West Half of the Northwest Quarter of the Southwest Quarter (W/2 NW/4 SW/4) of Section Thirty-three (33), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; more particularly described as follows:

Beginning at the NE corner of said west half of the NW1/4 of the SW1/4;
thence South 00 degrees 01 minutes 03 seconds East for a distance of 1324.93 feet along the east line thereof;
thence South 89 degrees 23 minutes 04 seconds West for a distance of 656.57 feet along the south line thereof;
thence North 00 degrees 02 minutes 42 seconds East for a distance of 1324.33 feet to the NW corner thereof;
thence North 89 degrees 19 minutes 50 seconds East for a distance of 655.13 feet to the Point of Beginning.

In Section 34, Township 10 North, Range 4 East:

A) A tract of land in the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) AND IN THE Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4) of Section Thirty-four (34), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, said tract further described by Rodger Whited, PLS 1298, on January 26, 2011, based on a Boundary Survey of said tract. Bearings are based N89°32'26"E between the Northwest Corner and the Northeast Corner of the NW1/4 of said Section 34, as shown on Oklahoma Certified Corner Records (OCCR) by PLS 1298, on file with the Oklahoma Department Of Libraries, Archives And Records Division. This tract has been monumented as shown on the attached Certificate Of Survey drawing which is hereby made an integral part of this description and cannot be separated from it. Said tract described by metes and bounds as follows:

BEGINNING at the Northwest Corner of said Section 34;
thence N89°32'26"E, on the North line of said Section 34, for a distance of 852.14 feet to a point 468.00 feet S89°32'26"W of the NE Corner of said NW1/4-NW1/4;
thence S00°38'14"E, and parallel to the East line of said NW1/4-NW1/4, for a distance of 1378.00 feet;
thence S62°46'39"W for a distance of 475.83 feet to the East right-of-way line of the M.K. & T. Railroad (also known as the A.T. & S.F. Railroad);
thence N18°28'09"W, on said East railroad right-of-way line, for a distance of 173.87 feet;
thence S71°31'51"W, on said East railroad right-of-way line, for a distance of 25.00 feet;
thence N18°28'09"W, on said East railroad right-of-way line, for a distance of 113.75 feet to the South line of said NW1/4-NW1/4;

thence N18°28'09"W, on said East railroad right-of-way line, for a distance of 999.03 feet;

thence Northwesterly, on said East railroad right-of-way line, on a curve to the left, having a radius of 1481.59 feet and a chord of N18°58'59"W 26.58 feet, for an arc distance of 26.58 feet to the West line of said NW1/4-NW1/4;

thence N00°42'35"W, on said West line, for a distance of 351.18 feet to the POINT OF BEGINNING;

B) A tract of land in the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of Section Thirty-four (34), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, said tract further described by Rodger Whited, PLS 1298, on January 26, 2011, based on a Boundary Survey of said tract. Bearings are based N89°32'26"E between the Northwest Corner and the Northeast Corner of the NW1/4 of said Section 34, as shown on Oklahoma Certified Corner Records (OCCR) by PLS 1298, on file with the Oklahoma Department Of Libraries, Archives And Records Division. This tract has been monumented as shown on the attached Certificate Of Survey drawing which is hereby made an integral part of this description and cannot be separated from it. Said tract described by metes and bounds as follows:

BEGINNING at a point on the West line of said Section 34, said POINT OF BEGINNING being 678.24 feet S00°42'35"E of the Northwest Corner of said Section 34, said point also being on the West right-of-way line of the M.K. & T. Railroad (also known as the AT. & S.F. Railroad);

thence S18°28'09"E, on said West railroad right-of-way line, for a distance of 681.59 feet to the South line of said NW1/4-NW1/4;

thence S89°33'24"W, on said South line, for a distance of 207.90 feet to the Southwest Corner of said NW1/4-NW1/4;

thence N00°42'35"W, on the West line of said NW1/4-NW1/4, for a distance of 648.14 feet to the POINT OF BEGINNING;

In Section 35, Township 10 North, Range 4 East:

O1 A) A tract of land described as the Northeast quarter of Section 36 Township 10 North Range 3 East.

P1 B) A tract of land described as beginning 86.60 feet East of the Northwest corner of the Northeast Quarter of the Northwest Quarter (NW/C NE 1/4 NW 1/4) of Section Thirty-six (36), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County;

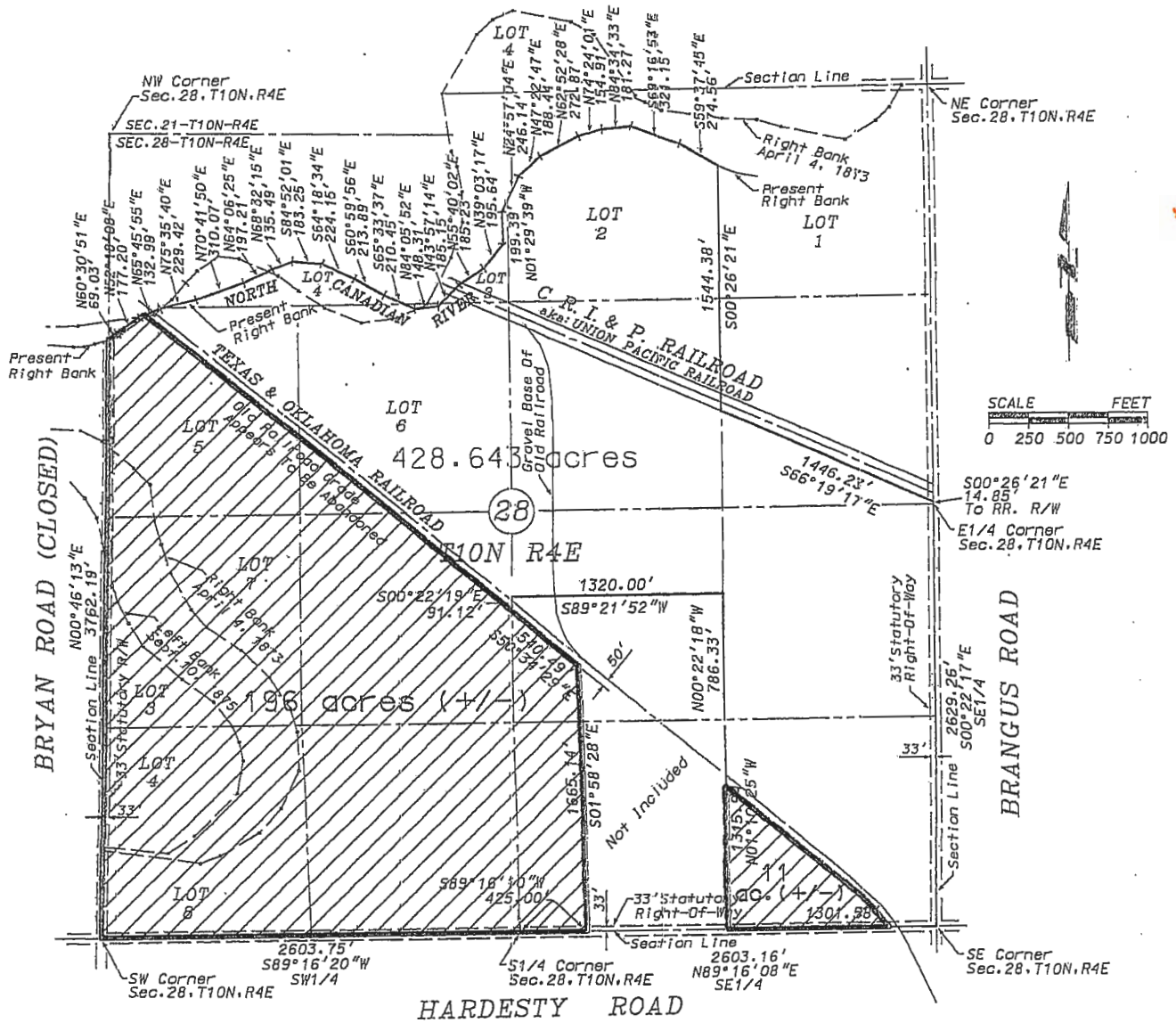
thence S00°35'W a distance of 231 feet;

thence East 220 feet;

thence N00°35'E a distance of 231 feet;

thence West a distance of 220 feet to the point of beginning.

SEC. 28, T10N, R4E, I.M.
 POTTAWATOMIE COUNTY, OKLAHOMA
 "IRON HORSE"



"IRON HORSE"

POLLARD & WHITED SURVEYING, INC. 2514 Tee Drive Norman, OK 73069 405-366-0001		Citizen Pottawatomie Nation	
		Proposed Area In Sec. 28, T10N, R4E Pottawatomie County, Oklahoma	
September 9, 2014		Drawn By: R. Whited	
CA 2380 exp. 6-30-15		28S10N4E.dgn GPS/GR3 w/FC2200	
		Sheet 1 of 1	

GORDON COOPER CORRIDOR

A corridor in Sections 30 and 31, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County Oklahoma, described as commencing at a point where the south bank of the north fork of the Canadian River and the west easement line of Gordon Cooper Drive intersect, such point being in the existing city limits of the City of Shawnee, Oklahoma; thence southward along the east easement line of Gordon Cooper Drive to a point where the east easement line of Gordon Cooper Drive intersects the north easement line of Father Murphy Drive; thence westerly to a point where the north easement line of Father Murphy Drive intersects with west easement line of Gordon Cooper Drive; thence, in a northeasterly direction along the west easement line of Gordon Cooper Drive to a point where the west easement line of Gordon Cooper Drive intersects the south bank of the north fork of the Canadian River; thence, easterly along and following the meanders of the south bank of the north fork of the Canadian River to the point of commencement.

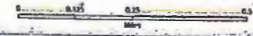
SECTION 29 CORRIDOR

A corridor in Sections 28, 29 and 32, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, commencing at a point described as where the east line of Section 29 intersects the south bank of the north fork of the Canadian River, such point of intersection being within the existing city limits of the city of Shawnee, Oklahoma; thence southerly along the east line of said section 29 to a point which is 33 feet north of the Southeast Corner (SE/c) of said section 29; thence in an easterly direction along a line 33 feet north and parallel to the south line of Section 28 approximately 3,940 feet to a point on the $\frac{1}{4}$ $\frac{1}{4}$ section line of said section 29, such point being 33 feet north of the south line of said section 28; thence in a southerly direction along the $\frac{1}{4}$ $\frac{1}{4}$ section line of said section 29, one (1) foot to a point on the $\frac{1}{4}$ $\frac{1}{4}$ section line which is 32 feet north of the south line of said section 29; thence westerly along a line which is parallel to and 32 feet north of the south line of said section 28 to a point on the east line of section 29 which is 32 feet north of the Southeast Corner (SE/c) of said section; thence in a southerly direction along the east line of sections 29 and 32 to a point described as the intersection of the east line of said section 32 and the $\frac{1}{4}$ section line of said section; thence in a westerly direction along a line parallel to the north line of said section 32 a distance of one (1) foot; thence northerly along a line parallel to and one foot (1) west of the east line of section 32 and section 29 to a point described as the intersection of a line one foot (1) west of the east section line of section 29 and the south bank of the north fork of the Canadian River; thence easterly following the meanders of the south bank of the north fork of the Canadian River to the point of commencement.

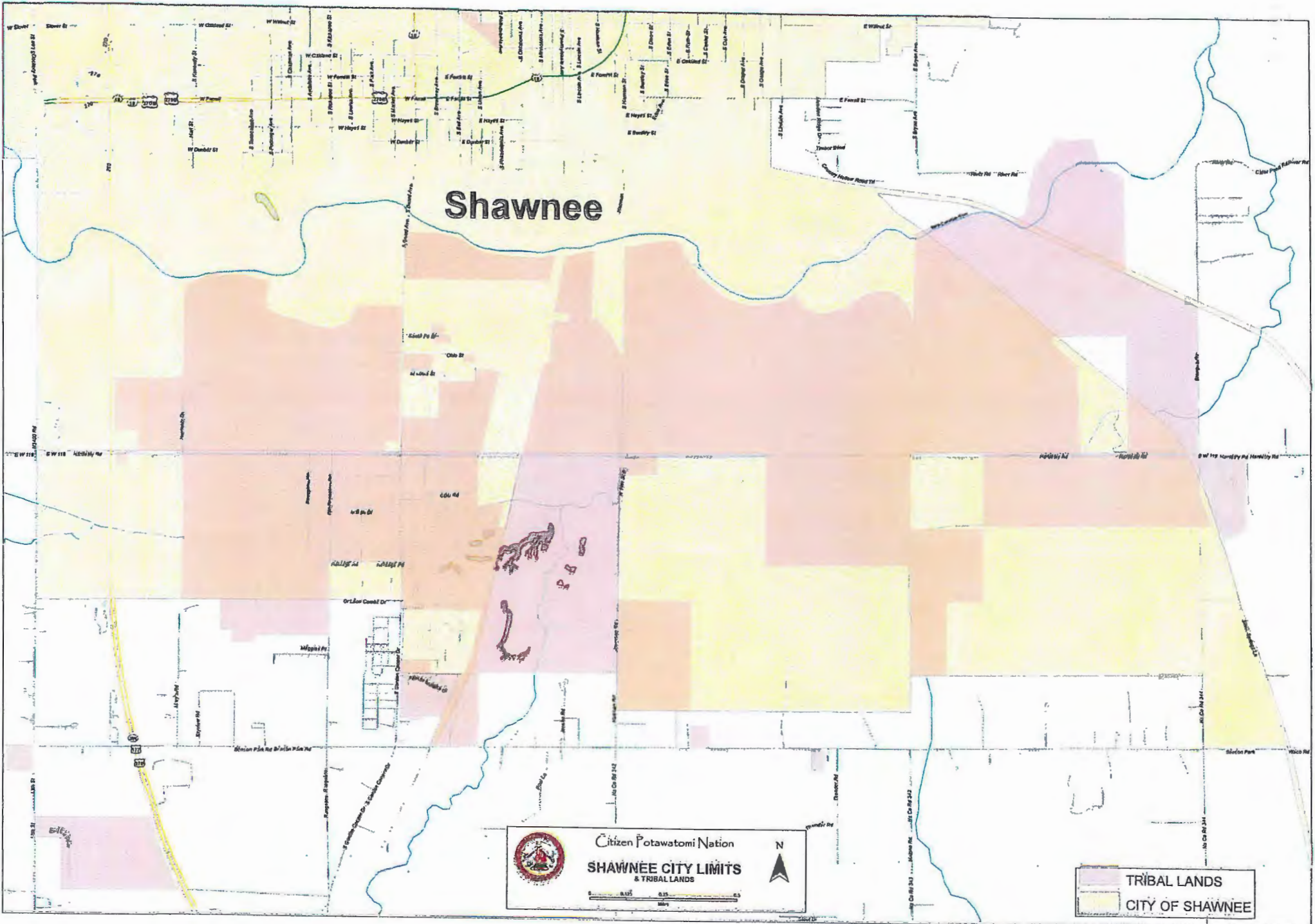
Shawnee



Citizen Potawatomi Nation
**SHAWNEE CITY LIMITS
& TRIBAL LANDS**



	TRIBAL LANDS
	CITY OF SHAWNEE



NOTICE TO THE GENERAL PUBLIC

NOTICE TO THE PUBLIC
PUBLIC HEARING

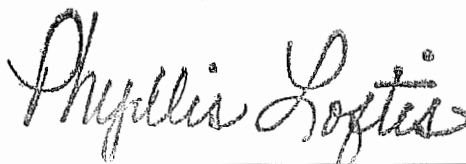
Notice is hereby given that the City Commission of the City of Shawnee, will conduct a public hearing on discussion, consideration and possible action regarding a proposal to approve the detachment petition filed by the Citizen Potawatomi Nation to detach all Citizen Potawatomi Nation lands located South of the North Canadian River from the City of Shawnee.

The public hearing will be held in the City Commission Chambers in City Hall, 16 W. 9th Shawnee, Oklahoma. The meeting time is as follows:

January 20, 2015 AT 6:30 P.M.

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the detachment request as outlined above.

Witness my hand this 31st day of December, 2014.



Phyllis Loftis - City Clerk

RECEIVED CITY CLERK'S OFFICE

Date 12-31-2014 Time 8:37 AM

ORDINANCE NO. _____

**An Ordinance Amending the Boundaries of the City of Shawnee,
Oklahoma, by Detaching Certain Properties Located South of the North
Canadian River**

WHEREAS, on the 10th day of September, 2014, an uncirculated petition seeking the detachment of property described on Attachment 1 was filed with the office of the City Clerk of the City of Shawnee; and

WHEREAS, on the 13th day of September, 2014 and also on the 20th day of September, 2014, notice of the filing of the petition was made; and

WHEREAS, on the 10th day of September, 2014, the petition was returned purportedly showing that it had been signed by all the registered voters and all the landowners in the affected area; and

WHEREAS, on the 4th day of October, 2014, the Shawnee City Clerk published a notice that she had determined that the petition was insufficient due to the failure of the owners of 75% of the land in value to sign the petition; and

WHEREAS, the Commission held a public hearing on the petition on January 20, 2015.
and

WHEREAS, the Commission finds that the determination of the City Clerk should be overruled; and

WHEREAS, the City Commissioners of the City of Shawnee have determined that the Petition should be granted;

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

Section 1: The land described in Attachment 1 and made a part hereof is detached from the City Limits of the City of Shawnee.

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

Section 3: **EFFECTIVE DATE:** Pursuant to Article II, Section 3 of the Charter of the City of Shawnee, this ordinance shall not become effective unless ratified by the voters of the City at the next available special or general election.

PASSED AND APPROVED this 20th day of January, 2015.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK
(SEAL)

APPROVED AS TO FORM AND LEGALITY THIS 20th day of January, 2015.

MARY ANN KARNS
CITY ATTORNEY

Regular Board of Commissioners

6.

Meeting Date: 01/20/2015

Sales Tax

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received January 2015.

Attachments

Sales Tax Memo

City of Shawnee Memorandum

To: Mayor and City Commissioners
CC: Justin Erickson, Interim City Manager
From: Cynthia R Sementelli, Finance Director
Date: January 12, 2015
Re: City Sales Tax Report

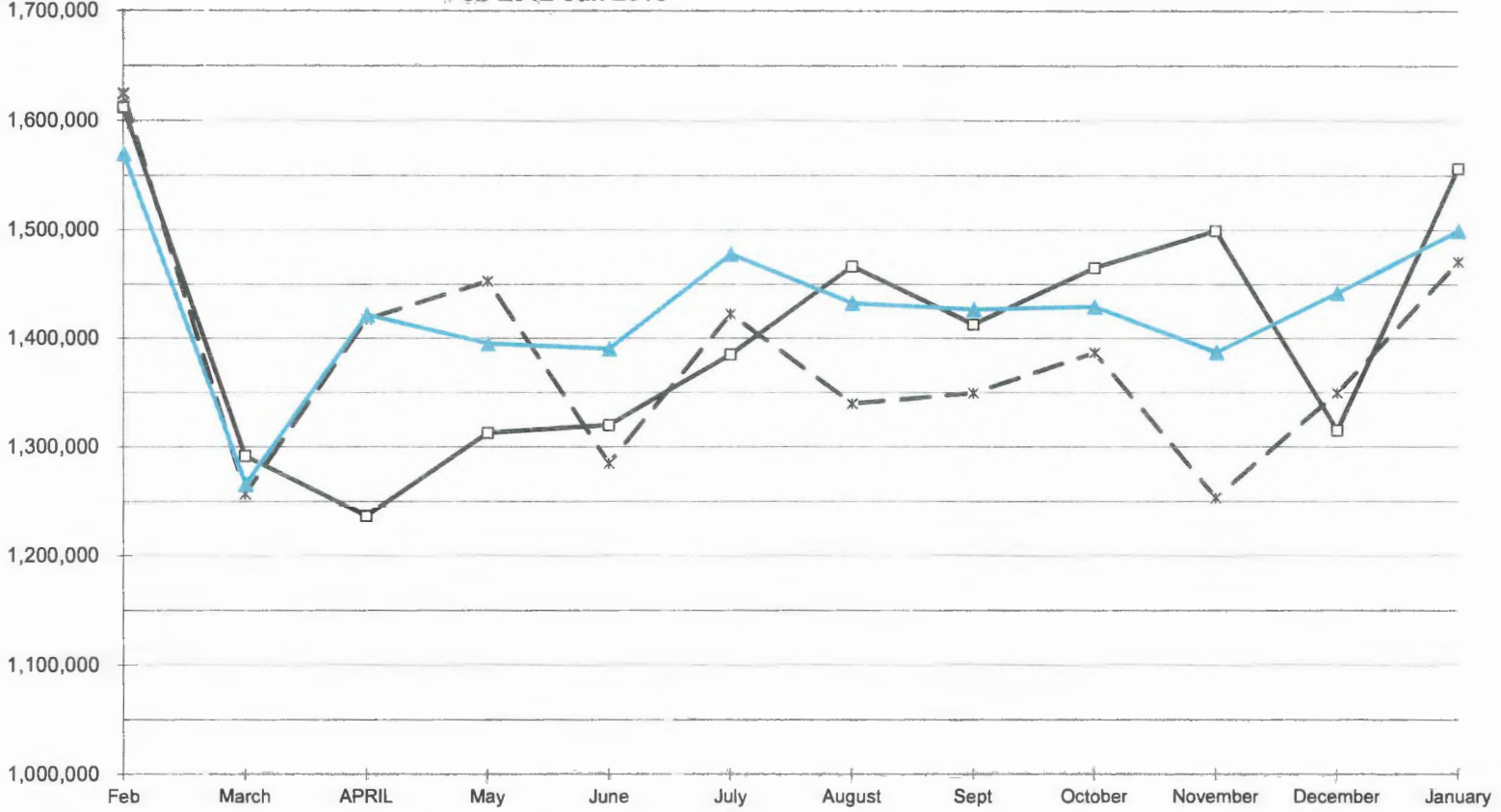


January Sales Tax collected this month was \$1,499,067 compared to last year's we are down \$57,550 or 3.7% Compared to 2013 we are up \$13,519.



	February 2012	February 2013	February 2014	Increase (Decrease)	
	through	through	through	Over Prior Year	
Month	January 2013	January 2014	January 2015	Amount	Percentage
Feb	1,624,568	1,612,070	1,569,453	(42,618)	(2.64%)
March	1,256,806	1,291,532	1,265,687	(25,845)	(2.00%)
APRIL	1,417,533	1,236,564	1,421,540	184,976	14.96%
May	1,452,759	1,312,710	1,394,972	82,262	6.27%
June	1,284,872	1,319,813	1,390,155	70,342	5.33%
July	1,422,363	1,385,055	1,477,552	92,498	6.68%
August	1,339,539	1,466,250	1,432,227	(34,023)	(2.32%)
Sept	1,349,282	1,412,708	1,426,359	13,651	0.97%
October	1,386,657	1,465,063	1,428,921	(36,142)	(2.47%)
November	1,253,140	1,499,183	1,386,855	(112,328)	(7.49%)
December	1,349,459	1,315,025	1,441,774	126,749	9.64%
January	1,470,565	1,556,616	1,499,067	(57,550)	(3.70%)
Total	16,607,543	16,872,589	17,134,561	261,972	1.55%
		Prior Year	Current Year	Increase (Decrease)	
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		10,099,900	10,092,755	(\$7,145)	(0.07%)
Removed the one time hit in Feb 2013					

**CITY OF SHAWNEE
SALES TAX COLLECTION
Feb 2012-Jan 2015**



-x- January 2012 through December 2012
 -□- January 2013 through December 2013
 -△- January 2014 through December 2014

Regular Board of Commissioners

7. a.

Meeting Date: 01/20/2015

CM Search

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Proposals for City Manager Executive Search Firm CM-001-2015 (Award)

Attachments

[CM Search RFP](#)

[CM Search List](#)

[CM Proposals](#)

REQUEST FOR PROFESSIONAL SERVICES PROPOSAL

CITY OF SHAWNEE
City Clerk's Office
16 W 9th Street, Shawnee, Oklahoma 74801
PHONE (405) 878-1609

CLOSING DATE: JAN 5, 2015
CLOSING TIME: 4:00 PM

Request for Proposal for Executive Search Services for the City of Shawnee

The Request for Professional Services Proposal is part of a competitive procurement process which will facilitate a fair opportunity for qualified firms to offer their plans and services for consideration. The process of competitive negotiation being used should not be confused with competitive sealed bidding where goods and services can be precisely described and price is generally the determination factor. The competitive Request for Proposal will provide the City the flexibility to negotiate with firms to arrive at a mutually agreeable relationship, where price alone is not the major determination factor; however, price will be a priority factor.

Organization of Request for Proposal

Page No.

1 - PURPOSE	2
2 - AWARD	2
3 - RFP ORGANIZATION SUBMITTAL	2-3
4 - CUSTOMER REFERENCES	3
5 - TERMS & CONDITIONS	3
6 - RFP STATUS	4-5
7 - SPECIFICATIONS AND OFFER	4-5
8 - NON-COLLUSION AFFIDAVIT	6

FOR QUESTIONS REGARDING THIS RFP CONTACT TAMERA JOHNSON AT (405) 878-1626.

_____, of lawful age, being first duly sworn, on oath, says:

(s)he is the agent authorized by the bidder to submit the attached RFP. Affiant further states that the bidder has not been a part to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or refrain from bidding; or with any city or town official or employee of the City of Shawnee, Oklahoma, as to quantity, quality or price in the prospective contract, or any other terms or said prospective contract; or in any discussion between bidders and any city or town official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

COMPANY NAME

COMPANY REPRESENTATIVE'S SIGNATURE

FAX NUMBER

ADDRESS

CITY STATE ZIP

Subscribed and sworn before me this _____ day of

TOLL FREE TELEPHONE NUMBER

_____, 20__

TELEPHONE NUMBER

NOTARY PUBLIC

FEDERAL EMPLOYER IDENTIFICATION NUMBER

My Commission Expires: _____

REQUEST FOR PROFESSIONAL SERVICES PROPOSAL

CITY OF SHAWNEE
City Clerk's Office
16 W 9th Street, Shawnee, Oklahoma 74801
PHONE (405) 878-1609

CLOSING DATE: JAN 5, 2015
CLOSING TIME: 4:00 PM

1. Purpose:

- 1.1 In response to the resignation of the current City Manger in January, 2105; the City of Shawnee is requesting proposals from Executive Search firms to provide professional assistance to the Mayor and City Commission of Shawnee, Oklahoma, to fill the vacancy of City Manager.

2. Award:

- 2.1. The City reserves the right to award this contract, not necessarily to the firm with the lowest cost, but to the firm that best meets the requirements and needs of the City as determined by the City.
- 2.2. Upon submission of the responses to this RFP, the City will evaluate the responses of the firms. Interviews with the finalists may be conducted by the City.

3. RFP Organization/Submittal:

- 3.1 One (1) unbound original and seven (7) bound copy (ies) of proposal(s) should be mailed or hand delivered no later than the closing date and time to the following location:

City Clerk's Office
City of Shawnee
16 W 9th Street
Shawnee, OK 74801
Phone (405) 878-1609

- 3.2 All proposals must be delivered to the City Clerk's Office for the City of Shawnee before the FINAL CLOSING DATE AND HOUR as shown on this RFP. Proposals received AFTER the time set for receipt of proposals WILL NOT BE CONSIDERED.

- 3.3 Mailed in proposals or proposals hand delivered directly to the City Clerk's Office are to be received in sealed envelopes with the name of the Proposer, RFP number (CM-001-2015), project name (City Manager Executive Search) and closing date plainly stated on the face of the sealed envelope. When submitting more than one (1) proposal, they should be in separate envelopes. All costs associated directly or indirectly with responding to this RFP including but not limited to, preparation of a response, any oral presentation or meetings required to supplement and/or clarify a proposal, which may be required by the City shall be the sole responsibility of and shall be borne by the respondent.

- 3.4 Proposals are to be original and hard copy. Facsimile proposals will not be accepted.

- 3.5 The proposal shall be in the specific format prescribed herein. Proposals should not contain promotional or display materials, and all material shall pertain to the requirements. Proposals shall be straightforward, providing a concise description of the proposer's ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content. Submitted proposals are subject to release under the Oklahoma Open Records Act.

- 3.6 Failure to provide required data to allow for evaluation of proposal or failure to complete the RFP form(s) may be grounds for rejecting the RFP.

- 3.7 All proposals must be signed and the non-collusion affidavit form must be executed and notarized at time of RFP submission.

- 3.8 Inquiries: Inquiries should be submitted in writing by mail or e-mail:

City of Shawnee
Tamera Johnson, Human Resources Director
16 W 9th Street
Shawnee, OK 74801
Email: tjohnson@Shawneeok.org

REQUEST FOR PROFESSIONAL SERVICES PROPOSAL

CITY OF SHAWNEE
City Clerk's Office
16 W 9th Street, Shawnee, Oklahoma 74801
PHONE (405) 878-1609

CLOSING DATE: JAN 5, 2015
CLOSING TIME: 4:00 PM

3.9 Schedule of Events:

Proposal Issued	12/15/2014
Proposal(s) Due	1/5/2015
Anticipated Date of Award	1/19/2015

4. Customer References:

4.1 **Provide the names and phone numbers of five (5) references for which the responder has provided executive search services, including municipalities. Include a brief description of each project with the proposal.**

4.2	Company Name	Contact	Phone No.
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

5. Terms & Conditions:

- 5.1 Terms and conditions below will govern the submission and evaluation of proposals and the award. Bidders are requested to carefully review the following:
 - 5.1.1 Award Status: The response to this RFP will be considered as a legal offer to contract. An acceptance of any proposal will be issued by the City of Shawnee in accordance with the following paragraphs of this section and constitutes a legal and binding contract.
 - 5.1.2 Contract Format/Requirements: The resulting City acceptance will incorporate this Request for Proposal. All additional agreement(s) and stipulations and the results of any final negotiations will be incorporated. The only valid conditions of the contract are the ones contained within this specification and proposal.
- 5.2 Contract Modification: All modifications and/or changes to the contract must be agreed to in writing by both parties and approved by the City prior to executing any change.
- 5.3 Contract Termination: The City may terminate any resulting contract for cause by providing a Show Cause Letter to the contractor citing the instances of noncompliance with the contract.
 - 5.3.1 If the noncompliance is not cured within 15 days, the City may terminate the contract.
 - 5.3.2 The City reserves the right to terminate the contract for convenience by providing fifteen (15) days written notice to the contractor.
- 5.4 Conflict of Interest: In the event there is a potential or actual conflict of interest, the vendor(s) shall provide full disclosure to the City of Shawnee. The City shall determine if the conflict, whether potential or actual, is material.
- 5.5 Disclosure of Proposal Content: All proposals become a matter of public record once opened. Proposals with information marked "confidential" will be rejected upon discovery of such statement. By submitting a proposal, a proposer specifically assumes any and all risks and liabilities associated with the information contained in the proposal and the release of that information.
- 5.6 Choice of Law and Venue: The resulting contract shall be construed under the laws of the State of Oklahoma and venue in any action and/or litigation commenced to enforce the contract shall be instituted in the appropriate courts in Pottawatomie County, in the State of Oklahoma.

REQUEST FOR PROFESSIONAL SERVICES PROPOSAL

CITY OF SHAWNEE
City Clerk's Office
16 W 9th Street, Shawnee, Oklahoma 74801
PHONE (405) 878-1609

CLOSING DATE: JAN 5, 2015
CLOSING TIME: 4:00 PM

5.7 Federal, State and Local Laws and Regulations: The successful contractor will comply with all laws and regulations on taxes, licenses and permits.

6. RFP Status:

6.1 City of Shawnee Rights:

6.1.1 The City of Shawnee and its designees reserve the right to determine whether a proposal is responsive and has the ability and resources to perform the contract in full and comply with the specifications.

6.1.2 The City reserves the right to reject proposal which incorporates counter proposals and conditions in the form of vendor's pre-printed clauses.

6.1.3 The City reserves the right to accept or reject all or part of any proposal, waive informalities, minor irregularities or substitute items as desired if deemed in the best interest of the City, therefore selecting the optimum proposal or issue a new RFP.

6.1.4 The City reserves the right to reject proposals when procedures stated within are not followed.

6.2 Effective Period: Proposals submitted must remain in effect for a period of sixty (60) days after the closing date. An award will be signed and issued within that time or at a negotiated later date.

6.3 Withdrawal of Proposals: Proposals may be withdrawn at any time prior to the closing date, however, the City reserves the right to withdraw vendor(s) from future proposals who have withdrawn a proposal after the closing date and prior to the effective period of RFP without the City's approval.

6.4 Changes: It shall be the proposers responsibility to bring to the attention of the City any discrepancies in, omissions from or errors in the documents, or enhancements which would be in the best interest of the City, or if they are in doubt as to the meaning of any part of this RFP.

6.5 Examinations: Before submitting a proposal, contractor shall thoroughly examine the RFP as well as location and otherwise be fully informed as to all existing conditions and limitations.

6.6 Modifications of RFP: Oral modifications will not be considered. Any bidder may modify their RFP in writing prior to date and time of RFP closing. Only modifications received in sealed envelopes with RFP number, closing date and project name clearly marked on outside will be accepted. Written confirmation must be received under the same signature as prior submitted RFP. All modifications are to be clearly numbered and dated as to determine the final one.

6.7 Sales Tax Exemption: All proposals must be submitted exclusive of Federal Excise Tax and Oklahoma State Tax. The City of Shawnee is exempt from Federal Excise Tax and Oklahoma State Tax. When proof of a tax exemption status is required, a notation should be made on this RFP and an Exemption Letter shall be furnished.

7. Specifications and RFP Offer:

7.1 Scope of Work: The successful provider shall be required to provide, at minimum, the following service(s) to assist the Mayor and City Commission in selecting the ideal candidate:

7.1.1 Working with elected officials and others deemed appropriate, profile the City's needs into a detailed recruiting strategy to support a nationwide search. This shall include, but not be limited to:

7.1.1.1 Develop a community profile to be used to attract qualified applicants.

7.1.1.2 Develop a statement of significant challenges the new city manager will face upon taking office.

7.1.1.3 Develop a position profile to include desired management style, personality traits, preferred experience, salary and benefits offered, etc.

7.1.2 Prepare a recruitment brochure to be used to attract qualified applicants, said brochure to be approved by the Mayor and City Commission prior to distribution.

7.1.3 Conduct an aggressive and proactive recruiting campaign including, but not limited to, placement of ads in appropriate publications, on-line job services, etc.

REQUEST FOR PROFESSIONAL SERVICES PROPOSAL

CITY OF SHAWNEE
City Clerk's Office
16 W 9th Street, Shawnee, Oklahoma 74801
PHONE (405) 878-1609

CLOSING DATE: JAN 5, 2015
CLOSING TIME: 4:00 PM

- 7.1.4 Network to attract applicants who meet the job description, background, and qualifications who might otherwise not apply.
- 7.1.5 Receive all applications/resumes. The City of Shawnee will refer interested parties to the Search Firm. Interested parties who do not apply through the search firm will not be considered applicants.
- 7.1.6 Screen and evaluate applicants to match the recruitment profile.
- 7.1.7 Provide the Mayor and City Commission with access to all applicant information with a comparison of applicable qualifications.
- 7.1.8 Work with the Mayor and City Commission to screen applicants into a list of finalists.
- 7.1.9 Conduct extensive background checks on finalist candidates to include criminal; credit; education verification; previous employment verification and references.
- 7.1.10 Assist the Mayor and City Commission in preparing for the interview process.
- 7.1.11 Assist the Mayor and City Commission in negotiation of an employment agreement.
- 7.2 Proposal Format: Each proposal submitted should include the following:
 - 7.2.1 A statement of qualifications, history and experience of the firm.
 - 7.2.2 Identification of key personnel who will be assigned to the project and the specific role of each individual, along with a brief professional resume for each person.
 - 7.2.3 A step by step analysis of the firm's methodology to be employed in each step of the process.
 - 7.2.4 Anticipated timelines for accomplishment of each step.
 - 7.2.5 Project description as referenced in Section 4.1.
 - 7.2.6 Non-collusion affidavit.
 - 7.2.7 Fee Proposal, as described in 7.3.
- 7.3 Fee Proposal: The fee proposal submitted shall include, at minimum, the following:
 - 7.3.1 Fees for services rendered for the total scope of work.
 - 7.3.2 Direct expense reimbursement such as travel.
 - 7.3.3 Any indirect expenses.
 - 7.3.4 Total expected fee inclusive of services and expenses.

REQUEST FOR PROFESSIONAL SERVICES PROPOSAL

CITY OF SHAWNEE
City Clerk's Office
16 W 9th Street, Shawnee, Oklahoma 74801
PHONE (405) 878-1609

CLOSING DATE: JAN 5, 2015
CLOSING TIME: 4:00 PM

NON-COLLUSION AFFIDAVIT
To Accompany Contractor's Bid

STATE OF _____)

) ss:

COUNTY OF _____)

_____ (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

1. I am the duly authorized agent of _____ (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
2. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and nay municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

Signature of Authorized Agent

Title (printed)

Subscribed and sworn to before me this _____ day of _____, 2014.

(SEAL)

My commission expires:

Notary Public

**City Manager Executive Search Firm
Consultant list
Submitted December 15, 2014
Open January 5, 2015**

Strategic Government Resources

Ron Hollifield
PO Box 1642
Keller, TX 76244
Phone: 817-337-8581
Fax: 817-796-1228
ron@governmentresource.com;

The Pace Group

P.O. Box 1502
Tupelo, MS 38802
Phone: (662) 678-1618
(662) 397-1955
john@thepacegroup.com;

Affion Public Executive Search

Jim Nuse
2120 Market Street, Suite 100
Camp Hill, PA 17011
888.321.4922 tel
717.214.4922 tel
717.214.8004 fax
info@affionpublic.com:

Municipal Solutions

875 South Estrella Parkway, PO Box 5038
Goodyear, AZ 85338
928.220.2611 / 623.207.1309
David A. Evertsen, Principal
devertsen@municipalsolutions.org;

The Mercer Group

1000 Cordova Place #726
Santa Fe, NM 87505
505-466-9500 (phone)
505-466-1274 (fax)
mercerc@mindspring.com
JMercer@mercergroupinc.com

Chell Consulting, LLC.

P.O. Box 721447
Norman, OK 73070-1447
President Larry Shelton
Tel: (405) 834-8287
E-Mail: CHELL CONSULTING
lshelton@chellconsulting.com

PROPOSAL SHEET

CITY MANAGER EXECUTIVE SEARCH FIRM

CM-001-2015

JANUARY 5, 2015

<u>PROPOSERS</u>	<u>AMOUNT</u>
<u>The Pace Group</u> Tupelo, MS	<u>\$35,000 + Expenses</u>
<u>Strategic Government Resources</u> Keller, TX	<u>\$27,000 + Expenses</u>
<u>Colin Baenziger & Associates</u> Daytona Beach Shores, FL	<u>\$23,000</u>
<u>The Mercer Group</u> Santa Fe, NM	<u>\$16,500 + Expenses</u>
<u>Affion Public Executive Search</u> Camp Hill, PA	<u>\$25,000</u>

Regular Board of Commissioners

7. b.

Meeting Date: 01/20/2015

Bid Award Pool Parking Lot

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Shawnee Pool Parking Project COS-PW-14-01 (Award)

Attachments

Pool Parking Memo

Pool Parking Notice

Pool Parking Mailing List

Pool Parking Plan Holders List

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

GARY VOGEL

LINDA AGEE

JAMES HARROD

KEITH HALL

LESA SHAW

MICHEAL DYKSTRA

MEMORANDUM

Date: January 15, 2015

To: Justin Erickson, Interim City Mgr.

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

A handwritten signature in blue ink, appearing to be 'JK' with a flourish.

Re: Award Recommendation for the "Shawnee Pool Parking Project"
(Contract No. COS-PW-14-01)

At the January 5, 2015 City Commission meeting we had the Bid Opening for the above referenced project, and received three bids from contractors. Attached are the bid tabs received from the bidders. CGC LLC was the low bid received at \$369,305.25.

Staff has compiled and reviewed the bids submitted, and will recommend to the City Commission at their January 20, 2015 Commission meeting to award the Shawnee Pool Parking Lot Project to CGC LLC as the "lowest and best bid" received in the dollar amount of \$369,305.25.

CGC LLC is the Contractor that constructed the recently completed Expo Parking Lot Improvements and whom worked very well with the City. Funding for the project will be taken from the current 302 Street Fund with the proviso that the funds will be replaced within the next several years from other funding. Finance will be having a budget amendment on the same agenda for the January 20th meeting and can further explain the funding transfer(s).

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

SHAWNEE POOL PARKING PROJECT

ITEM NO.	SPEC NO.	DESCRIPTION OF ITEM	UNIT	QNTY. NO	CGC LLC		JLT Contracting, LLC		Branco Enterprises, Inc	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	619	REMOVE STORM SEWER STREET INLET	EA	1	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 224.00	\$ 224.00
2	619	REMOVE CONCRETE CURB	LF	100	\$ 8.00	\$ 800.00	\$ 4.55	\$ 455.00	\$ 9.50	\$ 950.00
3	619	REMOVE CONCRETE PAVEMENT	S.Y.	913	\$ 9.00	\$ 8,217.00	\$ 10.25	\$ 9,358.25	\$ 16.70	\$ 15,247.10
4	619	REMOVE TREE (8"-12")	EA	4	\$ 200.00	\$ 800.00	\$ 170.00	\$ 680.00	\$ 335.00	\$ 1,340.00
5	619	REMOVE TREE (18"-30")	EA	8	\$ 500.00	\$ 4,000.00	\$ 285.00	\$ 2,280.00	\$ 504.00	\$ 4,032.00
6	619	REMOVE TREE (36"-40")	EA	2	\$ 800.00	\$ 1,600.00	\$ 570.00	\$ 1,140.00	\$ 783.00	\$ 1,566.00
7	619	REMOVE CONCRETE PICNIC TABLE	EA	4	\$ 75.00	\$ 300.00	\$ 170.00	\$ 680.00	\$ 140.00	\$ 560.00
8	619	REMOVE STORM INLET W/CONCRETE APRON	EA	4	\$ 250.00	\$ 1,000.00	\$ 400.00	\$ 1,600.00	\$ 168.00	\$ 672.00
9	619	REMOVE PIPE HANDRAIL	LF	142	\$ 13.00	\$ 1,846.00	\$ 2.30	\$ 326.60	\$ 1.00	\$ 142.00
10	619	REMOVE FRISBEE GOLF UNIT	EA	3	\$ 50.00	\$ 150.00	\$ 85.00	\$ 255.00	\$ 56.00	\$ 168.00
11	619	REMOVE STORM SEWER PIPE (12")	LF	12	\$ 12.00	\$ 144.00	\$ 11.50	\$ 138.00	\$ 11.00	\$ 132.00
12	619	REMOVE STORM SEWER PIPE (15")	LF	20	\$ 12.00	\$ 240.00	\$ 11.50	\$ 230.00	\$ 17.00	\$ 340.00
13	619	REMOVE ROCK WALL (12")	LF	8	\$ 12.00	\$ 96.00	\$ 57.00	\$ 456.00	\$ 17.00	\$ 136.00
14	619	REMOVE GRAVEL DRIVE	SY	400	\$ 6.00	\$ 2,400.00	\$ 5.70	\$ 2,280.00	\$ 5.00	\$ 2,000.00
15	619	REMOVE SIDEWALK	SY	1110	\$ 8.00	\$ 8,880.00	\$ 10.25	\$ 11,377.50	\$ 14.00	\$ 15,540.00
16	414	6" P.C. CONCRETE PAVING	SY	3340	\$ 42.00	\$ 140,280.00	\$ 51.15	\$ 170,841.00	\$ 37.00	\$ 123,580.00
17	609	6" INTEGRAL CURB	LF	1580	\$ 7.00	\$ 11,060.00	\$ 5.70	\$ 9,006.00	\$ 13.65	\$ 21,567.00
18	702	10" CKD SUBGRADE	SY	3510	\$ 9.20	\$ 32,292.00	\$ 11.50	\$ 40,365.00	\$ 10.20	\$ 35,802.00
19	610	4" P.C. CONCRETE SIDEWALK	SY	1150	\$ 38.00	\$ 43,700.00	\$ 51.15	\$ 58,822.50	\$ 46.00	\$ 52,900.00
20	610	CONCRETE SIDEWALK CURB RAMP (STANDARD)	EA	6	\$ 1,200.00	\$ 7,200.00	\$ 795.00	\$ 4,770.00	\$ 1,160.00	\$ 6,960.00
21	610	CONCRETE SIDEWALK CURB RAMP (TYPE A)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 910.00	\$ 910.00	\$ 1,368.00	\$ 1,368.00
22	854	TRAFFIC STRIPE (4" WIDE)(WHITE)(PLASTIC)	LF	1695	\$ 5.75	\$ 9,746.25	\$ 2.60	\$ 4,407.00	\$ 5.30	\$ 8,983.50
23	854	TRAFFIC STRIPE (24" WIDE)(WHITE)(PLASTIC)	LF	96	\$ 31.25	\$ 3,000.00	\$ 14.80	\$ 1,420.80	\$ 31.90	\$ 3,062.40
24	854	TRAFFIC SYMBOLS (HANDICAP)	EA	4	\$ 269.50	\$ 1,078.00	\$ 485.00	\$ 1,940.00	\$ 274.00	\$ 1,096.00
25	854	TRAFFIC SYMBOLS (ARROWS)(WHITE)(PLASTIC)	EA	4	\$ 192.50	\$ 770.00	\$ 170.00	\$ 680.00	\$ 196.00	\$ 784.00
26	850	TRAFFIC SIGN (DO NOT ENTER)	EA	2	\$ 214.50	\$ 429.00	\$ 345.00	\$ 690.00	\$ 218.00	\$ 436.00
27	850	TRAFFIC SIGN(HANDICAP-VAN ACCESSIBLE)	EA	4	\$ 170.50	\$ 682.00	\$ 345.00	\$ 1,380.00	\$ 173.00	\$ 692.00
28		CONCRETE PARKING CURBS	EA	46	\$ 75.00	\$ 3,450.00	\$ 85.00	\$ 3,910.00	\$ 75.00	\$ 3,450.00
29	510	CONCRETE RETAINING WALL W/HANDRAILS	LF	24	\$ 150.00	\$ 3,600.00	\$ 285.00	\$ 6,840.00	\$ 282.00	\$ 6,768.00
30	611	STORM SEWER AREA INLET	EA	2	\$ 800.00	\$ 1,600.00	\$ 3,410.00	\$ 6,820.00	\$ 3,709.00	\$ 7,418.00
31	611	STORM SEWER AREA INLET (W/OUT APRON)	EA	1	\$ 700.00	\$ 700.00	\$ 3,185.00	\$ 3,185.00	\$ 3,484.00	\$ 3,484.00
32	611	CONCRETE JUNCTION BOX	EA	1	\$ 5,500.00	\$ 5,500.00	\$ 5,115.00	\$ 5,115.00	\$ 4,297.00	\$ 4,297.00
33		CONCRETE FLUME (4' WIDE)	LF	27	\$ 20.00	\$ 540.00	\$ 22.75	\$ 614.25	\$ 32.00	\$ 864.00
34		CONCRETE FLUME (2' WIDE)	LF	10	\$ 20.00	\$ 200.00	\$ 22.75	\$ 227.50	\$ 22.90	\$ 229.00
35	613	STORM SEWER PIPE (18)(RCP)	LF	17	\$ 65.00	\$ 1,105.00	\$ 115.00	\$ 1,955.00	\$ 51.00	\$ 867.00
36	612	ADJUST TO GRADE(STORM SEWER MANHOLE)	EA	1	\$ 250.00	\$ 250.00	\$ 850.00	\$ 850.00	\$ 3,304.00	\$ 3,304.00
37	612	ADJUST TO GRADE(SANITARY SEWER MANHOLE)	EA	1	\$ 250.00	\$ 250.00	\$ 850.00	\$ 850.00	\$ 1,644.00	\$ 1,644.00
38	202	UNCLASSIFIED EXCAVATION	CY	214	\$ 12.50	\$ 2,675.00	\$ 17.00	\$ 3,638.00	\$ 17.00	\$ 3,638.00
39	202	SELECT BORROW	CY	870	\$ 21.00	\$ 18,270.00	\$ 22.75	\$ 19,792.50	\$ 39.00	\$ 33,930.00
40	709	3" CONDUIT (SCHEDULE 40 PVC)	LF	62	\$ 15.00	\$ 930.00	\$ 9.10	\$ 564.20	\$ 9.00	\$ 558.00
41	221	EROSION CONTROL	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 4,550.00	\$ 4,550.00	\$ 5,289.00	\$ 5,289.00
42	230	SOLID SLAB SODDING	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 22,750.00	\$ 22,750.00	\$ 41,980.00	\$ 41,980.00
43	641	MOBILIZATION	LS	1	\$ 32,000.00	\$ 32,000.00	\$ 11,370.00	\$ 11,370.00	\$ 37,730.00	\$ 37,730.00
44	642	CONSTRUCTION STAKING	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,550.00	\$ 4,550.00	\$ 4,400.00	\$ 4,400.00
45	880	TRAFFIC CONTROL	LS	1	\$ 3,025.00	\$ 3,025.00	\$ 575.00	\$ 575.00	\$ 4,600.00	\$ 4,600.00
TOTAL AMOUNT OF BASE BID						\$ 369,305.25		\$ 425,045.10		\$ 464,730.00

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, January 5, 2015**, for:

BID: CONTRACT NO. COS-PW-14-01 SHAWNEE POOL PARKING PROJECT

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 Monday, December 29, 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-14-01 SHAWNEE POOL PARKING PROJECT January 5, 2015

This project shall include approximately **the construction of entry drive lanes and parking lot**. 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, January 5, 2015**. The City of Shawnee reserves the right to reject any and all bids.



Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 
Brian E. McDougal, City Manager

Project Mailing list

A-1 DOZER & EXCAVATING
38107 – 45TH STREET
SHAWNEE, OK 74804

ACE PAVING & CONSTRUCTION INC
NBU 8108
PRAGUE OK 74864

All Roads Paving
10200 N.W. 10th Street
Oklahoma City, OK 73127

Arbor Transport & Construction
P.O. Box 1721
Norman, OK 73070

A-TECH PAVING
P O BOX 2865
EDMOND OK 73083-2865

Austin Paving
PO Box 2707
Stillwater, OK 74076

Bishop Paving
PO Box 1334
OKC,OK 73101

CGC,LLC
101 W. 5th Street
Edmond, Oklahoma 73003

Christian Construction Company
20125 180th Street
Purcell, OK 73080

Cimarron Construction Company
7409 N.W. 85th Street
OKC,OK 73132

Connelly Paving Company
P.O. Box 75450,
OKC, OK 73147

Continental Construction Corporation
5720 N. Industrial Blvd.
Edmond, OK 73034

Continental Construction
10900 Hefner Pointe Dr. Suite
202
OKC,OK 73120

Cove Creek Construction
912 East Main St.
PO Box 350
Clarksville, Arkansas 72830

CP3 Enterprises
13112 NS 3500
Maud, Oklahoma 74854

C-P Integrated Services
3007 NW 63rd Street STE 205
Oklahoma City, OK 73116

Davenport Construction
6001 N. Horseshoe Bend
Edmond, Ok 73034

DOLESE
20 N W 13TH
OKLAHOMA CITY OK 73103

Downey Contracting LLC
3217 N.E. 63rd
OKC,OK 73121

DTH Construction
35603 Moccasin Trail
McLoud, OK 74851

Duit Construction Company, Inc.
6250 Industrial Blvd.
Edmond, OK 73034

Eagle Vision Construction
PO Box 1225
Shawnee, OK 74802

Ferguson Waterworks
2220 S.E. 18th St.
OKC, Ok 73129

Forsgren, Inc.
3000 North 23rd Street
Fort Smith, Arkansas 72904

Gayler Construction Services
Rt.1 Box 318
Earlsboro, Ok 74840

Gibson & Associates, Inc
11210 Ryliecrest
Balch Springs, Texas 75180-0579

**Hardcore Concrete Construction
Group**
15 Angie Lane
Shawnee, OK 74801-3916

Project Mailing list

HASKELL LEMONS, LLC.
PO Box 75608
OKC, OK 73147

HD Supply
14701 E. 116 N
Owasso, Ok 74055

Heller Construction
PO Box 1438
Hot Springs, Arkansas 71902

Howard Construction
901 S. Spring Lane
Blanchard, OK 73010

Howards Excavating and Paving
14000 S. Meridian Ave.
OKC, Ok 73173

J & S Dozer
1822 Elmgrove Road
Muskogee, Ok 74403

Jordan Contractors
123 S. Broadway
Tecumseh, Ok 74873

Keystone Services, Inc.
P.O. Box 218
Bixby, OK 74008

**Krapff Reynolds Construction
Company**
2400 N.E. 4th Street
OKC,OK 73117

Kraus Construction
2419 N. O Street
Fort Smith, Arkansas 72901

Kustom Krete
1901 Glenn Wood Dr.
Moore, OK 73160

Landes Engineering, L.L.C.
P. O. Box 1032
Shawnee, OK 74802-1032

Legacy Services, Inc.
10020 NW 134th Street
Yukon, OK 73099

MARKWELL PAVING COMPANY
P O BOX 82005
OKC OK 73148

McWane Pipe
10012 S. Maplewood Pl
Tulsa, OK 74137

Medevelop
3847 S. Boulevard, Suite 400
Edmond, OK 73013

Meridian Contracting Inc
17500 S. Sooner Rd
Norman, OK 73071

Merryman Excavators
1501 Land Road
Woodstock, IL

Midstate Traffic Control
12501 N. Sante Fe
OKC,OK 73114

Mike Little Construction
1901 N. Kickapoo
Shawnee, OK 74804

Nash Construction Company
700 S. Irving
Oklahoma City, OK 73129

OBC Inc
PO Box 3817
Edmond, Ok 73083

Parathon Construction
PO Box 1287
Edmond, Ok 73083-1287

Pbx Corporation
PO Box 644
Sapulpa, Ok 74067

Peter Porter
4409 N. Bryan Ave.
Shawnee, OK 74804-2352, R007

PIONEER ROCK
P O BOX 176
COMMERCE OK 74339

PM Construction
131 N. Richey
Pasadena, Texas 77506

Project Mailing list

**RUDY CONSTRUCTION CO.
P O BOX 14575
OKC OK 73113**

**SAC Services
3600 S. Ross Ave.
Oklahoma City, OK 73119**

**SHELL CONSTRUCTION
P.O. Box 1178
OKC, OK 73101**

**Shiloh Enterprises, Inc.
5720 N. Industrial Blvd.
Edmond, OK 73034**

**Shoestring Enterprises LLC
PO Box 390
Olustee, OK 73560**

**Silver Star Construction, Inc.
2401 S. Broadway
Moore, OK 73160**

**TG Excavating
26016 E. Admiral Place
Catoosa, OK 74015**

**Time Striping Inc.
PO Box 1236
Van Buren, Arkansas 72957**

**TJ Campbell
6900 S SUNNYLANE
OKC OK 73135**

**Tom Hudson Paving
7400 W. HWY 33
Guthrie, OK 73044**

**Tonto Construction Inc
8101 W. 33rd Street South
Muskogee, Ok 74401**

**Traffic and Lighting Systems
13305 N. Sante Fe
OKC, OK 73114**

**Trent Construction
2200 N. Luther Road
Harrah, Ok 73045**

**T T K CONSTRUCTION
P O BOX 3681
EDMOND OK 73083**

**Urban Contractors
7113 N. Bryant Ave.
OKC, OK 73121**

**Water Works Plumbing, Inc
2613 N. Shields Blvd
Moore, Ok 73160**

**Wee Construction Co
PO Box 263
Washington, OK 73093**

**White Hawk Engineering &
Design, LLC
PO Box 7620
Moore, OK 73153-1620**

**White's Construction
2019 Spencer Dr.
Harrah, Ok 73045**

**WOOD & SONS PAVING
200 E. INTERSTATE 35
EDMOND OK 73034**

**Wynn Construction
11901 N. Eastern Ave.
OKC, OK 73131**

**Central Contracting
17301 South Sunny Lane
Norman, Ok 73071**

**Martin Marietta Materials Inc
1404 SW 89th Street
Okc, Ok 73159-6305**

**MKEC Engineering
1000 W. Wilshire suite 401
Okc, Ok 73116**

**Branco Enterprises, Inc
PO Box 459
Neosho, Missouri 64850**

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-14-01
SHAWNEE POOL PARKING PROJECT

Business Name: RUDY CONSTRUCTION CO
Contact: PHIL PRATT
Address: PO BOX 14575
OKC, OK 73111
Telephone: 405-478-9900
Fax: 405-478-9901
Cell: _____
E-Mail: PPRATT@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: CK # 58699 12/16/14

Business Name: JLT CONTRACTING LLC
Contact: TAMMY WASSON
Address: PO BOX 81
CUSHING OK 74023
Telephone: 918-225-2242
Fax: 918-225-2159
Cell: 918-688-4156
E-Mail: WASSONT@SBCGLOBAL.NET
Paid for & Picked Up Specs: CK #5579 12/16/14

Business Name: PARATHON CONSTRUCTION
Contact: JIMMY SMITH
Address: PO BOX 1287
EDMOND, OK 73083-1287
Telephone: 405-202-1572
Fax: 866-391-1572
Cell: 405-202-0643
E-Mail: PARATHONCONSTRUCTION@GMAIL.COM
Paid for & Picked Up Specs: 12/19/14

Business Name: Branco Enterprises
Contact: Bruce Johnson
Address: 10233 E. Hwy 86
Neosho, Missouri 64850
Telephone: 417-451-5250
Fax: 417-451-2851
Cell: _____
E-Mail: estimating@branco.com
Paid for & Picked Up Specs: 12/19/14 mailed pd credit card

Business Name: Pavement Repair Service Inc
Contact: Jim Scism
Address: 1315 W. Ross Ave.
Sapulpa, Ok
Telephone: 918-557-5362
Fax: 918-512-8816
Cell: 918-557-5362
E-Mail: prsjim@aol.com
Paid for & Picked Up Specs: cash 12/29/14

Business Name: A-1 Dozer
Contact: Jim Martin
Address: 38107 45th
Shawnee, Ok
Telephone: 405-275-5304 405-317-3474
Fax: 405-275-2516
Cell: 405-317-3474
E-Mail: james.martin@sbcglobal.net
Paid for & Picked Up Specs: credit 12/29/14

Business Name: CGC, LLC
Contact: Jimmy Wright
Address: 101 W. 5th Street
Edmond, Ok 73003
Telephone: 405-285-8871
Fax: 405-285-8872
Cell: _____
E-Mail: jimmie@cgcbuilds.com
Paid for & Picked Up Specs: pd ck # 31053

Business Name: _____
Contact: _____
Address: _____

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

Business Name: _____
Contact: _____
Address: _____

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