

AGENDA
BOARD OF CITY COMMISSIONERS
September 21, 2015 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

All motions will be made in the affirmative. The fact that a commissioner makes or offers a second to a motion does not mean that the commissioner must vote in favor of passage.

1. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 6.
 - b. Minutes from the September 8, 2015 regular meeting and September 14, 2015 Special Call meeting.
 - c. Acknowledge the following reports:
 - License Payment Report for August 2015
 - Project Payment Report for August 2015
 - d. Lake Lease Transfers:

TRANSFERS:

 - Lot 10 Coffman Tract, 15201 Perry Rd.
From: David and Charlotte Manning
To: David Griffin and Jeremy Higdon
 - Lot 3 Damron Tract, 33707 Belcher Rd.
From: John Stuart and Sandra Howard
To: Sandra Howard
 - Lot 14 Belcher Tract, 33202 Post Office Neck
From: James and Billie White
To: Joseph and Kristi Shiff
 - e. Confirm and approve City Manager's hiring of Michael Dru Tischer as Fire Chief.
 - f. Acknowledge Workers Compensation Settlement – Tod Duncan.

- g. Accept water line improvements for Belmont Park Addition and placing Maintenance Bond into effect.
 - h. Accept public improvements, i.e. streets & paving, sanitary sewer, and water line for the Hyatt Addition III and placing Maintenance Bonds into effect.
2. Citizens Participation
- (A three minute limit per person)
(A twelve minute limit per topic)
3. Consider an ordinance prohibiting parking on Plaza Drive from Kickapoo east on both sides of the street and on West Slover Street from Leo Street west to the Canadian River on both sides of the street. *(Traffic Commission's recommendations approved at September 8, 2015 City Commission meeting.)*
4. Consider Oklahoma Municipal Retirement Fund (OMRF) lump sum payment from Defined Benefit Plan for Charles Huff.
5. Discussion, consideration and possible action on Elaine Taylor's appeal of an Administrative Order requiring the demolition of the residential structure located at 1415 East 10th Street.
6. Consider Bids:
- a. Main St. Streetscape Project from Beard St. to Oklahoma Ave., COS-PW-14-03 (Open)
 - b. Emergency Generator at North Radio Tower Site (Open)
 - c. North Radio Tower Site Antenna System (Open)
7. Acknowledge Sales Tax Report received September 2015.
8. City Manager Update
9. New Business
- (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
10. Commissioners Comments
11. 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

1. a.

Meeting Date: 09/21/2015

Open Bids

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 6.

Regular Board of Commissioners

1. b.

Meeting Date: 09/21/2015

CC Minutes 09-08-2015

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the September 8, 2015 regular meeting and September 14, 2015 Special Call meeting.

Attachments

CC Minutes 09-08-2015

CC SC Minutes 09-14-2015

BOARD OF CITY COMMISSIONERS PROCEEDINGS
SEPTEMBER 8, 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, Tuesday, September 8, 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

Vacant

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

Micheal Dykstra

Commissioner Ward 6

ABSENT: None

INVOCATION
FLAG SALUTE

The Lord's Prayer
Led by Mayor Mainord

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

1. Consider approval of Consent Agenda:
 - a. Minutes from the August 17, 2015 regular meeting and August 31, 2015 Special Call meeting.
 - b. Acknowledge the following minutes:
 - Traffic Commission Minutes from October 28, 2014
 - Shawnee Beautification Committee Minutes from July 9, 2015
 - Shawnee Civic and Cultural Development Authority Minutes from June 18, 2015 regular meeting and July 20, 2015 Special Call meeting
 - Planning Commission Minutes from August 5, 2015

c. Budget Amendment – 2015 CDBG Entitlement Grant Fund
Allocate awarded funds for 2015-2016 CDBG Grant

d. Traffic Commission Recommendations

A. Consideration of request by Staff, to have “No Parking” at any time along Plaza Drive from Kickapoo east on both sides of the street.

STAFF RECOMMENDATION: Staff recommends approval of request.

BOARD RECOMMENDATION: Board recommends approval of request.

B. Consideration of request by Nicole Knapp, to have “No Parking” at any time along W. Slover Street from Leo Street west to the Canadian river on both sides of the street.

STAFF RECOMMENDATION: Staff recommends approval of request.

BOARD RECOMMENDATION: Board recommends approval of request.

C. Consideration of request by Staff, to make a formal request to ODOT that the traffic signal at the intersection of Kickapoo and 45th Street be upgraded to a camera system.

STAFF RECOMMENDATION: Staff recommends approval of request.

BOARD RECOMMENDATION: Board recommends approval of request.

e. Lake Lease Renewals/Transfers:

RENEWALS:

- Lot 2 Magnino A Tract, 17004 Magnino Rd
Lessees: Carl Head and Roy Denz

TRANSFERS:

- Lot 1 Seck Tract, 33700 Post Office Neck
From: Thomas Giddens
To: Dustin Bodkin
- Lot 5 Mosler Tract, 16302 Archery Range Rd.
From: Christopher and Toni Sears
To: Dean and Beverly Mabry
- Lot 4 Magnino A Tract, 17100 Magnino Rd.
From: Mark White
To: Monica and Joshua Freed
- Lot 16 Belcher Tract
From: Jason Hays and Christopher Barks
To: John Hays and Jason Hays

- f. Authorize staff to apply for sub-grant of 2016 Emergency Management Performance Grant funds from the Oklahoma Department of Emergency Management.
- g. Mayor's Appointments:

Airport Advisory Board

Donald Freeman Term to Expire 07/01/2016 Partial Term
Replaces Terry Toole - Resigned

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve Consent Agenda Item No. 1(a-g). Motion carried 6-0.

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

AGENDA ITEM NO. 2:

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

There was no Citizens Participation.

AGENDA ITEM NO. 3:

Mayor's Proclamation:
"POW/MIA Recognition Day"
September 18, 2015

Barbara White accepted the Mayor's Proclamation for "POW/MIA Recognition Day" presented by Mayor Mainord.

AGENDA ITEM NO. 4: Presentation by City Manager to Employee of the Month, Elizabeth Jill Smith, Accounting.

Jill Smith was present to accept the Employee of the Month Certificate presented by City Manager Justin Erickson.

AGENDA ITEM NO. 5: Consider a resolution approving a Project Maintenance Agreement with the Oklahoma Department of Transportation (ODOT) for maintenance of safety improvements to traffic signals at the intersections of US-177 with 45th Street and with Hardesty Road.

A staff report was given by City Engineer John Krywicki, stating that staff recommends approval. Mr. Krywicki gave details on the project, noting that Oklahoma Department of Transportation will design and bid the projects and the City of Shawnee will be responsible for maintenance once completed.

Resolution No. 6500 was introduced.

A RESOLUTION APPROVING A PROJECT MAINTENANCE AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF SAFETY IMPROVEMENTS TO TRAFFIC SIGNALS AT THE INTERSECTIONS OF US-177 WITH 45TH STREET AND WITH HARDESTY ROAD.

A motion was made by Vice Mayor Harrod , seconded by Commissioner Dykstra , to approve a resolution approving a Project Maintenance Agreement with the Oklahoma Department of Transportation (ODOT) for maintenance of safety improvements to traffic signals at the intersections of US-177 with 45th Street and with Hardesty Road. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 6: A public hearing and consideration of approving an ordinance to rezone with a Conditional Use Permit for property located

at 31701 Ingram Rd. from A-1; Rural Agricultural to A-1P; Rural Agricultural with Conditional Use Permit. Case #P12-15
Applicant: Jackie Johnson

A staff report was given by Justin DeBruin, Community Development Director. Mr. DeBruin noted that the primary residence is an 1800 square foot structure and the existing guest cottage is approximately 600 square feet. Both properties are in good condition. The lake lot is located on land owned by the Commissioners of the Land Office, who have no objection to this request. Mr. DeBruin said that the Planning Commission, as well as staff, recommends approval of this ordinance.

Mayor Mainord declared a public hearing in session to consider an ordinance to rezone with a Conditional Use Permit for property located at 31701 Ingram Rd. from A-1; Rural Agricultural to A-1P; Rural Agricultural with Conditional Use Permit. No one appeared in favor or against said rezoning and the public hearing was closed.

A motion was made by Commissioner Agee, seconded by Commissioner Shaw, to approve the ordinance to rezone with a Conditional Use Permit for property located at 31701 Ingram Rd. from A-1; Rural Agricultural to A-1P; Rural Agricultural with Conditional Use Permit.

Ordinance No. 2572NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: LOT 12 SHAWNEE SCHOOL LAND PLAT, IN S/2 & SE/4NE/4 SEC16-10N-02EIM, ACCORDING TO THE RECORDED PLAT THEREOF, REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL TO A-1P; RURAL AGRICULTURAL WITH CONDITIONAL USE PERMIT; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

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

NAY: None

Ordinance No. 2572NS was adopted by the City Commission.

AGENDA ITEM NO. 7:

A public hearing and consideration of approval of an ordinance to rezone property located at Shawnee Mall Drive, west of Union Street, CP; Planned Shopping Center District to C-3; Highway Commercial. Case #P13-15 Applicant: A-OK, LLC

A staff report was given by Justin DeBruin, Community Development Director. Mr. DeBruin noted the location of the property is west of Panda Express on Mall Drive. He gave a brief zoning history of the property stating that the Planning Commission, as well as staff recommends approval of this ordinance.

Mayor Mainord declared a public hearing in session to consider an ordinance to rezone property located at Shawnee Mall Drive, west of Union Street, CP; Planned Shopping Center District to C-3; Highway Commercial. No one appeared in favor or against said rezoning and the public hearing was closed.

A motion was made by Commissioner Hall, seconded by Commissioner Shaw, to approve the ordinance to rezone property located at Shawnee Mall Drive, west of Union Street, CP; Planned Shopping Center District to C-3; Highway Commercial.

Ordinance No. 2573NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND THAT IS PART OF LOT TWO (2), BLOCK "A" OF THE RECORDED PLAT OF SHAWNEE MALL SUBDIVISION IN THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN BASE AND MERIDIAN, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK "A" OF THE SAID PLAT; THENCE SOUTH 00°00'57" WEST A DISTANCE OF 50.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°00'57" WEST A DISTANCE OF 136.00 FEET; THENCE NORTH 89°58'57" WEST A DISTANCE OF 193.00 FEET; THENCE NORTH 00°00'57" EAST A DISTANCE OF 136.00 FEET; THENCE SOUTH 89°58'57" EAST A DISTANCE OF 193.00 FEET TO THE POINT OF BEGINNING, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA. ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM CP; PLANNED SHOPPING CENTER DISTRICT TO C-3; HIGHWAY COMMERCIAL AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

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

NAY: None

Ordinance No. 2573NS was adopted by the City Commission.

AGENDA ITEM NO. 8:

Consideration of approval of a Preliminary Plat for Sac & Fox Apartments located off Kimberly Street, Shawnee, OK. Case #S11-15 Applicant: Sac & Fox Nation Housing Authority

A staff report was given by Justin DeBruin, Community Development Director, stating that staff recommends approval of this preliminary plat.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to approve the preliminary plat for Sac & Fox Apartments located off Kimberly Street, Shawnee, OK, with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. Landscape Plans will be required concurrent with Final Plat approval.
4. A six (6') foot sidewalk shall be required along Highland Street within dedicated street Right-of-Way.
5. All other applicable City standards apply.

Motion carried 6-0.

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

NAY: None.

AGENDA ITEM NO. 9:

Discussion, consideration and possible action on Raymond Lutomski's appeal of an Administrative Order requiring the demolition of the residential structure located at 1235 East Edwards.

A staff report was given by Justin DeBruin, Community Development Director. He explained to the Commission the administrative hearing process and that Mr. Lutomski failed to appear at the hearing. The notice of hearing was posted on the property, mailed to the last known owner of the property and published in the Shawnee News Star. However, Mr. Debruin noted that in light of this property belonging to Mr. Lutomski's father and it not coming into the possess of Mr. Lutomski until recently, he would recommend allowing sixty (60) days for Mr. Lutomski to decide how he wishes to proceed with the cleaning up of this property. A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve a sixty (60) day extension of the administrative hearing order for the property located at 1235 East Edwards. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 10: Discussion, consideration and possible action on an ordinance providing for a Technology Fee and a Radio Fee to be added to fines.

Police Chief Russell Frantz spoke to the Commission regarding the potential benefits this additional fee will have for Shawnee Police Department and the Municipal Court. He stated the additional income generated by this fee may bring in between \$25,000 and \$30,000 annually and would be used to offset the costs of radios and e-ticketing devices.

A motion was made by Commissioner Shaw, seconded by Commissioner Hall, to approve the ordinance providing for a Technology Fee and a Radio Fee to be added to fines.

Ordinance No. 2574NS was introduced.

AN ORDINANCE REPEALING AND AMENDING SECTION 1-10 OF THE SHAWNEE MUNICIPAL CODE, RELATING TO PENALTIES, FINES AND FEES; PROVIDING FOR A TECHNOLOGY FEE; PROVIDING FOR A COMMUNICATIONS SUPPORT FEE; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND DECLARING AN EMERGENCY.

Motion carried 6-0.

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

NAY: None

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve emergency clause relating to Ordinance No. 2574NS. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 11: Presentation and discussion regarding the proposed Bryan Street Interchange Project.

City Manager Justin Erickson provided a PowerPoint presentation showing the timeline of events that have previously occurred regarding the proposed Bryan Street Interchange Project. Mr. Erickson concluded the presentation by answering questions from Commissioners. He further noted that nothing has been done by the City or the Oklahoma Department of Transportation on this proposed project since April, 2010. Commissioner Shaw suggested we continue the discussion of this issue at the Commission retreat scheduled for September 14, 2015.

No action was taken.

AGENDA ITEM NO. 12: New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 13: Commissioners Comments

Vice Mayor Harrod spoke about the new law going into effect in November, regarding texting and driving. He asked if the City needs to adopt a similar ordinance and stated that he had been informed that other cities had already done so. City Attorney Mary Ann Karns said she is reviewing all laws going into effect November 1st to see what response the City may need to take in regard to any of the new state laws.

Commissioner Shaw stated that the Pioneer Library System continues to be busy with around 380,000 people in their service area.

Commissioner Shaw thanked whomever has been weed eating along Bryan Street, and also asked that the property owners at the corner of Bryan and Bradley Street please mow their property.

Commissioner Agee addressed the Ward 1 City Commission vacancy stating that the Commission is not in violation of the City Charter by not appointing a City Commissioner. She noted that the Charter allows for an election if an appointment cannot be made.

Commissioner Dykstra commended the Shawnee Police Department for all of their work and dedication despite the hostilities nationwide.

Commissioner Shaw concurs with Commissioner Dykstra's comment.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (7:32 P.M.)

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

AGENDA ITEM NO. 14:

Consider an Executive Session to discuss the evaluation and consideration of contract of the City Attorney pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."

No action was taken.

AGENDA ITEM NO. 15:

Consider matters discussed in Executive Session regarding discussion of evaluation and consideration of contract of the City Attorney pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public

officer or employee." (Tabled from August 17, 2015 City Commission meeting.)

A motion was made by Commissioner Agee, seconded by Vice Mayor Harrod, to approve a contract extending the employment of the City Attorney through September 30, 2016. Motion carried 5-1.

AYE: Agee, Harrod, Mainord, Hall, Dykstra

NAY: Shaw

AGENDA ITEM NO. 16: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:36 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

**BOARD OF CITY COMMISSIONERS AND
THE BOARD OF TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY
CITY OF SHAWNEE
SPECIAL CALLED SESSION
SEPTEMBER 14, 2015**

The Board of City Commissioners and The Board of Trustees of the Shawnee Municipal Authority met in Special Called Session at the Heart of Oklahoma Exposition Center, Highway 177 and Independence Street, Shawnee, Oklahoma, Monday, September 14, 2015 at 6:00 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. The following members were in attendance and a quorum was declared.

Wes Mainord
Chairman

Vacant
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

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

NOTICE OF A CALLED SPECIAL SESSION OF THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF SHAWNEE AND THE BOARD OF TRUSTEES OF
THE SHAWNEE MUNICIPAL AUTHORITY, OKLAHOMA

TO THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE AND THE BOARD OF TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY, OKLAHOMA:

You and each of you are hereby notified that by virtue of a call issued by me on this 8th day of September, 2015, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee and the Board of Trustees of the Shawnee Municipal Authority, Oklahoma at the Heart of Oklahoma Exposition Center, Highway 177 and Independence Street, Shawnee, Oklahoma at 6:00 p.m. on the 14th day of September, 2015, and you are hereby notified to be present at said meeting. The purpose of the meeting is a work session for general discussion of issues within city government and SMA, including possible new initiatives; general discussion of city priorities, projects, goals, long-term needs and funding options; and general discussion of commission policies.

Witness my hand this 8th day of September, 2015.

(SEAL)

ATTEST:

s/s Phyllis Loftis
PHYLLIS LOFTIS, CMC
CITY CLERK

s/s Justin Erickson
JUSTIN ERICKSON
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 8th day of September, 2015 at 10:39 a.m., and executed the same by delivering a true and correct copy thereof to the Mayor and to each of the Commissioners of the Board of City Commissioners for the City of Shawnee and the Board of Trustees of the Shawnee Municipal Authority, Oklahoma as follows:

I emailed a true and correct copy to Mayor Wes Mainord via e-mail at 10:39 a.m. on September 8, 2015, but no response was received.

I emailed a true and correct copy to Commissioner Linda Agee via e-mail at 3:12 p.m. on September 8, 2015

I emailed a true and correct copy to Commissioner/Vice Mayor James Harrod via e-mail at 5:52 p.m. on September 8, 2015

I emailed a true and correct copy to Commissioner Keith Hall via e-mail at 10:46 a.m. on September 8, 2015

I emailed a true and correct copy to Commissioner Lesa Shaw via e-mail at 5:44 p.m. on September 8, 2015

I emailed a true and correct copy to Commissioner Michael Dykstra via e-mail at 10:33 p.m. on September 11, 2015

s/s Phyllis Loftis

Phyllis Loftis, CMC, City Clerk

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE AND THE BOARD OF TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY, OKLAHOMA TO BE HELD ON THE 14TH DAY OF SEPTEMBER, 2015 AT 6:00 P.M. AT THE HEART OF OKLAHOMA EXPOSITION CENTER, HIGHWAY 177 AND INDEPENDENCE STREET, SHAWNEE, OKLAHOMA. THE PURPOSE OF THE MEETING IS A WORK SESSION FOR GENERAL DISCUSSION OF ISSUES WITHIN CITY GOVERNMENT AND SMA, INCLUDING POSSIBLE NEW INITIATIVES; GENERAL DISCUSSION OF CITY PRIORITIES, PROJECTS, GOALS, LONG-TERM NEEDS AND FUNDING OPTIONS; AND GENERAL DISCUSSION OF COMMISSION POLICIES.

By virtue of the authority vested in me by Section 4, Article IV of the Charter of the City of Shawnee, Oklahoma, a Special Session of the Board of City Commissioners of the City of Shawnee and the Board of Trustees of the Shawnee Municipal Authority, Oklahoma is hereby called to meet at the Heart of Oklahoma Exposition Center, Highway 177 and Independence Street, Shawnee, Oklahoma at 6:00 p.m. on the 14th day of September, 2015 for the purpose of a work session for general discussion of issues within city government and SMA, including possible new initiatives; general discussion of city priorities, projects, goals, long-term needs and funding options; and general discussion of commission policies.

Witness my hand this 8th day of September, 2015.

JUSTIN ERICKSON
CITY MANAGER

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

THE BOARD OF CITY COMMISSIONERS AND THE TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN SPECIAL CALLED SESSION AT THE HEART OF OKLAHOMA EXPOSITION CENTER, HIGHWAY 177 AND INDEPENDENCE STREET, SHAWNEE, OKLAHOMA, MONDAY, SEPTEMBER 14, 2015 AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. MAYOR MAINORD PRESIDED AND CALLED THE MEETING TO ORDER. THE FOLLOWING MEMBERS WERE IN ATTENDANCE.

PRESENT: Agee, Harrod, Mainord, Hall, Shaw

ABSENT: Dykstra

CALL TO ORDER AT 6:00 P.M.

DECLARATION OF A QUORUM

AGENDA ITEM NO. 1:

General discussion of issues within city government and Shawnee Municipal Authority (SMA), including possible new initiatives; general discussion of city priorities, projects, goals, long-term needs and funding options; and general discussion of commission policies.

City Manager Justin Erickson presented the meeting's discussion topics. The first item discussed was the status of Fire Station No. 2. The options of repairing the building versus replacement were discussed. Estimated costs for repair is \$1.2 million with replacement estimates at \$2.2 million. Either option would require the entire site to be closed for at least one year. Reopening the old fire station on East Main was discussed as a temporary solution, although that station could not house larger fire department vehicles. Finance Director Cindy Sementelli presented three possible options to pay for the repair/replacement. Those items were:

1. Loan from General Fund – with payback over a three year period.
2. Postpone Municipal Auditorium Air Conditioning for 2 years
3. Expo loan debt service of \$833,000 pay off in December 2016

Commissioner Agee spoke against postponing the Municipal Auditorium air conditioning, with other Commissioners in agreement with her.

Staff answered questions from Commissioners regarding this project and the funding before moving on to the next topic of discussion.

The next item presented was a review of the current loans and their expected payoff dates. Those listed were:

Motorola Loan
\$320,827.62
December, 2021

Pool Loan
\$471,688.40
December, 2020

Expo Loan
\$833,187.60
December, 2016

Total debt service was listed as \$1,625,703.52.

The next item discussed was Residential Water and Sewer rates. Current rate structure was presented showing a current minimum bill, without sanitation, is \$34.20. Discussion focused on raising water rates 2% - 3% and having future increases tied to the Public Service Index. There was discussion regarding the amount of revenue that would be generated through a slight rate adjustment.

The Commission next discussed capital improvement needs for Shawnee Municipal Authority. A handout was provided by Steve Nelms, Utility Director, showing the needs and a master plan time line summary. Mr. Nelms noted that the most critical needs at this time are the Southside Wastewater Plant new headworks and digester rehab. Staff responded to questions regarding payment of these projects. Staff will work on Phase 1 of this project internally and bring before the Commission at a later time.

After a brief break, the Commission next discussed Parks & Recreation issues. Director of Operations James Bryce discussed the Parks Master Plan, notably their recommendation to consolidate some city parks. Mr. Bryce stated that he would like to keep ten parks and turn the remaining parks into greenbelt areas. After discussion and input from Commissioners, Mr. Bryce was given direction to proceed with the consolidation recommendation at his discretion. It was noted by Mayor Mainord that a line item is needed in our budget for park maintenance.

The next topic for discussion was increasing lodging taxes. A chart was provided showing the current lodging tax and total tax rate of Shawnee and seven neighboring cities. Areas that may benefit from the potential increase were dedicated funding for the Expo Center, Downtown Shawnee, Parks Department, beautification of city and economic development. Selling the property along I-40 formerly purchased by the Convention & Visitors Bureau was also discussed. The amount of 3% was discussed for the proposed increase. Commissioners further discussed presenting this issue to the voters at the next general election in June, 2016.

At the conclusion of the preplanned topics, Commissioners were given an opportunity to discuss any other item they wished.

Commissioner Shaw asked that the Visit Shawnee Inc. (VSI) financial reports provided to the City, be sent to her and the other Commissioners.

She further noted that she would like to revisit the 3% lodging tax increase, noting that she would not like it to hurt tourism or the City's ability to draw conferences to the area.

Commissioner Shaw stated in closing that she would like to put the Bryan Street interchange issue to rest, noting that it is out of the City's hands at this point.

AGENDA ITEM NO. 2:

ADJOURNMENT

There being no further business to be considered, the meeting was adjourned by power of the Chair (8:00 p.m.).

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

Regular Board of Commissioners

1. c.

Meeting Date: 09/21/2015

Acknowledge Reports

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports:

- License Payment Report for August 2015
 - Project Payment Report for August 2015
-

Attachments

License Pymt Rpt 08-2015

Project Pymt Rpt 08-2015

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION	FEE	PAYMENT DISTRIBUTION			TOTAL PAI
			PENALTY	TAX	INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	4	100.00CR			100.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	15	225.00CR			225.00
AUC	AUCTIONEER LICENSE FEE ANNUAL	1	100.00CR			100.00
BEER1	BEER CONSUMPTION ON PREMISE	3	60.00CR			60.00
BEER2	BEER PACKAGE FEE	3	30.00CR			30.00
BOATREG	BOAT REGULAR PERMIT	24	624.00CR			624.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	5	375.00CR			375.00
FISHANNUAL	FISHING ANNUAL FEE	12	180.00CR			180.00
HUNT2	MIGRATORY FOWL	2	16.00CR			16.00
IMERC	ITINERANT MERCHANT FEE	4	200.00CR			200.00
LAKEINSP	LAKE LEASE INSPECTION	2	150.00CR			150.00
LAKELEASE	LAKE LEASE	22	14,138.00CR			14,138.00
LAKEXFER	LAKE LEASE TRANFER FEE	2	2,000.00CR			2,000.00
LIQR	RETAIL LIQUOR OCCUPATIONAL TAX	3	1,800.00CR			1,800.00
MECH1	MECHANICAL CONTRACTOR INTIAL	3	300.00CR			300.00
MECH2	MECHANICAL CONTRACTOR RENEW	8	600.00CR			600.00
PLUM1	PLUMBING CONTRACTOR INITIAL	2	200.00CR			200.00
PLUM2	PLUMBING CONTRACTOR RENEW	10	775.00CR			775.00
RESAL	RESIDENTIAL SALE	105	1,050.00CR			1,050.00
SOLIC	SOLICITOR ANNUAL LICENSE	1	50.00CR			50.00
SOLID	SOLICITOR DAILY LICENSE	3	9.00CR			9.00
TREE	TREE TRIMMING LICENSE FEE	1	25.00CR			25.00
TOTAL			23,007.00CR			23,007.00

09/15/2015 12:15 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 8/01/2015 TO 8/31/
SORTED BY: PRO

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	280.00CR
001-4202	BUILDING PERMITS	18,232.52CR
001-4203	PLUMBING PERMITS	680.00CR
001-4204	ELECTRICAL PERMITS	220.00CR
001-4205	ZONING PERMITS & APPLICATIONS	228.00CR
001-4206	HEATING & A/C PERMITS	1,510.00CR
001-4249	OTHER PERMITS	250.00CR
001-4822	OTHER MISC. REVENUE	35.00CR
101-4249	OTHER PERMITS	25.00CR
501-4510	WATER TAPS	450.00CR
799-1023	BANCFIRST GENERAL	21,910.52

09/15/2015 12:15 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE:
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 8/01/2015 TO 8/31/
SORTED BY: PRO

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	1,125.71CR
B2-ADD	BUILDING CONSTRUCTION ADD	417.63CR
B3-REMODEL	BUILDING CONSTRUCTION REM	16,881.68CR
B4-CARPORT	BUILDING CARPORT	29.50CR
B4-SHELTER	BUILDING SHELTER	118.00CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	138.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,704.50CR
P3-REMODEL	PLUMBING REMODEL	892.50CR
P4-WELL	WELL PERMIT	100.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	25.00CR
X-DEMO	DEMOLITION PERMIT	50.00CR
X-PLATREV	PLAT REVIEW PRELIM	228.00CR
X-SIGN	SIGN PERMIT	100.00CR
Z-OCCUP	OCCUPANCY PERMIT	100.00CR
	TOTAL	21,910.52CR

Regular Board of Commissioners

1. d.

Meeting Date: 09/21/2015

Lake Lease

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfers:

TRANSFERS:

- Lot 10 Coffman Tract, 15201 Perry Rd.
From: David and Charlotte Manning
To: David Griffin and Jeremy Higdon
 - Lot 3 Damron Tract, 33707 Belcher Rd.
From: John Stuart and Sandra Howard
To: Sandra Howard
 - Lot 14 Belcher Tract, 33202 Post Office Neck
From: James and Billie White
To: Joseph and Kristi Shiff
-

Attachments

Lake Lease Griffin

Lake Lease Howard

Lake Lease Shiff



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

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

Date	09/21/2015	License No. #027951
Type	<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer (Fee: \$1,000)	
Commission Meeting Date	September 21 st , 2015	
Property Address	15201 Perry Rd.	
Lake Site Location	Lot 10 Coffman Tract	
Lease Dates	09/21/2015 – 09/20/2045	
Lease Fee (changes annually)	\$662.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	David Griffin & Jeremy Higdon	
Address	4271 Burnside Rd. Davis, OK 73030	
Phone	405-620-2191	
Current Lessee (Transfer From) (if applicable)		
Name(s)	David & Charlotte Manning	
Address	900 Accipiter St. Norman, OK 73072	
Phone	405-313-9700	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due: 11/14/2017)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	11/14/2012	
Misc. Comments	 Total Charges Paid: \$1,662.00	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 027951**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of September 21st, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DAVID GRIFFIN
of 4721 BURNSIDE RD., DAVIS OK 73030 ,
JEREMY HIGDON
of 4723 BURNSIDE DR., DAVIS OK 73030,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 662.00 dollars for **2015**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15201 PERRY RD
LOT 10 COFFMAN TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

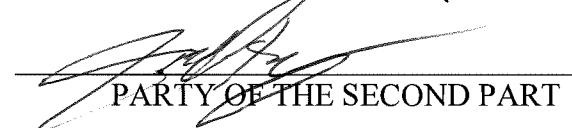
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART



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

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

Date	09/10/2015	License No. #018670
Type	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer (<i>Family</i>)
Commission Meeting Date	September 21 st , 2015	
Property Address	33707 Belcher Rd.	
Lake Site Location	Lot 3 Damron Tract	
Lease Dates	09/21/2015 – 09/20/2045	
Lease Fee (changes annually)	\$662.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	Sandra Howard	
Address	3633 Garden View Dr. Midwest City, OK 73110	
Phone	405-732-0990	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	John Stuart & Sandra Howard	
Address	3633 Garden View Dr. Midwest City, OK 73110	
Phone	405-732-0990	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due: 7/16/2017)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	7/16/2012	
Misc. Comments	Total Charges Paid: \$662.00	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 027298**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of September 21st, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

SANDRA HOWARD
of 3633 GARDEN VIEW DR MIDWEST CITY OK 73110 ,

of,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 662.00 dollars for 2015, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**33707 BELCHER RD
LOT 3 DAMRON TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the

determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and

within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK

Sandra Ann Howard
PARTY OF THE SECOND PART

PARTY OF THE SECOND PART



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

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

Date	09/10/2015	License No. #027959
Type	<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer (Fee: \$1,000)	
Commission Meeting Date	September 21 st , 2015	
Property Address	33202 Post Office Neck	
Lake Site Location	Lot 14 Belcher Tract	
Lease Dates	09/21/2015 – 09/20/2045	
Lease Fee (changes annually)	\$662.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	Joseph & Kristi Shiff	
Address	4417 SE 43 rd St. Del City, OK 73115	
Phone	405-609-9168	
Current Lessee (Transfer From) (if applicable)		
Name(s)	James & Billie White	
Address	1210 Timber Rd. Midwest City, OK 73130	
Phone	405-620-1944	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due: 7/20/2017)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	07/20/2012	
Misc. Comments	<p style="text-align: right;">Total Charges Paid: \$1,662.00</p>	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 027959**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of September 21st, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

JOSEPH SHIFF
of 4417 SE 43RD ST. DEL CITY OK 73115 ,
KRISTI SHIFF
of 4417 SE 43RD ST. DEL CITY OK 73115,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 662.00 dollars for 2015, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**33202 POST OFFICE NECK
LOT 14 BELCHER TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK

Authentisign
Joseph D Shiff
9/8/2015 11:27:05 AM
PARTY OF THE SECOND PART

Authentisign
Kristi L Shiff
9/8/2015 11:30:17 AM
PARTY OF THE SECOND PART

Regular Board of Commissioners

1. e.

Meeting Date: 09/21/2015

Tischer Appt

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Confirm and approve City Manager's hiring of Michael Dru Tischer as Fire Chief.

Attachments

Tischer Appt Memo

Mayor
WES MAINORD



The City of Shawnee
Office of the City Manager
P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1601 Fax (405) 214-4249
www.ShawneeOK.org

Commissioners
VACANT
LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHEAL DYKSTRA

MEMORANDUM

AGENDA: September 21, 2015
TO: Mayor and City Commissioners
FROM: Justin Erickson, City Manager
RE: Department Head Appointment: Fire Chief

After conducting an internal job search, reviewing applications and conducting interviews, I have extended an offer to Michael Dru Tischer to be the City's next Fire Chief, subject to approval by the City Commission. In accordance with the City Charter, *"the appointments of all heads of departments shall not become effective until they have been approved by the board of commissioners"* (Article V, Section 2).

Mr. Tischer has been with the Shawnee Fire Department since 1995. He has served as Deputy Fire Chief since November 2007 and has been Interim Fire Chief since July 2014. He holds an Associate of Applied Science degree in Municipal Fire Protection from Oklahoma State University. He also holds an Associate of Science degree in Fire Protection Technology from the same institution. Mr. Tischer resides in the City of Shawnee.

I respectfully request concurrence by the City Commission for this appointment.

Regular Board of Commissioners

1. f.

Meeting Date: 09/21/2015

WCC Duncan

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Workers Compensation Settlement – Tod Duncan.

Attachments

WCC Duncan

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

WARD 1- VACANT
WARD 2- LINDA AGEE
WARD 3- JAMES HARROD
WARD 4- KEITH HALL
WARD 5- LESA SHAW
WARD 6- MICHAEL DYKSTRA

From: Terry Cook

Worker's Compensation: Summary Information

Date:	9/14/15
Employee Name:	Tod Duncan
Date of Hire:	9/21/2011
Injury Date:	1/04/2014
Position Held at Time of Injury:	Police Officer
Type of Injury:	Right Shoulder
Amount of Order:	\$24,225.00
Type of Payment:	Court Ordered Compromised Settlement
Recommendation:	I recommend we accept this offer because the employee agreed to this settlement in the form of a Compromised Settlement. This will close the case for good on his injuries and all others known or unknown with no possibility of future medical.
Respondent Payments:	\$ 140.00 \$ 181.69 Safety Fund Tax (.75%) \$ 484.50 Workers' Compensation Administration Fund Fee (2%)

Regular Board of Commissioners

1. g.

Meeting Date: 09/21/2015

Belmont Mtc Bond

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Accept water line improvements for Belmont Park Addition and placing Maintenance Bond into effect.

Attachments

Belmont Mtc Bond

Mayor
WES MAINORD



The City of Shawnee
Engineering Department
222 N. Broadway Ave
Shawnee, Oklahoma 74801
(405) 878-1660
www.ShawneeOK.org

Commissioners

LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHAEL DYKSTRA

MEMORANDUM

Date: September 17, 2015

To: Justin Erickson, City Manager

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

A handwritten signature in blue ink, appearing to be "JK", is written over the "From:" line.

Re: Acceptance of Belmont Park Addition Public Improvements

The Belmont Park Addition development is now completed and ready for the public water line improvement to be accepted by the City. The development is the apartment complex on the east side of Acme Road approximately ¼ mile north of MacArthur. The developer paid 100% of the construction costs. The water line was installed satisfactorily and to the City of Shawnee specifications for waterline extensions. The line passed all required testing, and is now ready for acceptance by the City, and placing maintenance bond into effect.

At the September 21, 2015 City Commission meeting, staff will recommend acceptance of the public improvement and placing maintenance bond into effect.

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

COPY

MAINTENANCE BOND

Bond No SSB0414234

KNOW ALL MEN BY THESE PRESENTS:

That Belmont Park LLC.

as Principal, and RLI Insurance Company, Contractors Bonding and Insurance Company

a corporation organized under the laws of the State of Oklahoma and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the SHAWNEE

MUNICIPAL AUTHORITY, City of Shawnee in penal sum of Forty Five Thousand and no/100-- Dollars (\$ 45,000.00-----) in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent (10%) for one (1) year after completion and final acceptance (total of 2 years maintenance), for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this 2nd day of June, 2015.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

City of Shawnee, dated, 2015, for (State or Other Entity)

Construction/installation of water, sewer and storm sewer in the area of 13807 Acme Road, Shawnee, OK 74804

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

MB 1

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Shawnee

Municipal Authority/City of Shawnee Beneficiary all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years ({one hundred (100%) percent for first year, ten (10%) for one year thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the Shawnee Municipal Authority/City of Shawnee Beneficiary; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold Shawnee Municipal Authority/City of Shawnee Beneficiary harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

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



ATTEST:

Principal: Belmont Park LLC.

BY

TITLE

(SEAL)

ATTEST:

Attorney-in-Fact

SURETY:

RLI Insurance Company
Contractors Bonding and Insurance Company

BY

NAME

Kathy Burns



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Alan D. Terrill, John W. Bowers, III, John W. Bowers IV, Donald C. Bowers, Chris Wells, Don Croka, Rex Hughes, Jerry Oden, Donna Benell, Natalie Garrett, Kathy Burns, Adelaida Sutton, Stephanie Bailey, jointly or severally

in the City of Oklahoma City, State of Oklahoma, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 20th day of April, 2015.

State of Illinois
County of Peoria

} SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die Vice President

CERTIFICATE

I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 2nd day of June, 2015.

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die Vice President

Jacqueline M. Bockler
Notary Public



Regular Board of Commissioners

1. h.

Meeting Date: 09/21/2015

Hyatt Mtc Bond

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Accept public improvements, i.e. streets & paving, sanitary sewer, and water line for the Hyatt Addition III and placing Maintenance Bonds into effect.

Attachments

Hyatt Mtc Bond

Mayor
WES MAINORD



The City of Shawnee
Engineering Department
222 N. Broadway Ave
Shawnee, Oklahoma 74801
(405) 878-1660
www.ShawneeOK.org

Commissioners

LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHAEL DYKSTRA

MEMORANDUM

Date: September 17, 2015

To: Justin Erickson, City Manager

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

A handwritten signature in blue ink, appearing to be "JK", is written over the name "John Krywicki, P.E., City Engineer".

Re: Acceptance of Hyatt Addition Section III Public Improvements

The Hyatt Addition Section III is a housing addition located on the south side of 45th Street east of Harrison. The required public improvements, i.e. streets and paving, sanitary sewer, and water lines have now been completed and are ready for acceptance by the City. All improvements were satisfactorily installed to the City's specifications and have met all required testing. The developer paid 100% of all construction costs and required maintenance bonds on all improvements have been submitted.

At the September 21, 2015 City Commission meeting, staff will recommend acceptance of the public improvements and placing maintenance bonds into effect.

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

Granite Re, Inc.

Bond# GR30535

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned
 Wee Construction, P.O. Box 263, Washington, OK 73093, as Principal and Granite Re, Inc.,
 a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the
 State of Oklahoma, as Surety, are held and firmly bound unto: City of Shawnee
 P.O. Box 1448, Shawnee, OK 74802-1448, in the penal sum of
 Seven Thousand Two Hundred Eighty One Dollars & 20/100 (\$7,281.20) Dollars, for the payment of which
 well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
 administrators, successors, and assigns.

Signed this 14th day of January, 2015

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal
 did on the 10th day of December, 2014 enter
 into a contract with the City of Shawnee, P.O. Box 1448, Shawnee, OK 74802-1448 for

Water to Serve Hyatt Addition Section 3

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

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

Principal Wee Construction
 BY: Eric Hardy
 Title President

Granite Re, Inc.
 Surety
 BY: Robbie Loyd
 Robbie Loyd, Attorney-in-Fact

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; SUSANNE CUSIMANO; DWIGHT A. PILGRIM; SHELLI R. SAMSEL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; SUSANNE CUSIMANO; DWIGHT A. PILGRIM; SHELLI R. SAMSEL may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 23rd day of September, 2013.

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)



Kenneth D. Whittington
 Kenneth D. Whittington, President

Kyle P. McDonald
 Kyle P. McDonald, Treasurer

On this 23rd day of September, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
 August 8, 2017
 Commission #: 01013257



Kathleen L. Carlson
 Notary Public

GRANITE RE, INC. Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14th day of JAN, 2015.



Kyle P. McDonald
 Kyle P. McDonald, Secretary/Treasurer

Granite Re, Inc.

Bond# GR30534

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned
 Wee Construction, P.O. Box 263, Washington, OK 73093, as Principal and Granite Re, Inc.,
 a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the
 State of Oklahoma, as Surety, are held and firmly bound unto: City of Shawnee
 P.O. Box 1448, Shawnee, OK 74802-1448, in the penal sum of
 Eight Thousand Five Hundred Sixty Seven Dollars & 03/100 (\$8,567.03) Dollars, for the payment of which
 well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
 administrators, successors, and assigns.

Signed this 14th day of January, 2015

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal
 did on the 7th day of January, 2015 enter
 into a contract with the City of Shawnee, P.O. Box 1448, Shawnee, OK 74802-1448 for
 Sewer to Serve Hyatt Addition Section 3

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

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

Principal Wee Construction
 BY: Evin H. Dyer
 Title President

Granite Re, Inc.
 Surety
 BY: Robbie Loyd
 Robbie Loyd, Attorney-in-Fact

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; SUSANNE CUSIMANO; DWIGHT A. PILGRIM; SHELLI R. SAMSEL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; SUSANNE CUSIMANO; DWIGHT A. PILGRIM; SHELLI R. SAMSEL may lawfully do in the premises by virtue of these presents.

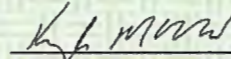
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 23rd day of September, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

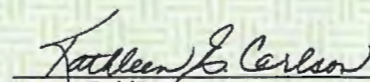


Kyle P. McDonald, Treasurer

On this 23rd day of September, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Notary Public

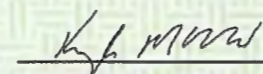
GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14th day of JAN, 2015.





Kyle P. McDonald, Secretary/Treasurer

MAINTENANCE BOND

#CBB40687

KNOW ALL MEN BY THESE PRESENTS:

That Howard's Excavating & Paving, 901 Riverview Dr., Newcastle OK 73065-4369, as Principal, and National American Insurance Company, 1010 Manvel Ave., Chandler OK 74834, a corporation organized under the laws of the State of Oklahoma and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Shawnee in penal sum of **Three Hundred Thirty Nine Thousand Nine Hundred Twelve & 50/100**

Dollars (\$ 339,912.50) in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent (10%) for four (4) years after completion and final acceptance (total of 5 years maintenance), for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this 8th day of April, 2015.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Medhi Azimi, dated March 31, 2015, for
(State or Other Entity)

HYATT SEC. III STREET PAVING

all in compliance with the plans and specifications therefore, made a part of said

Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

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

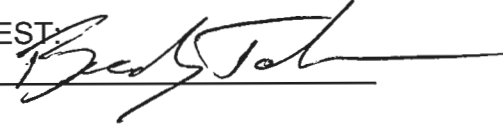
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

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

(SEAL)

Principal:

ATTEST:



Howard's Excavating & Paving

BY 

TITLE President

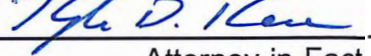
(SEAL)

SURETY:

ATTEST:



National American Insurance Company

BY 
Attorney-in-Fact.

NAME Kyle D. Reser

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB40687

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

W.M. McNeill; Cody McNeill; Todd Triplett; Lisa Sherman; John L. Birsner; Kyle D. Reser

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The authority of said Attorney-in-fact to bind the company shall not exceed \$3,000,000 for any single bond.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



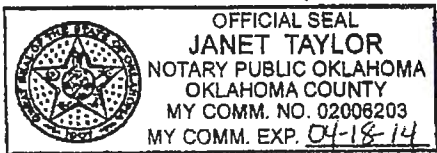
NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2011, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 18, 2014
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 26th day of April, 2015



Joyce M. Seitz

Joyce M. Seitz, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/9/2015

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

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

PRODUCER Insurance Agency of Mid America Inc 10009 S Penn, Building E PO Box 890300 Oklahoma City OK 73189	CONTACT NAME: Beverly McCool	
	PHONE (A/C, No, Ext): (405) 691-0016	FAX (A/C, No): (405) 691-0415
	E-MAIL ADDRESS: bmccool@midamericainc.com	
INSURED Iris Hills Enterprises Inc dba Howard's Excavating & Paving 901 Riverview Dr Newcastle OK 73065	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Valley Forge Insurance Co	NAIC # 20508
	INSURER B: Continental Insurance Company	35289
	INSURER C: Continental Casualty Co	20443
	INSURER D: National Fire Ins Co of	20478
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2015 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			5099424028	3/1/2015	3/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			5099424045	3/1/2015	3/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		5099424031	3/1/2015	3/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5099424014	3/1/2015	3/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Scheduled Equipment			5099424028	3/1/2015	3/1/2016	Limit (Deductible \$1000) \$190,371
A	Leased / Rented Equipment			5099424028	3/1/2015	3/1/2016	Limit (Deductible \$1000) \$190,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Hyatt Addition Sec 3.

CERTIFICATE HOLDER City of Shawnee 16 W 9th St/PO Box 1448 Shawnee, OK 74801 (74802-1448)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kyle Reser/BM

Regular Board of Commissioners

3.

Meeting Date: 09/21/2015

No Parking Ord

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider an ordinance prohibiting parking on Plaza Drive from Kickapoo east on both sides of the street and on West Slover Street from Leo Street west to the Canadian River on both sides of the street.

(Traffic Commission's recommendations approved at September 8, 2015 City Commission meeting.)

Attachments

No Parking Ord

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 16-138, CHAPTER 16, ARTICLE V OF THE CODE OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING FOR NO PARKING ON PORTIONS OF CERTAIN STREETS; NAMING SAID STREETS; DESIGNATING THE PORTIONS WHERE PARKING IS PROHIBITED AND OTHER CONDITIONS RELATING TO PARKING; AND DECLARING AN EMERGENCY.

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

Section 1. That Section 16-138, Chapter 16, Article V of the Code of the City of Shawnee, Oklahoma, be and the same is hereby amended to read as follows:

The following No Parking Zones are hereby established in the City; and the parking or standing of vehicles is prohibited at all times within any of the following zones:

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
N. Aydelotte Ave.	Midland to Franklin Ave.	Both
N. Aydelotte Ave.	2100 Block	East
S. Beard St.	From 7 th St. south 250 feet	East
S. Beard St.	7 th St. to Main St.	East
N. Beard St.	1800 Block – 8:00 A.M. to 4:00 P.M. School Days	West
S. Bell St.	From southeast corner of Bell St. And 7 th St. south 46 feet	East
N. Bell St.	10 th St. north around cul-de-sac	North
N. Bell St.	Highland Ave. to Ridgewood Ave.	West
E. Bentley St.	900 Block	North
S. Broadway Ave.	7 th St. to Forrest Ave.	West
S. Broadway Ave.	600 Block	Both
N. Broadway Ave.	From 124 N. Broadway Ave. North to 9 th St.	East
N. Broadway Ave.	From southeast corner of Broadway Ave. and Highland Ave. south 128 feet	East
N. Broadway Ave.	700 Block N. Broadway between Dewey and Wallace	East
N. Broadway Ave.	Highland Ave. to Ridgewood Ave.	Both
N. Broadway Ave.	From Ridgewood Ave. north 391 feet	West
N. Broadway Ave.	150 feet north and south of Wallace	Both
Bryan Street	From Highland south to the city limits line	Both
E. Cammack	Oklahoma Ave. to the Atchison, Topeka and Santa Fe Railroad right-of-way	North
N. Center St.	Independence Ave. to Bradley St.	East
N. Chapman Ave.	Benedict St. to Dewey St.	East
N. Chapman Ave.	From the southwest corner of Wallace St. and Chapman Ave. south 66 feet	West
N. Chapman Ave.	2200 Block from 7:00 a.m. to 5:00 p.m.	Both
W. Chicago Ave.	Kickapoo St. to Park St.	South
W. Chicago Ave.	Kickapoo St. east to alley at mid-block	North
E. Dewey St.	100 Block E. Dewey between Hobson St. and Bell St.	South
W. Dewey St.	From Kickapoo St. east to Louisa St.	Both
W. Dewey St.	300 Block	North

W. Dewey St.	From Park St. East to Broadway Ave.	South
S. Dixon St.	From Main St. south to Walnut St.	Both
N. Dorothy Ave.	W. Highland Ave. to W. Ridgewood Ave.	Both
N. Dorothy Ave.	Franklin Ave. to Rosa Ave.	Both
N. Dorothy Ave.	Federal Ave. to Midland Ave.	West
N. Douglas St.	From Highland Ave. north 35 feet	West
N. Douglas St.	Highland Ave. to Ridgewood Ave.	East
S. Draper St.	Main St. to Walnut St.	West
N. Draper St.	9 th St. to Whittaker St.	West
N. Draper St.	From Highland to Whittaker	Both
N. Draper St.	100 feet south of Highland	West
Dunbar Street	Between Bell St. and Philadelphia St.	South
S. Eden St.	258 feet south of Main St.	West
S. Eden St.	Main St. to Walnut St.	East
Ellis Drive	From West Rosa south to dead end (except from 5:00 a.m. to 10:00 p.m.)	Both
N. Elm	500 Block	Both
Emmett St.	From Beard St. west 125 feet	South
Federal Ave.	From Harrison St. west to Airport Dr.	Both
W. Ford St.	Pottenger St. west to Kennedy St.	Both
W. Franklin Ave.	From the northwest corner of Franklin Ave. and Kickapoo St. west 144 feet	North
W. Franklin Ave.	Kickapoo St. to the City Airport	South
Gordon Cooper Drive	From Beard Street Bridge south to the Shawnee-Tecumseh city limits	Both
Harrison-Farrall Loop	Highway 1-40 to Highway 177	Both
E. Hayes	Broadway to Bell	Both
W. Hayes Ave.	From northeast corner of Louisa and Hayes Ave. east 25 feet	North
W. Hayes Ave.	Beginning at a point 98 ft. east of the east edge of the pavement of Kickapoo St. at the intersection with Hayes, thence east along the south side of Hayes 80 feet	South
Highland Ave.	From Kickapoo to Bryan	Both
Independence Ave.	Highway 177 to Bryan	Both
N. Ione St.	500 Block	Both
N. Kennedy St.	Benedict St. to Kickapoo Spur	Both
N. Kennedy St.	300 Block and 400 Block	Both
N. Kickapoo St.	Main St. to 45 th St.	Both
S. Kickapoo St.	From Farrall to Main St.	Both
N. Leo St.	From the point of the intersection of Leo and the entrance to the Heart of Oklahoma Exposition Center, north to Rosa Street	Both
S. Lindale St.	From 7 th Street to Walnut Street	Both
S. Louisa	From the northeast corner of Louisa St. and Hayes Ave. north 25 feet	East
N. Louisa	From the southwest corner of Louisa St. and Dill St. south 113 feet	West
N. Louisa	700 block-300 ft. south from intersection of Wallace & Louisa (7:00 a.m.- 4:00 p.m. Mon.- Fri.)	East
MacArthur Blvd.	West city Limits to Bryan except for north side of MacArthur between University Parkway Entrance and exit onto MacArthur at OBU	Both
W. Main St.	Park St. to Kickapoo St.	Both

E. Main St.	From the northeast corner of Main St. and Philadelphia Ave. east 100 feet	North
E. Main St.	From Eden St. east 115 feet	South
E. Main St.	Fire Station No. 2 Drive	South
E. Main St.	105 feet west of Harrison	South
E. Main St.	1100 Block	North
N. Market St.	Main St. to Highland Ave.	East
N. Market St.	From the northeast corner of Market St. and Highland Ave. north 82 feet	East
N. Market St.	8:00 a.m. to 4:00 p.m. Loading & Unloading Only From Emmett to the end of Wilson School property	East
N. McKinley	500 block	Both
S. McKinley	Main St. to Oakland Ave.	West
W. Midland	Between Kickapoo St. and Pottenger St.	Both
N. Oklahoma	From 9 th St. south 220 feet	West
S. Osage	From the southeast corner of Osage St. and Walnut St. south 84 feet	East
S. Park St.	Dunbar Ave. to Hayes Ave.	West
S. Pennsylvania Ave.	7 th St. to Oakland Ave.	West
S. Pennsylvania Ave.	From the northeast corner of Oakland Ave. and Pennsylvania Ave. North 36 feet	East
N. Pesotum St.	Highland Ave. to Seneca Dr.	East
S. Philadelphia Ave.	7 th St. to Oakland Ave.	West
N. Philadelphia Ave.	Main St. to 9 th St.	East
N. Philadelphia Ave.	10 th to Highland Ave.	East
N. Philadelphia Ave.	From the northwest corner of Highland Ave. and Philadelphia Ave., north to Ridgewood Ave.	West
N. Philadelphia Ave.	From the northeast corner of Highland Ave. and Philadelphia Ave. north 315	East
N. Philadelphia Ave.	From the northwest corner of Philadelphia Ave. and Ridgewood Ave. North 45 feet	West
Plaza Dr.	From Kickapoo St. East	Both
W. Poplar	From Kickapoo St. to Pottenger St.	North
N. Pottenger	From Burns to Dewey	Both
W. Pulaski Ave.	Kickapoo St. to Park St.	West
E. Remington	Pesotum St. to Bryan St.	Both
E. Ridgewood Ave.	Union Ave. to Philadelphia Ave.	Both
E. Ridgewood Ave.	Douglas St. to Bell St.	North
Saratoga	Airport Drive to Kickapoo St.	North
Seneca Dr.	Pesotum St. to Sequoyah Dr.	West
Sequoyah Dr.	From Cherokee Drive to Independence Ave. (Except for loading/unloading 7:30 – 8:30 a.m. & 2:30 – 3:30 p.m. Monday through Friday – west side only)	Both
N. Shawnee Ave.	Main St. to 9 th St.	East
N. Shawnee Ave.	10 th St. to Highland Ave.	East
W. Slover St.	From Leo St. West to Canadian River	Both
N. Tennessee St.	From Main St. 150 feet north	East
N. Tucker Ave.	Main St. north 89 feet	West
N. Tucker Ave.	From 60 feet south of 10 th St. to a point 60 feet north of 10 th St.	Both
N. Tucker Ave.	From Darrow to Wallace	West
N. Tucker Ave.	Between Highland and Wallace	Both
N. Tucker Ave.	From Wallace to Grant	West
S. Union Ave.	From the southwest corner of Union Ave. and 7 th St. south 32 feet	West

S. Union Ave.	From the southeast corner of Union Ave. and 7 th St. south 32 feet	East
N. Union Ave.	Entrance to Municipal Parking Lot "A" at 9 th St. and Union Ave. north to 9 th St.	West
N. Union Ave.	From 9 th St. north 127 feet	West
N. Union Ave.	From 9 th St. north 160 feet	East
N. Union Ave.	From 10 th St. south 125 feet	East
N. Union Ave.	From Highland Ave. south 130 feet	East
N. Union Ave.	Highland Ave. to Ridgewood Ave. (No Parking, Loading or Unloading)	West
N. Union Ave.	Ridgewood Ave. to Independence Ave.	Both
N. Union Ave.	Chicago Ave. to MacArthur Blvd.	Both
W. University	Airport Drive to Kickapoo St.	Both
W. Wallace St.	Kickapoo St. west 141 feet	South
W. Wallace St.	Kickapoo St. east to Broadway Ave.	North
W. Wallace St.	From alley between Kickapoo St and Louisa St. east to Broadway Ave. (Except of Sundays)	South
E. Wallace St.	Broadway Ave. to Harrison Ave.	Both
E. Walnut St.	900 Block	North
E. Walnut St.	1400 and 1500 Block	North
E. Walnut St.	1400 – 1600 Block	South
E. Walnut St.	From Center St. east to Oak St.	Both
E. Whittaker St.	From Draper St. west 235 feet	South
E. Whittaker St.	From Draper St. west 235 feet (8:00 a.m. to 4:00 p.m.)	North
E. Whittaker St.	From Draper St. east 90 feet	South
W. Wood St.	500 Block	North
7 th St.	Beard to Broadway Ave.	Both
E. 7 th St.	Bell St. to Broadway Ave.	South
E. 7 th St.	From the northwest corner of 7 th St. and Union Ave. west 50 feet	North
E. 7 th St.	1500 Block	Both
E. 7 th St.	No parking trucks or trailers over 2 tons between Union Ave. and Philadelphia Ave.	South
E. 9 th St.	Broadway Ave. to Bell St. (except the north side of 9 th St. from a point 20 ft. west of the west curb line of Bell St. at the intersection of 9 th and Bell, west to the alley)	Both
W. 9 th St.	Kickapoo St. to Market St.	South
E. 10 th St.	Elm St. westerly to a point 119 feet west of Harrison Ave.	North
E. 10 th St.	From 81 feet east of Harrison Ave. to a point 119 feet west of Harrison Ave.	North
E. 10 th St.	From 60 feet east of Tucker Ave. to a point 60 feet west of Tucker Ave.	Both
E. 10 th St.	Philadelphia Ave. to Union Ave.	North
W. 10 th St.	From Beard St. westerly 250 feet	South
W. 10 th St.	Beard St. to Louisa St.	North
W. 11 th St.	Beard St. to Broadway Ave.	North
W. 11 th St.	From alley between Market St. and Beard St. east to Beard St.	South
E. 35 th St.	900 Block (Except north side from a point 20 feet east of Harrison to a point 300 feet east of Harrison that will be loading and unloading only)	Both

Section 2. 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 effect immediately and after its passage and approval.

PASSED AND APPROVED this ____ day of _____, ____.

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, ____.

MARY ANN KARNS
CITY ATTORNEY

Regular Board of Commissioners

4.

Meeting Date: 09/21/2015

OMRF Huff

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider Oklahoma Municipal Retirement Fund (OMRF) lump sum payment from Defined Benefit Plan for Charles Huff.

Regular Board of Commissioners

5.

Meeting Date: 09/21/2015

1415 E 10th Appeal

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action on Elaine Taylor's appeal of an Administrative Order requiring the demolition of the residential structure located at 1415 East 10th Street.

Attachments

Appeal Staff Report

Appeal



City of Shawnee

Community Development Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1665 Fax (405) 878-1587
www.ShawneeOK.org

MEMORANDUM

AGENDA: September 21, 2015

TO: Shawnee City Commission

FROM: Justin DeBruin, Community Development Director

RE: Appeal of Administrative Order (Taylor), 1415 E. 10th Street

SUMMARY

On September 10, 2015 an Administrative Order was issued requiring the dismantling and removal of the residential structure located at 1415 E. 10th Street. A public hearing was held at 3:00 PM and the legal owner, Elaine Taylor, was not present. It was determined that the structure met the statutory definition of "dilapidated" and that the public interest would be best served by removal of the building.

Procedure for notice is as follows: Ten (10) days' notice that a building is to be removed shall be given to the owner of the property before the community development director holds a hearing and takes action, stating that failure to attend the hearing will result in the immediate removal of the dilapidated structure. Notice was given for this property in the following manner:

1. A copy of the notice shall be posted on the property to be affect. Posted on 7/16/15.
2. A copy of the notice shall be sent by certified mail to the property owner. If the certified mail to the property owner is refused, service of the notice shall be deemed valid and complete. Mailed 7/15/15. Receipt of mail from the postal service obtained.
3. As a general precaution, notice was also posted in a legal newspaper published in the city. Published in the Shawnee News-Star on 7/26/15.

Shawnee Municipal Code provides in Section 7-582(a)(6) that:

The property owner shall have the right of appeal to the city commission from any order of the community development director. Such appeal shall be taken by filing written notice of appeal, clearly stating all grounds upon which the appeal is based, with the city clerk within ten days after the administrative order is rendered.

Mrs. Taylor appealed the decision of the Administrative Hearing Officer on September 15, 2015.

BACKGROUND

The subject Property has been cited and/or investigated as follows:

DATE	VIOLATION
September 2013	Tall grass/weeds
March 2014	Dilapidated Structure
June 2014	Tall grass/weeds
Jul 2014	Tall grass/weeds
June 2015	Tall grass/weeds
July 2015	Dilapidated structure

Multiple complaints have been issued for some time on this property. Recently, Code Enforcement officers have met and discussed these issues with Mrs. Taylor, but no progress has been made so far.

The major findings on this property are:

- Tall grass, weeds, and debris
- Dilapidated structure
- Fire damage to property
- Multiple structural issues, lack of maintenance, and decay
- No water service since September, 2013

Photographs are attached that indicate the condition of the property. In summary, the property is in a state of disrepair due to a lack of maintenance and fire damage. There are numerous structural issues with the building and in addition, there is debris on the property, which is also in violation of City code. The subject property has previously been reported as a dilapidated structure, however, a remodel permit was approved June, 2014. No work was completed within the allotted six (6) months and it has remained in disrepair since.

According to the Pottawatomie County Assessor, the building is 1,310 square feet and was built in 1940.

RECOMMENDATION

According to the Pottawatomie County Assessor, Mrs. Elaine Taylor has maintained ownership on this property since March, 2014. Violations have been associated with this property both before and after change of ownership, and no progress has been made. The subject property had a hearing concerning dilapidated structure May 6, 2014. The property owner submitted a remodel permit at that time, allowing for six (6) months to complete repairs. However, no progress was made at that time or any time since. Upkeep and maintenance of the property, including tall grass, weeds, and debris has been a continued issue. Once again, the property came to a hearing for dilapidated structure on August 13, 2015. Mrs. Taylor was present and

informed Staff that she wished to remodel the structure and clean up the property. Staff informed Mrs. Taylor of several requirements that must take place by September 10th, 2015 as part of the extension:

1. An approvable remodel permit must be submitted.
2. General maintenance on property must take place, including: Mowing the yard and removing stacked brush piles.

Unfortunately, none of the above requirements have been satisfied. The property owner was also not present for the follow-up meeting on September 10, 2015 and Staff has received no communication for Mrs. Taylor. Based on the numerous code violations and the continued lack of maintenance and repair on the property, Staff has had no communication with the property owner and has no reason to believe the property owner intends to make the necessary changes to the property.

As Staff dictated on the administrative order, permit for demolition must be obtained by October 12, 2015 and the structure is to be removed by November 18, 2015. If this does not happen, Staff will proceed with demolition.

Attachments

















9-15-15

To whom it may concern:

I am Elaine Taylor. I own the 1415 E 10th location here in Shawnee. I wish to appeal the decision made 9-11-15 to demolish this place. I made an attempt to obtain permits a day too late, unfortunately. I would still like to purchase a permit as soon as possible. I plan to replace porch and repair front of home. Then electric and plumbing issues addressed. Several small repairs will be made inside and out. Please consider my appeal.

RECEIVED
SEP 15 2015
CITY CLERK

Thank you
Elaine Taylor
(405) 585-8428
or call Kirk Kieffer
(405) 317-8008

Regular Board of Commissioners

6. a.

Meeting Date: 09/21/2015

Bids Main St

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Main St. Streetscape Project from Beard St. to Oklahoma Ave., COS-PW-14-03 (Open)

Attachments

Main St Notice

Bids Main St Notice Mailed

Main St Plan Holders

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, September 21, 2015**, for:

BID: CONTRACT NO. COS-PW-14-03
MAIN ST. STREETScape PROJECT FROM BEARD ST. TO OKLAHOMA AVE.

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, September 9, 2015, at 10:00 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:

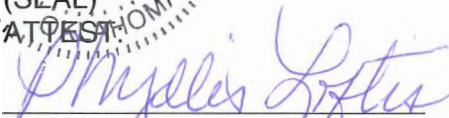
BID: CONTRACT NO. COS-PW-14-03
MAIN ST. STREETScape PROJECT FROM BEARD ST. TO OKLAHOMA AVE.
September 21, 2015

This project shall include **the complete removal and construction of (5) blocks of downtown roadway. Project will also include water mains, storm sewer, irrigation systems, landscaping and a signalized intersection.** 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.

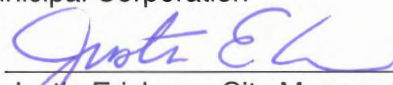
Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with 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, September 21, 2015**. The City of Shawnee reserves the right to reject any and all bids.




Phyllis Lottis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 
Justin Erickson, City Manager

Project Mailing list
COS-PW-14-03
Main St. Streetscape Project From Beard St. to Oklahoma Ave.

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 Rylicrest
Balch Springs, Texas 75180-0579

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

Project Mailing list
COS-PW-14-03
Main St. Streetscape Project From Beard St. to Oklahoma Ave.

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
COS-PW-14-03
Main St. Streetscape Project From Beard St. to Oklahoma Ave.

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

Oklahoma Concrete LLC
Tyler Beaty
5990 Callahan Way NE
Piedmont, Ok 73078

C3 Construction
Chris Whisenant
1012 N. Mississippi, Suite A
Ada, Ok 74820

Project Mailing list
COS-PW-14-03

Main St. Streetscape Project From Beard St. to Oklahoma Ave.

Power Play
Craig Hamelin
12812 S. Memorial Dr.
Suite 100
Bixby, Ok 74008

Knorr Systems
David Smith
PO Box 703567
Dallas, Tx 75370

Terra Pad
Attn: Karen Anderson
PO Box 55126
Tulsa, OK 74155-1126

ACS playground
8501 Mantle ave
Okc, ok. 73132

Play By Design
Cheryl Sumners
3619 E. 105th Street
Tulsa, Ok 74137

Water Technology, Inc
Ryan Nachreiner
100 Park Ave
PO Box 614
Beaver Dam, WI 53916

Kraftsman Playground & Water Parks
101 Honeytree Circle
Waxahchie, TX 75165-6903

Bryan Montgomery
ACS Playground Adventures
12104 S. 352 Rd.
Earlsboro, Ok. 74840

Arkoma Playgrounds
Becky Thompson
93 Colt Square, Suite 5
Fayetteville, AR 72703

Water's Edge Aquatic Design
Caroline Casper Business Development
11205 W. 79th St.
Lenexa, KS 66214

Waterpark Excitement
2521 N. Austin St.
Seguin, TX 78155

Project Mailing list

COS-PW-14-03

Main St. Streetscape Project From Beard St. to Oklahoma Ave.

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-14-03
MAIN ST. STREETScape PROJECT

Plan Holders highlighted have confirmed receipt of Addendum #1

Business Name: Traffic & Lighting Signals
Contact: Jennifer Sullivan
Address: 13305 N. Santa Fe
OKC, OK 73114
Telephone: 405-524-1341
Fax: 405-524-2386
Cell: _____
E-Mail: jsullivan@tlsokc.com
Paid for & Picked Up Specs: ck#078243 mailed 8/24/15

Business Name: Rudy Construction
Contact: Phil Pratt
Address: PO Box 14575
OKC, OK 73113
Telephone: 405-478-9900
Fax: 405-478-9901
Cell: _____
E-Mail: ppratt@rudycorstruction.com
Paid for & Picked Up Specs: ck #60486 8/27/15

Business Name: Midstate Traffic Control
Contact: Len Scantling
Address: 12501 N. Santa Fe Ave.
OKC, OK 73114
Telephone: 405-751-6227
Fax: 405-751-8338
Cell: _____
E-Mail: mail@midstatetraffic.com
Paid for & Picked Up Specs: ck #137956 mailed 8/27/15

Business Name: C3 Construction Inc.
Contact: Michael Summers
Address: 1012 N. Mississippi, Suite A
Ada, OK 74820
Telephone: 580-310-0888
Fax: 580-310-0008
Cell: 580-320-8958
E-Mail: michael@c3construction.us
Paid for & Picked Up Specs: credit by phone 8/27/15

Business Name: Traffic Signals Inc
Contact: Robert Meadors
Address: Po Box 30067
Edmond, Ok 73003
Telephone: 405-341-3101
Fax: 405-348-7480
Cell: 405-203-8588
E-Mail: TSISIG@yahoo.com
Paid for & Picked Up Specs: 8/28/15 cash

Business Name: Advanced Workzone Services
Contact: Brandi Masten
Address: PO Box 1569
Muskogee, OK 74402-1569
Telephone: 918-682-9393
Fax: 918-682-9394
Cell: _____
E-Mail: bids@aw-inc.com
Paid for & Picked Up Specs: ck #5077 mailed 9/2/15

Business Name: A-Tech Paving
Contact: Hannah Hultgren
Address: PO Box 2865
Edmond, Ok 73083
Telephone: 405-418-4741
Fax: 405-418-4743
Cell: _____
E-Mail: hhultgren@atechpaving.com
Paid for & Picked Up Specs: cash 9/9/15

Business Name: CGC, LLC
Contact: Jimmy Wright
Address: 101 W. 5th Street
Edmond, Ok 73003
Telephone: 405-285-8871
Fax: 405-285-8872
Cell: 405-520-0586
E-Mail: jimmy@cgcbuilds.com
Paid for & Picked Up Specs: 9/17/15 ck #3442

Business Name: _____
Contact: _____
Address: _____

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

Regular Board of Commissioners

6. b.

Meeting Date: 09/21/2015

Bids Generator

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Emergency Generator at North Radio Tower Site (Open)

Attachments

[Generator Notice](#)

[Generator Mailing List](#)

[Generator Plan Holders List](#)

CITY OF SHAWNEE OKLAHOMA

NOTICE TO BIDDERS FOR PURCHASE AND INSTALLATION OF THE SHAWNEE NORTH RADIO TOWER SITE GENERATOR

Notice is hereby given that the City of Shawnee desires to receive bids for the provision of the emergency power generator for the Shawnee north radio tower site, located at 8523 North Kickapoo Street, Shawnee, Oklahoma.

Prospective bidders may obtain Bidding Documents in the Office of the City Clerk, City Hall Building, 16 W. 9th, Shawnee, Oklahoma 74801, and shall sign the Bidding Documents Receipt List.

Bids will be received in the Office of the City Clerk, 16 W. 9th, Shawnee, Oklahoma 74801, by no later than 4:00 P.M. on Monday, September 21, 2015.

Each bid shall be accompanied by a bid security in the amount of 5% of the total amount of the bid.

Bids shall be based upon the Plans and Specifications and other Bidding Documents.

This project consists of providing the emergency generator at the Shawnee north radio tower site, 8523 North Kickapoo Street, Shawnee, Oklahoma, which shall include installation of a new propane gas fueled generator, exhaust silencer, weatherproof enclosure, transfer switch, and remote enunciator panel.

Bids shall include all necessary permits, cleanup and removal of debris, warranties and guarantees, and specification sheets of components proposed.

Bidders are encouraged to visit the facility to obtain all details needed prior to submitting their bid so that their bid is complete and total.

The Point of Contact for this project is the City Emergency Management Director who may be reached at telephone number 1-405-878-1650.

All Bids timely received will be opened and reviewed by the City Emergency Management Director.

The successful bidder shall deliver the executed Contract and the certificates of insurance to the City prior to the commencement of work and shall deliver the executed bonds within seven (7) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City Emergency Management Director. The City Emergency Management Director may immediately issue a Work Order to the successful Bidder.

The City Emergency Management Director reserves the right to recommend that the City Commission of the City of Shawnee reject any or all bids and to recommend that the Commission waive immaterial defects and irregularities.

The Bidder shall use the Bid Forms and Affidavits provided in the Bidding Documents or photocopies thereof. All forms must be signed and all affidavits sworn to and notarized. All bids

shall be typewritten or legibly printed in ink. Bidder shall file the bid in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a bid upon the project proposed.

The City Emergency Management Director may issue addenda as may be necessary in the best interest of the public and the City of Shawnee. Addenda may amend the date and/or time for receipt of bids or any specification, item, document or requirement in the Bidding Documents.

Signed: *Cynthia Sementelli*
Cynthia Sementelli

Title: Acting City Manager

Date: 8/27/15



Phyllis Lofis
Phyllis Lofis, CMC
City Clerk

POTENTIAL BIDDERS LIST

SHAWNEE NORTH RADIO TOWER SITE GENERATOR

All Phase Electric, Inc.
901 North Hobson
Shawnee, OK 74801
405-273-3381

Sabre Industries
7101 South Bridge Drive
Sioux City, IA 51111
712-224-1642

Libra Electric Company
4634 Enterprise Drive
Oklahoma City, OK 73128
405-949-9371

Premier I.E.C.
1086 Athens Avenue Suite L
Bethel Heights, AR 72764

Bob's Electric
3500 North Bryan Avenue
Shawnee, OK 74804

Four Way Electric
Rt. 2 Box 108
Meeker, OK 74855

Lowder Electric Company
16401 South Rock Creek Road
Shawnee, OK 74801

Rethford Electric
45801 Hardesty Road
Shawnee, OK 74801

Terrell Electric Inc.
523 Highland Parkway
Norman, OK 73069

Hunzicker Brothers, Inc.
18 West Kickapoo Spur
Shawnee, OK 74801

Bryan Electric
RFD2 Box 193
Tecumseh, OK 74873

Greg Rodgers Electrical Services
4307 Liberty Circle
Shawnee, OK 74804

Morgan Electric
19751 NE 23rd Street
Harrah, OK 73045

Shawnee Lighting Systems
36609 45th Street
Shawnee, OK 74804

Wilson Electric Heat and Air, Inc.
42506 Westech Road
Shawnee, OK 74804

Bob Genzer Electric
920 East Wilson Street
Shawnee, OK 74804

Clifford Power Systems
7300 Melrose Lane
Oklahoma City, OK 73127

CDL Electric Co., Inc.
201 North Joplin Street
Pittsburg, KS 66762

Sooner State Generators, Inc.
11100 East 123rd Streen North
Collinsville, OK 74021

LIST OF POTENTIAL VENDORS RECEIVING BID PACKETS FROM
CITY CLERK'S OFFICE

Emergency Generator for North Radio Tower Site

Company Name: All Phase Electric Inc.
Address: 901 N. Hobson
City: Shawnee State: OK ZIP: 74801
Daytime Phone: 405 273 3381
Fax: 405 275 4742
e-Mail: apeinc.94@sbcglobal.net
Received by: Charlie Thompson
Date Received: 9/2/15 1:31pm

Company Name: Sabre Ind
Address: 7101 S. Bridge Dr.
City: Sioux City State: IA ZIP: 51111
Daytime Phone: 712 224 1642
Fax: 712 279 0814
e-Mail: amvanroekel@sabreindustries.com
Received by: Via regular mail
Date Received: 9/3/2015 8:58am

LIST OF POTENTIAL VENDORS RECEIVING BID PACKETS FROM
CITY CLERK'S OFFICE

Emergency Generator for North Radio Tower Site

Company Name: Libra Electric Company

Address: 4034 Enterprise Drive

City: Okla City State: OK ZIP: 73128

Daytime Phone: 405-949-9371

Fax: 405-949-9373

e-Mail: David@libraelectric.net

Received by: via regular mail

Date Received: 09-04-2015

Company Name: Premier IEC

Address: 7086 Athens Ave Ste 2

City: Bethel Heights State: AR ZIP: 72764

Daytime Phone: ~~479~~ 479-306-1875

Fax: 479-927-1956

e-Mail: mHutcherson@premieriec.com

Received by: _____

Date Received: 09/05/2015

LIST OF POTENTIAL VENDORS RECEIVING BID PACKETS FROM
CITY CLERK'S OFFICE

Emergency Generator for North Radio Tower Site

Company Name: Bright Lighting
 Address: 1111 E. Pine St
 City: Tulsa State: OK ZIP: 74116
 Daytime Phone: 918-834-8020
 Fax: 918-838-0548
 e-Mail: Joe@blconstruction.com
 Received by: Joe Metzler
 Date Received: 9/9/15 9:51am

Company Name: Texoma Contractor
 Address: 207 Eastpointe Dr
 City: Muskogee State: OK ZIP: 74403
 Daytime Phone: 918-682-1435
 Fax: 918-683-5272
 e-Mail: DFuller@TexomaInc.com
 Received by: Chris Butler for David Fuller
 Date Received: 9/9/15 3:18pm

Regular Board of Commissioners

6. c.

Meeting Date: 09/21/2015

Bids Antenna

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

North Radio Tower Site Antenna System (Open)

Attachments

[Antenna Notice](#)

[Antenna Mailing List](#)

[Antenna Plan Holders List](#)

CITY OF SHAWNEE OKLAHOMA

NOTICE TO BIDDERS FOR PROCUREMENT AND INSTALLATION OF ANTENNAS, FEED LINE AND HARDWARE FOR NORTH RADIO TOWER SITE

Notice is hereby given that the City of Shawnee desires to receive bids for the procurement and installation of antennas, feed lines and hardware for the Shawnee North Radio Tower Site, located at 8523 North Kickapoo Street, Shawnee, Oklahoma.

Prospective bidders may obtain Bidding Documents in the Office of the City Clerk, City Hall Building, 16 W. 9th, Shawnee, Oklahoma 74801, and shall sign the Bidding Documents Receipt List.

Bids will be received in the Office of the City Clerk, 16 W. 9th, Shawnee, Oklahoma 74801, by no later than 4:00 P.M. on Monday, September 21, 2015.

Each bid shall be accompanied by a bid security in the amount of 5% of the total amount of the bid.

Bids shall be based upon the Plans and Specifications and other Bidding Documents.

This project consists of purchase and installation of antenna systems, feedline, support structure and hardware at the Shawnee North Radio Tower Site, 8523 North Kickapoo Street, Shawnee, Oklahoma.

Bids shall include all necessary permits, cleanup and removal of debris, warranties and guarantees, and specification sheets of components proposed.

Bidders are encouraged to visit the facility to obtain all details needed prior to submitting their bid so that their bid is complete and total.

The Point of Contact for this project is the City Emergency Management Director who may be reached at telephone number 1-405-878-1650.

All Bids timely received will be opened and reviewed by the City Emergency Management Director.

The successful bidder shall deliver the executed Contract and the certificates of insurance to the City prior to the commencement of work and shall deliver the executed bonds within seven (7) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City Emergency Management Director. The City Emergency Management Director may immediately issue a Work Order to the successful Bidder.

The City Emergency Management Director reserves the right to recommend that the City Commission of the City of Shawnee reject any or all bids and to recommend that the Commission waive immaterial defects and irregularities.

The Bidder shall use the Bid Forms and Affidavits provided in the Bidding Documents or photocopies thereof. All forms must be signed and all affidavits sworn to and notarized. All bids

shall be typewritten or legibly printed in ink. Bidder shall file the bid in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a bid upon the project proposed.

The City Emergency Management Director may issue addenda as may be necessary in the best interest of the public and the City of Shawnee. Addenda may amend the date and/or time for receipt of bids or any specification, item, document or requirement in the Bidding Documents.

Signed: Cynthia R Semontelli
Cynthia Semontelli

Title: Acting City Manager

Date: 8/27/15



Phyllis Loftis
Phyllis Loftis, CMC
City Clerk

POTENTIAL BIDDERS LIST

SHAWNEE NORTH RADIO TOWER SITE ANTENNA WORK

B.C. Walker, Inc.
7311 Kelley Lane
Harrah, OK 73045
405-454-1487

Chaffin Tower Services
15042 West 790 Road
Tahlequah, OK 74464
918-772-3600

Texoma Contracting, Inc.
207 Eastpoint Drive
Muskogee, OK 74403

BL Construction
11111 East Pine Street
Tulsa, OK 74116
918-834-8020

Total Radio
1111 Cornell Parkway
Oklahoma City, OK 73108
405-942-1292

LIST OF POTENTIAL VENDORS RECEIVING BID PACKETS FROM
CITY CLERK'S OFFICE

Antenna Work for North Radio Tower Site

Company Name: Sabre Industries
Address: 7101 Southbridge Dr.
City: Sioux City State: IA ZIP: 51111
Daytime Phone: 712 224 1642
Fax: 712 279 0814
e-Mail: amvanroekel@sabreindustries.com
Received by: K. Eckel
Date Received: 9/3/15 8:58 am

Company Name: Bright Lighting
Address: 11111 E. Pine SE.
City: Tulsa State: OK ZIP: 74116
Daytime Phone: 918-834-8020
Fax: 918-838-0548
e-Mail: Joe@blconstruction.com
Received by: Joe Metzler
Date Received: 9/9/15 9:56 am

Regular Board of Commissioners

7.

Meeting Date: 09/21/2015

Sales Tax

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received September 2015.

Attachments

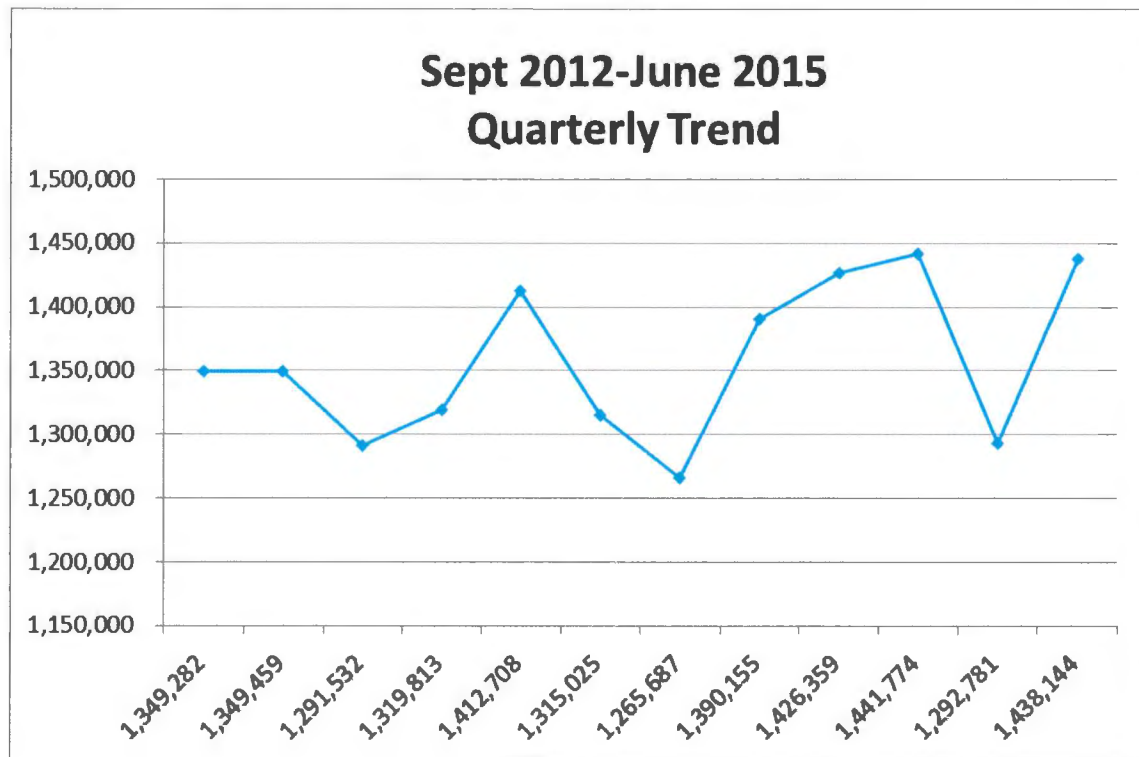
Sales Tax 09-2015

City of Shawnee Memorandum



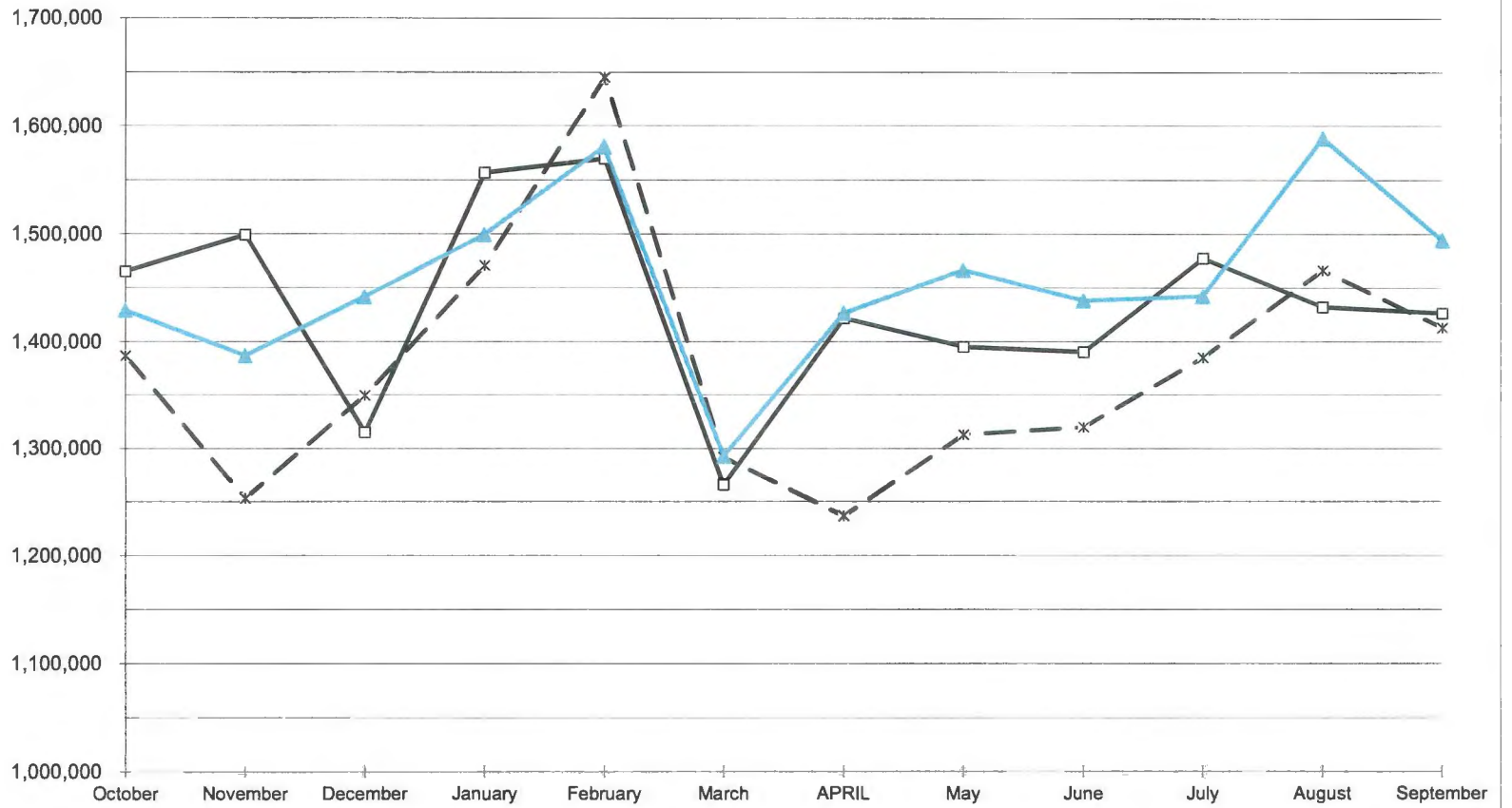
To: Mayor and City Commissioners
CC: Justin Erickson, City Manager
From: Cynthia R Sementelli, Finance Director
Date: September 15, 2015

September sales tax collected was \$1,494,202 up \$67,844 or 4.76% over last year. We are 5.7% or \$81,495 over September 2013 figures. For fiscal year 2015-2016 we are up 4.35% over fiscal year 2014-2015



	October 2012	October 2013	October 2014	Increase	(Decrease)
	through	through	through	Over Prior Year	
Month	September 2013	September 2014	September 2015	Amount	Percentage
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	9.04%
January	1,470,565	1,556,616	1,499,067	(57,550)	(3.70%)
February	1,645,070	1,569,453	1,580,804	11,151	0.71%
March	1,291,532	1,265,687	1,292,781	27,093	2.14%
APRIL	1,236,564	1,421,540	1,426,451	4,911	0.35%
May	1,312,710	1,394,972	1,466,536	71,564	5.13%
June	1,319,813	1,390,155	1,438,144	47,989	3.45%
July	1,385,055	1,477,552	1,442,218	(35,334)	(2.39%)
August	1,466,250	1,432,227	1,588,410	156,183	10.90%
September	1,412,708	1,426,359	1,494,203	67,844	4.76%
Total	16,529,522	17,213,832	17,485,962	272,130	1.58%
		Prior Year	Current Year	Increase	(Decrease)
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		4,336,138	4,524,831	188,692	4.35%
Removed the one time hit in Feb 2013					

Sales Tax -October 2012-Sept 2015



Regular Board of Commissioners

8.

Meeting Date: 09/21/2015

CM Update

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Update
