

AGENDA
BOARD OF CITY COMMISSIONERS
May 4, 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 April 20, 2015 regular meeting.
 - c. Acknowledge the following minutes:
 - Shawnee Civic and Cultural Development minutes from March 19, 2015
 - d. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Reed Factor.
 - e. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Michael Hillary.
 - f. Acknowledge termination of lease with the Shawnee Economic Development Foundation (SEDF) for the North Airport Property.
 - g. Approve Change Order No. 3 for Dispatch Center City of Shawnee Project.
 - h. Lake Lease Renewals/Transfers:

RENEWALS:

- Lot 12 Belcher Tract, 33112 Post Office Neck
Lessees: Dee Ann Lowery and Michael Lowery

TRANSFERS:

- Lot 13 Belcher Tract, 33114 Post Office Neck
From: William Lowrey, Jr.
To: Dee Ann Lowery

2. Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)
3. Presentation by Interim City Manager to Employee of the Month, Daniel Murrell, Street Department.
4. Consideration of waiving City nuisance Lien Nos. L-12-185 and L-14-308 associated with property located at 11 E. Hayes Street.
5. Consider a resolution authorizing Wes Mainord, Mayor, to cast ballot for Oklahoma Municipal Assurance Group (OMAG) election of two trustees.
6. Consider Bids:
 - a. Operations of the Shawnee Water Park Concession Stand (Open) (*Extended from April 20, 2015 City Commission meeting*)
 - b. Boy Scout Restroom Project (Open)
7. Conduct interviews of City Commissioner Ward 1 applicants:
 - a. Dell Kerbs
 - b. John Winterringer
 - c. William D. Kirkland
 - d. Regena Morton
8. Discussion, consideration and possible action to appoint a City Commissioner to the Ward 1 position to fill the open position left by Gary Vogel until the next regular City Commissioner election in 2016.
9. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
10. Administrative Reports
 - a. Bike Patrol – Russell Frantz, Police Chief
 - b. Municipal Pool – Kerri Foster, Aquatics Manager
11. Commissioners Comments
12. 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. b.

Meeting Date: 05/04/2015

CC 04-20-2015 Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the April 20, 2015 regular meeting.

Attachments

CC 04-20-2015 Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
APRIL 20, 2015 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, April 20, 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

Rev. Ray Belford
First Christian Church

FLAG SALUTE

Led by Boy Scout Troop

AGENDA ITEM NO. 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. 13 and Shawnee Airport Authority Agenda Item No. 3.
- b. Minutes from the April 6, 2015 regular meeting.
- c. Acknowledge the following reports and minutes:
 - License Payment Report for March 2015
 - Project Payment Report for March 2015

- Shawnee Urban Renewal Authority minutes from March 10, 2015

d. Lake Lease Renewals/Transfers:

RENEWALS:

- Lot 9 Magnino Tract, 16724 Clearpond Lane
Lessee: Patricia & Randall Hill
- Lot 13 Hart Tract, 16401 Hart Road
Lessee: James Reid
- Lot 14 Magnino Tract, 16704 Clearpond Lane
Lessee: Donald Lovelace & Brandon Lovelace

TRANSFERS:

- Lot 14 Hart Tract, 16405 Hart Road
From: Ronald Swadley
To: Robert and Janet Lindley
- Lot 15 Hart Tract, 16409 Hart Road
From: Ronald Swadley
To: Robert and Janet Lindley

- e. Acknowledge participation by Commissioner Micheal Dykstra in the Sister City Exchange Program and visit to Nikaho, Japan from July 30 – August 5, 2015.
- f. Budget Amendment – General Fund
Adjust Budget to Account for Compensative Absences
- g. Grant an easement to Canadian Valley Electric Cooperative, Inc. to serve an existing City Lake Lot Lease site at Shawnee Twin Lakes.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve the Agenda Item Nos. 1(a-g). Motion carried 5-0-1.

AYE: Hall, Harrod, Mainord, Shaw, Agee

NAY: None

ABSTAIN: Dykstra

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 Proclamations:
"Loyalty Day"
May 1, 2015

Barbara White accepted the Mayor's Proclamation for "Loyalty Day" presented by Mayor Mainord.

"Better Hearing Month"
May 2015

Kurt Kalies accepted the Mayor's Proclamation for "Better Hearing Month" presented by Mayor Mainord.

AGENDA ITEM NO. 4:

Consider Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan and refund of contributions from the Defined Contribution Plan for Charles Huff.

A motion was made by Commissioner Hall, seconded by Commissioner Shaw, to approve Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan and refund of contributions from the Defined Contribution Plan for Charles Huff. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 5:

Discussion, consideration and possible action to accept resignation of Ward 1 Commissioner Gary Vogel.

A motion was made by Commissioner Agee, seconded by Commissioner Hall, to accept resignation of Ward 1 Commissioner Gary Vogel. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 6:

Discussion, consideration and possible action to rescind the determination to set a process for appointment by the Commission of an individual to fill the vacancy in Ward 1.

Commissioner Shaw asked that this item to rescind the previous vote be placed on the agenda to allow voters to decide the issue of the filling the vacancy in Ward 1. She stated the matter should be taken to the people if we believe in democracy. Commissioner Hall disagreed stating that the City's Charter was voted on by the people.

City Attorney Mary Ann Karns explained the requirements of the Charter as it relates to this issue, as well as state law provisions. She stated the Charter requires the Commission to make a good faith effort to appoint a replacement before going to a vote of the people.

A motion was made by Commissioner Dykstra, seconded by Commissioner Shaw, to rescind the determination to set a process for appointment by the Commission of an individual to fill the vacancy in Ward 1. Motion failed 2-4.

AYE: Dykstra, Shaw

NAY: Agee, Harrod, Mainord, Hall

AGENDA ITEM NO. 7:

Discussion, consideration and possible action to set a special election to fill the vacancy in Ward 1. *(This item will be considered only if Agenda Item No. 6 passes.)*

No action taken.

AGENDA ITEM NO. 8:

Discussion, consideration and possible action of Visit Shawnee Incorporated (VSI) contract.

A motion was made by Commissioner Hall, seconded by Commissioner Agee, to approve the Visit Shawnee Incorporated contract. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 9: Presentation of proposed budget FY 2015-2016.

Finance Director/City Treasure Cindy Sementelli presented the proposed budget for FY 2015-2016. Commissioners reviewed the draft budget and Ms. Sementelli answered Commissioners' questions. She noted that this was early in the budget process with the actual budget adoption in two months.

AGENDA ITEM NO. 10: Consider approval of Insurance Work Group recommendation to award the FY 2015-2016 insurance policies to Blue Cross/Blue Shield, Delta Dental and VSP Vision.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to award the FY 2015-2016 insurance policies to Blue Cross/Blue Shield, Delta Dental and VSP Vision. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 11: Consider City paying additional insurance increase premiums for non-union employees.

Finance Director/City Treasure Cindy Sementelli addressed the City paying additional increase premiums for non-union employees.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the City paying additional insurance increase premiums for non-union employees. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 12: Acknowledge Sales Tax Report received April 2015.

Cynthia Sementelli, Finance Director, reported that April sales tax collected this month was \$1,426,451.00, which is up .35% from 2014 and \$189,887.00 from 2013.

AGENDA ITEM NO. 13: Consider Bids:

a. Operations of the Shawnee Water Park Concession Stand (Open)

Director of Operations, James Bryce, reported that no bids were received. There was discussion regarding the City running the concession. The Commissioners agreed to extend the time to bid to the May 4, 2015 City Commission meeting.

AGENDA ITEM NO. 14: 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. 15: Commissioners Comments

Commissioner Shaw stated that the sidewalks on Bryan Street are looking great.

Commissioner Hall agreed with Commissioner Shaw regarding the sidewalks. He stated that the sidewalk was broken west of Bryan and MacArthur; staff advised that the contractor has been notified.

Commissioner Hall referred to a letter received from the Oklahoma Water Resource Board (OWRB) regarding the City's obligations to them. It stated that the City's water meters and infrastructure are collateral for loans with OWRB. Due to this, deannexation of city property may be in violation of state law.

Local resident, Kathryn Oglesby, approached the podium to discuss and issue regarding the placement of a city limit sign on Highway 177. She requested that the sign be placed in the proper location. Staff will review the matter and take the appropriate action.

Vice Mayor Harrod said that the pool construction looks great.

He requested a copy of the Oath of Office given to all Commissioners.

Commissioner Agee stated that she wanted to put a rumor to rest. She is not going to run for Mayor. She stated her previous votes have been cast based upon what she feels is in the best interest of the citizens not to garner support from anyone else.

Mayor Mainord reported on Trash Off Day, which was Saturday, April 18, 2015.

He also reported on the City Manager search process. He stated that approximately 70 applications were received by Affion. Through initial contacts and review they will narrow the field to 10 applicants which will be referred to the city's search committee. The search committee will review and will narrow it further to 4 to 5 applicants which will be interviewed by the Commission.

Commissioner Dykstra thanked the City stating he and his daughter enjoyed Youth Aviation Day. He also said he is honored to be going to Nikaho, Japan with the Sister Cities delegation.

AGENDA ITEM NO. 16: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:57 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

1. c.

Meeting Date: 05/04/2015

Acknowledge Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Shawnee Civic and Cultural Development minutes from March 19, 2015
-

Attachments

Expo 03-19-2015 Minutes

A MEETING OF THE SHAWNEE
CIVIC AND CULTURAL DEVELOPMENT AUTHORITY
MARCH 19 19, 2015
12:30 P.M.
HEART OF OKLAHOMA EXPOSITION CENTER

THE TRUSTEES OF THE SHAWNEE CIVIC AND CULTURAL DEVELOPMENT AUTHORITY MET FOR THEIR REGULAR SCHEDULED MEETING THURSDAY, FEBRUARY 19, 2015 AT 12:30 PM AT HEART OF OKLAHOMA EXPOSITION CENTER, PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. NOTICE WAS FILED AT CITY HALL ON 3/11/2015 AT 9:15AM.

AGENDA ITEM NO.1

CALL TO ORDER.

THE MEETING WAS CALLED TO ORDER AT 12:40 PM BY MR. RANDY GILBERT, CHAIRMAN.

AGENDA ITEM NO.2

ROLL CALL

TRUSTEES PRESENT: MR. KARL KOZEL
MR. RANDY GILBERT
MR. TIM BARRICK
MR. JUSTIN ERICSON

TRUSTEES ABSENT: MS. RACHEL MONROE
MR. CASEY BELL
MRS. SUSAN HAYENS

ALSO IN ATTENDANCE: MICHAEL JACKSON, OPERATIONS MANAGER; MIKE MCCORMICK ; AND MIKE CLOVER OF STUART & CLOVER.

AGENDA ITEM NO.3

DECLARATION OF A QUORUM

CHAIRMAN MR. RANDY GILBERT, DECLARED A QUORUM.

AGENDA ITEM NO.4

APPROVAL OF MINUTES FROM FEBRUARY'S REGULAR MEETING.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE BARRICK TO APPROVE THE MINUTES AS PRESENTED FOR THE FEBRUARY 2015 MEETING. MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.5

APPROVAL OF MINUTES FROM FEBRUARY'S SPECIAL MEETING.

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE ERICKSON TO APPROVE THE MINUTES AS PRESENTED FOR THE FEBRUARY 2015 SPECIAL CALL MEETING. MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY: NONE
ABSTAIN:

AGENDA ITEM NO.7

APPROVAL OF THE MONTHLY FINANCIAL REPORT.

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE KOZEL TO APPROVE THE MONTHLY FINANCIAL REPORT AS PRESENTED. MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO.8

APPROVAL OF GENERAL CLAIMS.

THE MOTION MADE BY TRUSTEE ERICSON, SECONDED BY TRUSTEE BARRICK TO APPROVE THE GENERAL CLAIMS. MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY:
ABSTAIN:

General Claims

A.	Staples Advantage	\$35.57
B.	Cutting Edge Lawns	\$3,680.00
C.	Paramount Floor Solutions	\$2,700.00
D.	Buford Whites	\$1,079.92
E.	INS-Shawnee	\$1,706.87
F.	Arvest	\$502.69
G.	Vision Bank	\$958.08
H.	Shawnee Office Systems	\$54.92
I.	John Deere Financial	\$153.91
J.	AT&T Mobility	\$105.89
K.	AT&T	\$323.51
L.	Napa	\$332.39
M.	Ask About Windows	\$121.00
N.	Pitney Bowes	\$54.45
O.	COX Systems	\$630.00
P.	Pitney Bowes	\$32.00
Q.	Sparks Heat & Air	\$311.42
R.	Arvest	\$625.11

Add On's

General:

A.	City of Shawnee	\$147.25
B.	ONG	\$1,043.96
C.	City of Shawnee — Surcharge	\$147.25

D.	ONG	\$1,696.25
E.	City of Shawnee — Water	\$782.66
F.	MeTel	\$714.87
G.	Constellation Energy	\$6,201.64
H.	OG&E	\$10,191.60
I.	Arvest	\$656.37
J.	Grimsley's	\$1,741.22
K.	Sparks Heat & Air	\$121.50
L.	Cintas	\$667.14
M.	Chuck Jones	\$750.00
N.	Finley & Cook	\$839.30
O.	Thad White Supply	\$1,915.20
P.	Arrowhead	\$198.50
Q.	Fuelman	\$783.30
R.	Arvest	\$552.96
S.	Stuart & Clover	\$525.00
T.	The Railroad Yard	\$1,092.94
U.	Cutting Edge Lawns	\$3,680.00
V.	NAPA	\$64.75
W.	CH&W Commercial Tire	\$80.00
X.	Vyve Broadband	\$171.55
Y.	Freds Tire & Battery	\$172.48
Z.	John Deer Financial	\$302.86
AA.	DJ Reveal	\$163.52
BB.	Shawnee Lighting Systems	\$155.00
CC.	Hunzicker Brothers	\$557.85
DD.	Buford Whites	\$33.94
EE.	Staples	\$12.49

AGENDA ITEM NO.9

APPROVAL OF SPECIAL EVENT CLAIMS

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE ERICKSON THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY:
ABSTAIN:

Special Claims

A.	Mike McCormick	\$300.00
B.	Bankers Credit Card Services	\$718.20
C.	Kevin Marlow	\$2,747.00

Add On's

A.	Cowboy Times	\$1,250.00
B.	St Anthony's- Benny Jordan	\$1,351.00

AGENDA ITEM NO.10

APPROVAL OF SHAVINGS CLAIMS

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE ERICKSON THAT THE SPECIAL EVENT CLAIMS BE APPROVED. MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY:
ABSTAIN:

Shavings:

A.	Xylo	\$3,960.00
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AGENDA ITEM NO. 11

DISCUSSION CONSIDERATION AND POSSIBLE ACTION ON ADDING A MANDATORY PHOTOGRAPHY FEE FROM PHIFER PHOTOGRAPHY DURING ENTRY FOR IFYR 2015.

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE ERICKSON THAT AN ADDED PHOTOGRAPHY FEE OF \$25 BE ADDED TO ALL ENTRIES FOR IFYR 2015 AS REQUESTED BY PHIFER PHOTOGRAPHY BE ADDED TO THE ENTRY PROCESS.. MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO. 12

DISCUSSION CONSIDERATION AND POSSIBLE ACTION ON SELECTING A DIFFERENT TICKET VENUE FOR IFYR 2015.

THE MOTION MADE BY TRUSTEE BARRICK, SECONDED BY TRUSTEE KOZEL THAT WE GO WITH THUNDER TIX FOR OUR TICKETING VENUE FOR IFYR 2015. MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO. 13

DISCUSSION CONSIDERATION AND POSSIBLE ACTION ON SELECTING A DIFFERENT SOUND COMPANY TO HANDLE IFYR 2015.

THE MOTION MADE BY TRUSTEE KOZEL, SECONDED BY TRUSTEE BARRICK THAT WE GO WITH JEFF LEE PRODUCTIONS FOR THE SOUND AT IFYR 2015. MOTION CARRIED.

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY:
ABSTAIN:

AGENDA ITEM NO. 14- 19
TABLE

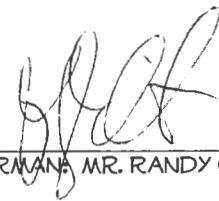
NOTHING NEW TO DISCUSS OR BROUGHT TO THE

AGENDA ITEM NO.20

ADJOURNMENT

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

AYE: GILBERT, BARRICK, ERICSON, KOZEL
NAY:
ABSTAIN:



CHAIRMAN: MR. RANDY GILBERT



INTERIM SECRETARY: MR. JUSTIN ERICSON

Regular Board of Commissioners

1. d.

Meeting Date: 05/04/2015

OMRF Factor

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Reed Factor.

Regular Board of Commissioners

1. e.

Meeting Date: 05/04/2015

OMRF Hillary

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Michael Hillary.

Regular Board of Commissioners

1. f.

Meeting Date: 05/04/2015

North Airport Lease Cancellation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge termination of lease with the Shawnee Economic Development Foundation (SEDF) for the North Airport Property.

Attachments

North Airport Lease 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 SEAT
LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHEAL DYKSTRA

Date: May 4, 2015
To: Mayor and City Commissioners
From: Justin Erickson, Interim City Manager

RE: SEDF Contract – North Airport Property (Mutual Termination of Lease)

On March 5, 2015, I received correspondence from Tim Burg, Executive Director of the Shawnee Economic Development Foundation (SEDF) suggesting that the SEDF may want to terminate its lease of what is known as the “North Airport Property” with the City of Shawnee. On April 8, 2015, the SEDF officially voted to request termination of the lease with the City.

The North Airport Property is approximately 250 acres in size and the City has leased the property to SEDF since 1999. Minimal income is derived from the property. There is one existing lease with Mr. Raymond Utter for \$2,400 annually. Mr. Utter leases a portion of an existing hanger on the property. Mr. Utter’s lease expires January 1, 2016 and is renewable. Historically, the site has had an agricultural lease in place for the cutting of hay, but that contract has expired without renewal.

Recently, the City has made improvements to its gun range and the property is also a licensed application area for sludge from the City’s wastewater treatment plant. These factors, coupled with the liability insurance requirements and overall lack of interest from industrial prospects, makes the continuation of the lease with SEDF impractical and unnecessary.

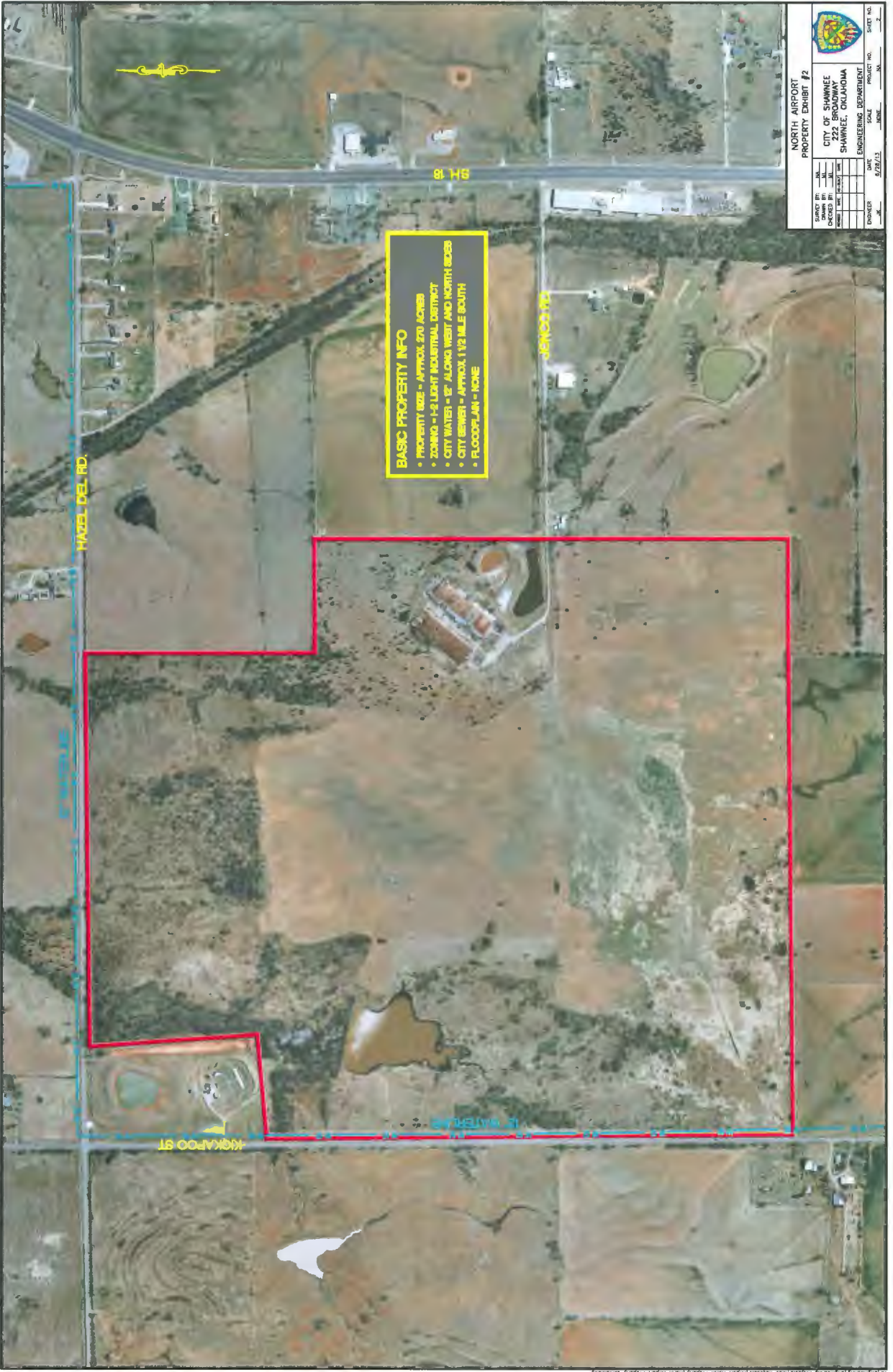
The property is still available for economic development and the City will coordinate with SEDF on any and all potential prospects that could utilize the property.

RECOMMENDATION

Staff concurs with the request of SEDF and recommends that the City Commission grant the termination of the lease.

Attachments

- a. Letter dated April 28, 2015 from SEDF
- b. Lease agreement between City of Shawnee and SEDF dated June 21, 1999
- c. Letter dated March 5, 2015 from SEDF
- d. Lease agreement between SEDF and Raymond Utter dated March 19, 2014



BASIC PROPERTY INFO

- PROPERTY SIZE - APPROX. 270 ACRES
- ZONING - I-2 LIGHT INDUSTRIAL DISTRICT
- CITY WATER - 12" ALONG WEST AND NORTH SIDES
- CITY SEWER - APPROX. 1 1/2 MILE SOUTH
- FLOODPLAIN - NONE

NORTH AIRPORT
 PROPERTY EXHIBIT #2
 CITY OF SHAWNEE
 222 BROADWAY
 SHAWNEE, OKLAHOMA

DATE	SCALE	PROJECT NO.	SHEET NO.
8/25/23	AS SHOWN	23-0001	1

ENGINEER: [Signature]
 SURVEY BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]



April 28, 2015

Mr. Justin Erickson, Interim City Manager
City of Shawnee
16 W. 9th
Shawnee, OK 74801

Re: North Airport Property Lease

Dear Mr. Erickson,

On April 8, 2015, the Shawnee Economic Development Foundation held their monthly board meeting and the Agenda included the discussion and possible action in regards to the North Airport Lease that the SEDf currently has with the City of Shawnee. It was voted on unanimously by the SEDf Board Members to request that the City terminate the North Airport Property Lease with the SEDf, based upon greater use of the property by the City.

If you require anything further, please let us know.

Respectfully,

A handwritten signature in black ink, which appears to read "Tim Burg". The signature is written in a cursive style and is positioned above the typed name and title.

Tim Burg
Executive Director
405-808-4887 or tburg@sedf.biz

LEASE AGREEMENT

This Agreement, made and entered into this 21 day of June, 1999, by and between the CITY OF SHAWNEE, OKLAHOMA, a municipal corporation, hereinafter referred to as "CITY", and **SHAWNEE ECONOMIC DEVELOPMENT FOUNDATION, INC.**, hereinafter referred to as "FOUNDATION", covenants:

CITY is the owner of the following described property located in Pottawatomie County, Oklahoma, to-wit:

Beginning at the Northwest Corner of the Northwest Quarter of Section 7, Township 11 North, Range 4 East of the Indian Meridian; thence S00° 32' 54"E a distance of 3961.17 feet; thence N 89° 20' 49"E a distance of 2687.98 feet; thence N89°26'08"E a distance of 660.09 feet; thence N00° 10' 39"E a distance of 1305.87 feet; thence N00°19'37"E a distance of 1322.35 feet; thence S89° 24' 58"W a distance of 659.35 feet; thence N00° 22' 02"E a distance of 1322.55 feet; thence S89° 34' 06"W a distance of 2746.60 feet to the point of beginning, containing 282 acres, more or less; **LESS AND EXCEPT A TRACT DESCRIBED AS:**

Beginning at the Northwest Corner of the Northwest Quarter of Section 7, Township 11 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma; thence S00° 32' 54"E a distance of 1029.53 feet; thence N84° 34' 29"E a distance of 612.68 feet; thence N03°46' 04"W a distance of 972.52 feet; thence S89° 34' 06"W a distance of 555.37 feet to the point of beginning, containing 13.40 acres, more or less;

together will all improvements located thereon.

The consideration for this lease shall be the sum of Fifty Dollars (\$ 50.00) per year. The first year's rent is hereby acknowledged and all subsequent annual rentals shall be paid on the 21 day of June each year thereafter. As additional consideration, accruing to both parties, it is agreed as follows:

1. CITY does hereby lease and rent to FOUNDATION the surface only of the above described property, together with the improvements thereon for a term beginning with this date and ending on the 21 day of June, 2029.
2. FOUNDATION shall have the right to assign this lease or to sublet all or any part thereof.

3. FOUNDATION shall have non-exclusive right of ingress and egress to leased premises by existing roadways or roadways hereinafter constructed.

4. CITY shall retain non-exclusive rights of ingress and egress to and through leased premises. CITY also retains the right to continue to deposit its biosolids on the leased premises in the manner as before this lease.

5. CITY reserves all minerals and mineral rights in and under leased premises, provided however, that the exercise of such rights not interfere with the normal operations of FOUNDATION, its assigns or subtenants.

6. FOUNDATION, its assigns and subtenants, agree to utilize said land and improvements for industrial purposes.

7. FOUNDATION, its assigns and subtenants, may make such additions and alterations as it desires to the improvements located on leased premises, and may construct additional buildings, extensions or alterations as it desires, all at its own expense. Upon the termination of this lease, such additions, alterations and improvements, not including machinery, equipment, personal property, fixtures or trade fixtures, shall not be removed, but shall become the property of CITY. FOUNDATION, its assigns or subtenants, shall have the right to remove all machinery, equipment, supplies, personal property, fixtures, tools and trade fixtures from leased premises.

8. FOUNDATION shall keep and maintain fire and extended coverage insurance with a reputable insurance company in an amount equal to the fair market valuation of improvements on leased premises.

9. FOUNDATION, its assigns or subtenants, are to pay any tax assessed against personal property located on said leased premises.

10. FOUNDATION, its assigns or subtenants, at its own expense, shall maintain and keep in good repair all buildings and improvements on leased premises.

11. If default is made by FOUNDATION, CITY, at its option, may declare this lease at an end and may re-enter and take possession of leased premises.

12. FOUNDATION, its assigns or subtenants, may construct, at its own expense, a railroad spur over and across leased premises and may utilize so much of CITY's adjacent land as is necessary to construct and maintain said spur.

13. It is agreed that there are two or three water wells either upon or adjacent to leased premises. FOUNDATION shall have the non-exclusive use of water from said wells and an easement for maintenance of said wells or lines connected thereto.

14. FOUNDATION agrees that, at the end of this lease or sooner termination thereof, it will give peaceable possession of leased premises and improvements in as

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 11 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE S00°32'54"E A DISTANCE OF 3961.17 FEET; THENCE N89°20'49"E A DISTANCE OF 2687.98 FEET; THENCE N89°26'08"E A DISTANCE OF 660.09 FEET; THENCE N00°10'39"E A DISTANCE OF 1305.87 FEET; THENCE N00°19'37"E A DISTANCE OF 1322.35 FEET; THENCE S89°24'58"W A DISTANCE OF 659.35 FEET; THENCE N00°22'02"E A DISTANCE OF 1322.55 FEET; THENCE S89°34'47"W A DISTANCE OF 2746.60 FEET TO THE POINT OF BEGINNING, CONTAINING 282 ACRES, MORE OR LESS; **LESS AND EXCEPT THE FOLLOWING TRACTS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE S00°32'54"E A DISTANCE OF 1029.53 FEET; THENCE N84°34'29"E A DISTANCE OF 612.68 FEET; THENCE N03°46'04"W A DISTANCE OF 977.74 FEET; THENCE S89°34'47"W A DISTANCE OF 555.55 FEET TO THE POINT OF BEGINNING, CONTAINING 13.4 ACRES, MORE OR LESS; **AND**

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE S00°32'54"E A DISTANCE OF 1029.53 FEET TO THE POINT OF BEGINNING; THENCE S00°32'54"E A DISTANCE OF 1610.47 FEET; THENCE N89°34'47"E A DISTANCE OF 2640.00 FEET; THENCE N00°32'54"E A DISTANCE OF 2640.00 FEET; THENCE S89°34'47"W A DISTANCE OF 2084.45 FEET; THENCE S03°46'04"E A DISTANCE OF 977.74 FEET; THENCE S84°34'29"W A DISTANCE OF 612.68 FEET TO THE POINT OF BEGINNING, CONTAINING 146.6 ACRES, MORE OR LESS.



March 5, 2015

Justin Erickson, Interim City Manager
City of Shawnee
16 West 9th
Shawnee, OK. 74801

Subject: North Airport Property

Dear Justin,

As a follow up to our conversation of the other day, I wanted to document some of the changes that have taken place at the North Airport property, and why it may be in the best interests of the City of Shawnee and the Shawnee Economic Development Foundation (SEDf) to cancel the lease that currently exists.

While there is little historical documentation in place to fully understand the reason for the lease, we believe it was put in place to allow the SEDf to have a larger parcel of land to offer any potential industrial clients and to also allow the SEDf to obtain additional revenues.

While the thought process of having a larger parcel of land available is always a good asset, the land is undeveloped, does not have any suitable access roads in place, nor is there any sewer service available at the site. With the help of the City Engineer, it has been determined that the cost to run a sewer line to the site would exceed one million dollars.

While there is always an outside chance that we will have a prospect that wants a larger parcel of land, we think those types of clients expect that all of the utilities and access points required for industrial purposes are already at site.

There have also been several other changes on the use of the property over the past few years, which should also be taken into account regarding maintaining the lease. Several years ago Chief Frantz asked if he could develop a long distance shooting range on the southeast portion of the property. Since this is City property and the need to have a highly skilled police force is critical, we agreed that he could use a portion of the land for these purposes.

At the time of our conversation there was no reason to believe that the long distance range would cause any disruption to the agricultural activities at the site, other than losing a small portion of farmable land for the target berm.

Additionally a few years ago City Manager McDougal asked if the Shawnee Municipal Authority (SMA) could use the site to inject the activated sludge they have from the waste treatment facilities.

We met with Mr. Steve Nelms at the site and if we understood correctly, we believe the City had limited areas that were permitted for those sludge disposal purposes and the North Airport land was a site that was already permitted.

Again since we are merely leasing the City's land, we agreed to the request, as the sludge would actually improve the quality of the soil and any subsequent agricultural endeavors at that site.

Additionally over the past few years the City Street Department has been using some of the site to dump tree limbs and other vegetation in a burn pit, along with the Police Department occasionally using a vacant and dilapidated structure for other training purposes.

A few years ago City Manager McDougal asked the SEDF to consider letting an acquaintance of his use some of the land, free of charge, for an agricultural experiment. While our Board was somewhat reluctant to do this, in the spirit of trying to help an entrepreneur, they agreed to allow such usage, but only if the individual would provide a liability policy that protected the SEDF and of course the City of Shawnee.

That requirement led to the discovery that none of the other land users, including the SEDF, Barrett Drilling Co. and Ray Utter had any such policies in place. Upon further discussion, it was decided that the SEDF would need to carry one million dollars liability coverage and the other users would need to carry a half a million dollars in liability coverage.

Due to the changes in who can have access and use of the land, the SEDF has seen some changes occur which has affected the revenue side of the property, which has significantly reduced the amount of income levels we receive.

As the sludge is injected into the land, it creates a ridge that reduces the amount of prairie hay that can be cut, as the cutter bar cannot maintain and stay close to the ground. The furrows or ridges are also extremely hard on the farming equipment and of course the driver of that equipment. The amount of hay being harvested has decreased and with that, so has the lease amount that BDC has been willing to pay.

Requests to have the injection truck drag a harrow or leveling device behind them as they inject the sludge have either not been successful in leveling any of the ridges, or proved to be more work that the SMA is willing to undertake.

Our revenues went from \$4,000.00 per year to \$2,000.00 and now the BDC management has told us they do not wish to lease the land due to the roughness and lower amounts of hay crop they are able to produce. Their current lease expired February 1st of 2015.

The liability insurance policy amount that SEDF now has on the land has significantly reduced the amount of revenue that the SEDF derives from leasing one of the buildings to Mr. Ray Utter. Our liability policy is \$1,700.00 per year and the lease agreement with Mr. Utter is for \$2,400.00.

A few weeks ago we were visited by the Shawnee Police Department Range Master, who expressed his concerns about anyone using the property for agricultural purposes, due to the pending increased usage of the long distant rifle range. He shared that he believes the site will see a significant amount of use, and that limiting access to the hay areas would be in the best interests of all.

The Range Master also expressed an interest in leasing the pasture areas for his own agricultural endeavors, but would need to use someone else to do that agricultural work. We explained that if such an arrangement could be made, he or the individual who would be doing his work would need to have a liability policy in place similar to what others using the land now have.

An area farmer who would like us to consider leasing the land to him to grow wheat or other grain crops has recently approached us. At the suggestion of Mr. Nelms, we have researched the possibility of such use and it is allowed per the DEQ regulations regarding land used for sludge disposal.

The individual would rotate the crops from one side to other, north to south sides, which would help reduce the build up of furrows or ridges caused by the injection truck, and it would also add to the potential revenues derived from the property.

However, due to the added risk created by the long distance gun range, this might not be feasible or a wise consideration.

Without question the SEDF has no desire to disrupt the ongoing work of the City of Shawnee or any of its various departments. However, it seems that these new operations are increasingly limiting the original purposes for the SEDF that were set forth long before any of us were here.

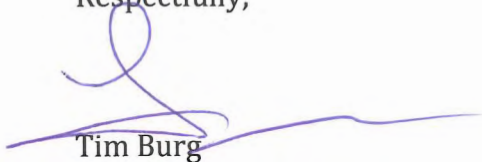
We would like you to consider terminating the lease between the SEDF and the City of Shawnee for the North Airport property, as we believe the continued limitations on use of the land by our Ag tenants, the loss of revenue due to the increased roughness of the property and increased risks to the SEDF caused by the long distance gun range makes poor business sense for us to continue being the lease holder.

As your time allows, please let us know your thoughts on this so we will know if we should proceed with any other potential Ag lease opportunities. We have attached a copy of the lease agreement between the SEDF and the City, along with the leases we have in place with Ray Utter and BDC.

One final note, if you feel the City should terminate the SEDF's lease, we would like you to consider continuing leasing the building that is currently occupied by Ray Utter. Ray has been at that site for twenty plus years, a quality leaseholder and has been a good watchdog of those who are trespassing on City owned property.

I know this is more than you were looking for, but we thought it was important to fill in as many details as possible. If you have any questions or ideas on working through this, please give us a call so we can discuss this matter.

Respectfully,



Tim Burg
Executive Director

405-808-4887—cell
tburg@sedf.biz

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 19 day of March, 2014, effective for all purposes as of JANUARY 1, 2014, by and between Shawnee Economic Development Foundation (SEDF), 131 North Bell Street, Shawnee, Oklahoma 74801 (hereinafter the "Lessor"), and Raymond Utter, 18110 Sharon Rd, Shawnee, Oklahoma 74801, or his wholly owned corporate assignee (hereinafter the "Lessee").

1. *The Property.* For and in consideration of the payment of the rent by Lessee as hereinafter provided and the performance by Lessee of the covenants hereinafter set forth, Lessor does hereby lease to Lessee, and Lessee hereby leases from Lessor, a unimproved real property consisting of an existing old hanger and adjoining property on Lessor's Old North Airport property, Shawnee, Oklahoma, with access to and from said building, as fully shown on the Google Earth map attached hereto (hereinafter called the "Property"), in its existing condition, "as is-where is", and without warranty as to fitness or condition for any particular purpose; subject to the terms and conditions hereof.

2. *Term, Option.* The term of this Lease shall commence on JANUARY 1, 2014, and shall terminate on JANUARY 1, 2016, unless otherwise terminated as provided herein.

3. *Rent.* The rent for the lease of the Property (hereinafter the "Rent") shall be, \$2,400 per year, each due and payable in two payments, on January 1st and July 1st or in advance and without demand.

4. *Utility Charges.* Lessee shall pay for all utility charges relating to its stated use and occupancy of the Property.

5. *Lessee's Insurance.* Lessee shall be responsible for the payment of insurance premiums covering fire and extended coverage insurance for the tenant improvements and tenant's personal property on the Property, and for commercial general liability insurance in connection with the use, occupancy and Lessee's operation of the leasehold and premises, naming Lessor as loss payee, in such amounts as may be reasonable and acceptable to Lessor, and will supply Lessor with copies of proof of payment of same.

6. *Quiet Enjoyment.* Lessor covenants that Lessee shall peacefully and quietly have, hold and enjoy the Property for the agreed term and so long as Lessee is not in default hereunder.

7. *Condition of the Property.* Lessee has inspected and knows the condition of the Property and accepts the Property in its existing order and condition on the commencement of the term.

8. *Use of Property.* Lessee hereby agrees to use and possess the Property as a commercial storage facility or for agricultural purposes or as a business incubator. No other person shall occupy said property (except as employees and customers or guests of Lessee)

without the prior written consent of Lessor. All licenses and permits necessary to use and operate the Property shall be obtained by Lessee at its sole cost and expense.

9. *Lessee's Care of Property.* Lessee agrees to keep the grounds in a mowed, clean, safe and sanitary condition, and will pay for general maintenance on the Property.

10. *Improvements to Property.* All improvements and fixtures made or affixed to the Property by Lessee during the Lease term shall remain a part of the Property. Improvements or changes of a structural nature shall require the prior written consent of Lessor.

11. *Indemnification of Lessor.* Lessee shall indemnify and hold Lessor harmless of and from any loss or damage to any personal property belonging to Lessee or any of Lessee's customers, guests or occupants, or for any injuries to Lessee or any of Lessee's customers, guests or occupants. Lessee is required to secure insurance against the above casualties or losses and will supply Lessor with copies of proof of payment of same. In addition, Lessee will indemnify and hold Lessor harmless of and from any and all unpaid bills and invoices incurred by Lessee in the operation of its business and related facilities on the Property.

12. *Inspection.* Lessor and its designee shall have the right upon reasonable notice (but not less than two (2) day's notice) and at reasonable hours to enter the Property for inspection of the premises, and to make such repairs and alterations as may be deemed necessary or desirable by Lessor for the safety and maintenance of the Property. Further, for a period of sixty (60) days prior to the termination of this Lease the Lessor shall be entitled to show the Property to prospective tenants.

13. *Holdover by Lessee.* Should Lessee remain in possession of the Property with the consent of Lessor after the natural expiration of this Lease, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminable on thirty (30) days' written notice served by either Lessor or Lessee on the other party.

14. *Surrender of Property and Vacate.* At the expiration of the Lease term, Lessee shall quit and surrender the Property hereby demised in as good state and condition as it was at the commencement of this Lease.

If the SEDF or the City of Shawnee has a qualified buyer for the property covered by this lease, the Lessee shall vacate in **180** days. If the Lessee does not respond or comply after written notification of the termination of this lease, the SEDF or City may take appropriate legal measures and other steps to remove the Lessee's items and charge Leaseholder for such costs pertaining to these actions.

If the action to surrender the property requires that the SEDF rebate a portion of the Lessee's rent, that amount will be prorated based upon the number of days left on the lease against the amount of rent that has been paid.

15. *Default.* If any default is made in the payment of Rent, or any part thereof, later than five (5) days from the times hereinbefore specified, or if any default is made in the

performance of or compliance with any other term or condition hereof, this Lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the Property and remove all persons therefrom. Further, at Lessor's option, Lessor shall be entitled to bring an action to recover all remaining Rent to be paid hereunder. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if, within ten (10) days with respect to the payment of Rent and within twenty (20) days with respect to a non-monetary breach, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time. Lessor shall be entitled to recover its reasonable attorney's fees and costs in the enforcement of this Lease Agreement.

16. *Assignment and Subletting.* Lessee shall not assign this Lease or sublease the Property without the prior written consent of Lessor.

17. *Captions.* The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

18. *Number and Gender of Words.* Whenever herein the singular number is used, the same shall include the plural where appropriate, and vice versa, and words of any gender shall include each other gender where appropriate.

19. *Notices.* Each notice, demand, request, and other communication required or permitted hereunder shall be in writing and shall be deemed to be delivered if delivered in person, if mailed by United States Certified Mail, Return Receipt Requested, Postage Prepaid, or private contract carrier against signed delivery receipt, on the date evidenced by the signed receipt, or the date upon which the Postal Service or carrier certifies that delivery has been refused by the addressee or is otherwise deemed impossible, addressed to the party to be notified at the address first stated hereinabove.

20. *Governing Law.* This Lease Agreement is being executed and delivered in the State of Oklahoma, and the laws of such state shall govern the validity, construction, enforcement, and interpretation hereof and of the obligations, liabilities, rights, remedies, powers and privileges of the parties hereto.

21. *Time of the Essence.* It is expressly agreed by the parties hereto that time is of the essence with respect to this Lease Agreement and all terms and provisions herein.

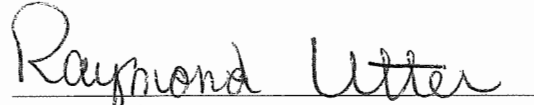
22. *Entire Agreement.* This Lease Agreement constitutes the entire agreement between the parties and may not be modified or amended except by a written instrument executed by both parties.

23. *Binding Effect.* This Lease Agreement shall be binding upon and inure to the Parties hereto and their respective heirs, representatives, successors and assigns.

24. *Authority to Execute.* The undersigned individuals certify and represent that they have full and requisite power and authority to agree upon the terms herein and to execute this Lease Agreement on behalf of the parties.

EXECUTED the date and year first written hereinabove.

LESSEE:


Raymond Utter

LESSOR:

SHAWNEE ECONOMIC DEVELOPMENT FOUNDATION

BY: 

Tim Burg, Executive Director

Declarations

P.O. BOX 24000 - OKLAHOMA CITY, OKLA 73124

Policy Number: FLU0053602

11/25/13 TWishon

Named Insured And Address: (No., Street, Town or City, County, State, Zip Code)*

JOHN RAY UTTER SR
18110 SHARON RD
SHAWNEE, OK 74801

Agency 401 STANFORD INS. AGY. INC.

Policy Period: From 12/24/2013 To 12/24/2014 at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Limits of Insurance	Coverage	Description	Premium
\$ 500,000	Coverage Q	Liability	70.80
\$ 1,000	Coverage R	Medical Payments To Others	4.20
\$ (Amount Per Person)	Coverage S	Named Persons Medical Payments	
		Deductible Amount:	
\$ (Amount Per Animal)	Coverage T	Animal Collision	
		Number Of Head: From to	
\$ 500	Coverage U	Damage To Property Of Others	
\$	Coverage V	Farm Machinery	

Forms And Endorsements

Forms and Endorsements applying to this coverage part and made part of this policy at time of issue.

Employers Liability FL-132 (Rev. 07 07)
Oklahoma Notice IL- 0179 (4-94)

Additional Forms

0.00

Total Premium

75.00

Mortgagees **Bold** = Escrow

Loan Number **Name** **Address**

Legal Description

Acres

33.000 NE 1/4 NE 1/4 34-10-3, POTTAWTOMIE CO, OK

13.000 NE 1/4 7-11N-4E, POTTAWTOMIE CO, OK

Regular Board of Commissioners

1. g.

Meeting Date: 05/04/2015

Dispatch Change Order

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Change Order No. 3 for Dispatch Center City of Shawnee Project.

Attachments

Dispatch Change Order Memo

Dispatch Change Order No 3



Shawnee Police Department

Chief Russell Frantz

16 W 9th

Shawnee, Oklahoma 74801

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

E-Mail: rfrantz@shawneeok.org



FROM : Russell Frantz
Chief of Police

TO : Justin Erickson, Interim City Manager

CC : Mayor and Commissioners

SUBJECT : Change Order Request on Dispatch Project 1413

DATE : 29 April 2015

Change Order Request to Dispatch Project 1413

Please consider approval of Change Order listed Order No. 3

The dispatch project is moving along at very good pace. We needed to install a door where there was one not in the plans and replace and fix another existing door frame. This will provide better security for dispatch and help with the FBI CJIS requirements for security purposes.

Sagemill Construction will install 1 hollow metal frame door at Mech. Room
this door did not exist as stated by the plans.

1 Hollow metal door with hardware (prep and paint).

Sagemill Construction will install 1 hollow metal door at the Corridor entryway from
the

Police Station. The existing door is dilapidated beyond repair.

1 Hollow metal door with hardware and closer (prep and paint).

The current change order request adds \$2,038.00 to the cost of the project. There is funding for this increase.

Thank you for consideration of this change order request.

Chief Frantz

CHANGE ORDER

ORDER NO. 3 (Three)

DATE: 29 April 2015

AGREEMENT DATE: 29 April 2015

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

OWNER: Robyn and or Rance Miller

CONTRACTOR: Sagemill Construction 1208 Dawson , Street Meeker OK 74855

The following changes are hereby made to the CONTRACT DOCUMENTS:

SEE ATTACHED CHANGE ORDER REQUEST

Justification:

(1) Change out old worn metal door and fix metal frame so electronic locks will work. Part of Federal CJIS requirements for dispatch / law enforcement centers.

Change to CONTRACT PRICE: \$ 2,038.00

Original CONTRACT PRICE: \$ 218,000.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 246,054.72

The CONTRACT PRICE Due to this CHANGE ORDER will be (increased) (decreased) by: \$ 2,038.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 248,092.72

Change to CONTRACT TIME: 0 days

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

The date for completion of all work will be 1 June 2015 (Date).

Approvals Required:

To be effective this Order must be approved by the Federal Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the

SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: Russell Frantz, Chief

Recommended by: Martin Benn

Ordered by: _____

Accepted by: _____

Sagemill Construction
CONTRACTOR

OWNER

(Signed)

City Manager

Chief of Police

(SEAL)

ATTEST:

Phyllis Loftis, CMC, City Clerk

SAGEMILL CONSTRUCTION

INVOICE

1208 DAWSON STREET
MEEKER, OK 74855
SAGEMILL.NET

DATE: April 29, 2015

FOR: Change Order # 3

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

DESCRIPTION	AMOUNT
<p>Sagemill Construction will install 1 hollow metal frame door at Mech. Room this door did not exist as stated by the plans. 1 Hollow metal door with hardware (prep and paint).</p>	
<p>Sagemill Construction will install 1 hollow metal door at the Corridor entryway from the Police Station. The existing door is dilapitated beyond repair. 1 Hollow metal door with hardware and closer (prep and paint).</p>	-
TOTAL	\$ 2,038.00

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

THANK YOU FOR YOUR BUSINESS!

Regular Board of Commissioners

1. h.

Meeting Date: 05/04/2015

Lake Leases

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewals/Transfers:

RENEWALS:

- Lot 12 Belcher Tract, 33112 Post Office Neck
Lessees: Dee Ann Lowery and Michael Lowery

TRANSFERS:

- Lot 13 Belcher Tract, 33114 Post Office Neck
From: William Lowrey, Jr.
To: Dee Ann Lowrey
-

Attachments

Lowery Lease Lot 12

Lowery Lease Lot 13



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	04/23/2015	License No. #016583
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date	MAY 4 th , 2015	
Property Address	33112 POST OFFICE NECK	
Lake Site Location	LOT 12 BELCHER TRACT	
Lease Dates	5/18/2014 – 5/18/2044	
Lease Fee (changes annually)	\$649.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	DEE ANN LOWERY & MICHAEL LOWERY	
Address	701 N MARKET SHAWNEE, OK 74801	
Phone	405-273-9222	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address		
Phone		
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	4/23/2015	
Misc. Comments		
	Total Charges Paid: \$724.00	

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# 016583**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of May 18, 2014 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DEE ANN LOWREY
of 701 N MARKET SHAWNEE OK 74801 ,
MICHAEL LOWREY
of 701 N MARKET AVE SHAWNEE OK 748016103,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 200.00 dollars for 2014, 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:

**33112 POST OFFICE NECK
LOT 12 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

Michael Todd Foxley

PARTY OF THE SECOND PART
Lee Ann Howden

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	04/06/2015	License No. #026931
Type	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer (Fee: \$1,000)
Commission Meeting Date	May 4 th , 2015	
Property Address	33114 POST OFFICE NECK	
Lake Site Location	LOT 13 BELCHER TRACT	
Lease Dates	05/04/2015 – 05/03/2045	
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)	DEE ANN LOWREY	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	WILLIAM LOWREY JR.	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	NONE – VACANT LOT	
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# 026931**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

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

DEE ANN LOWREY
of 701 N MARKET SHAWNEE OK 74801 ,

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:

**33114 POST OFFICE NECK
LOT 13 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

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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.

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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.

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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

Regular Board of Commissioners

3.

Meeting Date: 05/04/2015

EOM Murrell

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by Interim City Manager to Employee of the Month, Daniel Murrell, Street Department.

Regular Board of Commissioners

4.

Meeting Date: 05/04/2015

Liens 11 E Hayes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of waiving City nuisance Lien Nos. L-12-185 and L-14-308 associated with property located at 11 E. Hayes Street.

Attachments

11 E Hayes COS Memo

11 E Hayes Req Ltr

11 E Hayes Lien L-12-185

11 E Hayes Lien L-14-308

City of Shawnee Memorandum



To: Mayor and Commissioners
CC: Justin Erickson, Interim City Manager
From: Phyllis Loftis, City Clerk
Date: April 30, 2015
Re: 11 East Hayes Street, Shawnee, Oklahoma

On April 6, 2012 and again on July 29, 2014, the City filed liens, respectively Lien Nos. L-12-185 and L-14-308, on the property located at 11 East Hayes Street for mowing and removal of trash and debris. Each lien is in the amount of \$175.00 each. After these liens were not paid to the City within thirty days, Certifications were filed with the Pottawatomie County Treasurer's office.

After receiving Dr. Dewayne Winrow's April 24, 2015 letter, my office called the County Treasurer's office to inquire as to penalties and interest that they assess to liens once Certifications are filed. Attached are the printouts from the Treasurer's office. The total due for Lien No. L-12-185 is \$401.09 (\$175.00 for the lien and \$226.09 for penalties/interest). The total due for Lien No. L-14-308 is \$198.38 (\$175.00 for the lien and \$23.38 for penalties/interest). The total due to the County for the liens plus interest and penalties is \$599.47.

The City does not assess the penalties and interest. This is assessed by the County Treasurer's office.

On April 3, 2015, Robert Winrow applied for a demolition permit. At the time of this memo, the permit is in the process of being approved by the Code Enforcement office.



RESEDA
CHURCH of CHRIST

7806 Reseda Blvd., Reseda, CA
RESEDACHURCH.COM

info@resedachurch.com
www.RESEDACHURCH.com
Office (818) 342-4755

April 24, 2015

Received

City Clerk's Office
P.O. Box 1448

Shawnee, OK 74802-1448

4-29-15

Administrative Staff

Minister of the Word
Dewayne Winrow

Executive Minister
Dewayne S Winrow

Office Administrator
Gladys Johnson

Elders

Robert Shorts

Everett E. Bryson, Jr.

Paris Henderson

Raymond B. Davison

Lionel Spears

From: Dr. Dewayne Winrow
Caretaker for Danny Ray Winrow

To: City of Shawnee Commissioners

Dear Commissioners,

I am Dr. Dewayne Winrow, I am from Granada Hills, Ca. and my wife and I owns the property at 11 East Hayes, which is situated in the third Ward. My wife and I have been caretakers for my younger brother, Danny Ray Winrow, who lived at this property provided to him by us. Danny suffers from mental illness and has been a client of Red Rock Mental Health Association. While Danny was capable to some degree of managing his domestic affairs, we asked the City Police and Utility departments to make note of Danny's situation and to make us aware of any delinquent water, lights, or gas bills that could place him in jeopardy of losing these supportive resources. The City has been very cooperative in helping us to care for him. The Police was given a number to call whenever Danny incurred their attention and has been very cooperative as well.

My brother is no longer able to take care of his affairs and have been relocated by Red Rock to a higher level of care. I recently became aware that the property on Hayes was in serious disrepair and in need of demolition. This work is presently underway. I arrived in Shawnee on Tuesday to see that this work is completed. Upon my arrival and upon visiting the property I saw the dire condition of the property and learned that the tax information we had been receiving via phone with the County Assessor's office was not accurate. Even though the property is tax exempt, my wife Margaret, who is on Title with Danny, annually inquires as to the tax status of the property, and as recent as a week ago was informed by the County Assessor that no taxes were due and reassured that the property is tax exempt. I learned upon my arrival in Shawnee on Tuesday that two Nuisance Liens had been placed on the property by the City dating back to 2011, and with accumulated penalties has resulted in a bill that totals to date \$599.00. Due to Danny's transfer, we never received any of these pre- notices. The City never contacted us and I certainly understand how this was so and offer no blame to the City for this occurrence.

However, I trust you can understand our position as well. The County informs me that the tax Liens belong to the City and due to the circumstances, the City might be willing to lift them and that only the City would have the authority to take this action. I spoke personally with the City Clerk and she was very understanding and considerate, and upon contacting Commissioner Harrod, he was as well. However, both inform me that they would need the support of the City Commission to lift the Liens. I was made aware that the next scheduled meeting of the Commissioners is not until May 4th. Thus, I am contacting each of you as members of the Commission due my scheduled return to California on Thursday the 28th. Additionally, the County Assessor's office informs me that if the issue is not resolved before the first of month, additional fees would be assessed. Unbeknown to us, the property was slated to be auctioned due to these liens. Thus I am contacting each of you to ascertain whether you will extend to us favor and your support in this matter. I would appreciate any consideration you can offer in this situation. If you would like to speak with me personally, you may call me at 818-974-7577.

Thanks in advance for your assistance
Dr. Winrow

RECEIVED

APR 29 2015

CITY CLERK

A CHURCH BRINGING L.I.F.E. TO THE WORLD

Love • Individual Growth • Family • Empowerment

L-12-185



The City of Shawnee
PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 878-1602 Fax (405) 878-1587
www.ShawneeOK.org

CITY CLERK
OFFICE

201200004424
Filed for Record in
POTTAWATOMIE OKLAHOMA
NANCY BRYCE, COUNTY CLERK
04-06-2012 At 11:59 am.
LIEN 15.00

DANNY WINROW
11 E HAYES ST
SHAWNEE OK 74801-8451

NOTICE OF LIEN CLAIMED BY THE CITY OF SHAWNEE, OKLAHOMA

Comes now the City of Shawnee, Oklahoma, and its City Clerk, hereby files a Notice of Lien claimed by the City of Shawnee, Oklahoma against the following owner(s) as listed above.

And hereby gives Notice that the legal owner of record was contacted by certified letter that this property(ies) had become detrimental to the health, benefit and welfare of the public and the community, a hazard to traffic, or created a fire hazard to the danger of property due to the accumulation of trash or the growth of weeds or grass, as defined by ordinance of said City; said real property which is situated within the corporate limits of the City of Shawnee, Pottawatomie County, Oklahoma is described as follows:

Address: 11 E HAYES ST, SHAWNEE OKLAHOMA
Legal Description: AP BLK 149 E50 LOTS 1 & 2 & S10 VAC. HAYES ST.
IN THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA.

Said City and its Clerk do further give Notice that said City has and claims a lien against said property for the amount shown below as the actual costs found by said City for clearing of said problem(s) on the site hereof. The legal owner of the property was provided sufficient time for completion of said work and has failed to remove said problem(s). Such costs of said work shall be paid by the owners of and the holders of mortgage or other liens against said property or such costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law and shall be and continue a lien against said property until paid.

LIEN AMOUNT: \$175.00



THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

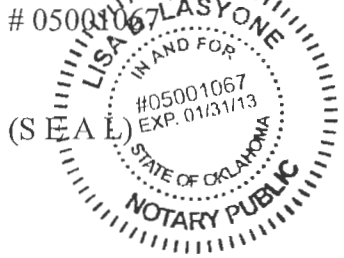
BY: Donna Mayo
DONNA MAYO
DEPUTY CITY CLERK

State of Oklahoma)
County of Pottawatomie) ss:

The foregoing instrument was acknowledged before me Friday, April 06, 2012, by Donna Mayo, Deputy City Clerk of the City of Shawnee, Oklahoma.

Lisa B. Lasyone
NOTARY PUBLIC

My Commission Expires: 01/31/2013
Notary # 05001067



Make Checks Payable to:

WENDY MAGNUS

POTTAWATOMIE CO TREASURER

325 NORTH BROADWAY, STE 203
SHAWNEE, OK 74801-6938
TELEPHONE: (405) 273-0213

Parcel ID Number
0015-00-149-002-0-000-00
AP SHAWNEE

Additional Taxes Due
Owner 815992

WINROW DANNY R & MARGARET
11 E HAYES ST
SHAWNEE OK 74801-0000

Taxpayer Copy

Breakdown	Mills	Amount
		175.00

Special Assessment

School Dist Tax Year Taxroll Item #
XSHA 2011 815992BT

	Values
Gross Assessed	0
Exemptions	0
Net Assessed	0
Total Tax	175.00
Total Tax Payments	0.00
Penalty thru 5/15/15 89.25	Fees \$136.84

BSL

Legal Description:

Total Due \$401.09

****NUISANCE TAX** LIEN # 12-185**
AP BLK 149 E50' LOTS 1 & 2 & S10' VAC. HAYES ST.
****TO AVOID PENALTY, PLEASE BY: 6-23-12****

Retain this portion for your records or when paying in person bring entire statement

0015-00-149-002-0-000-00

WENDY MAGNUS

POTTAWATOMIE CO TREASURER

School Dist Tax Year Taxroll Item #
XSHA 2011 815992BT

Special Assessment

AP SHAWNEE

0015-00-149-002-0-000-00

WENDY MAGNUS

POTTAWATOMIE CO TREASURER

325 NORTH BROADWAY, STE 203
SHAWNEE, OK 74801-6938
TELEPHONE: (405) 273-0213

Owner 815992

WINROW DANNY R & MARGARET
11 E HAYES ST
SHAWNEE OK 74801-0000

Enter Address Changes Here

Full Payment

Special Assessment
Delinquent Tax

AP SHAWNEE

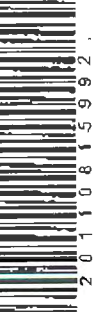
****NUISANCE TAX** LIEN # 12-185**
AP BLK 149 E50' LOTS 1 & 2 & S10' VAC. HAYES ST.
****TO AVOID PENALTY, PLEASE BY: 6-23-12****

Additional Taxes 2013S

School Dist Tax Year Taxroll Item #
XSHA 2011 815992BT

Payment Enclosed

Payments	
Tax	175.00
Penalty	89.25
Mail	10.79
Lien	
Advertising	
Other	126.05
Total	401.09



For Online Payments or Information:

www.pottcotrea.org

Visa, MasterCard, Discover, Am Express;
2.95% conv fee (1.95 min) charged by
processor. Visa Debit Card \$3.95 & E-
Check \$1.50 flat rate.

Return this stub with
FULL payment before
JANUARY 1st

DELINQUENT TAX. Late PENALTY is 1.5% per month until Paid.

Run 4/27/15 9:00:03 P. No. 2375

Apr. 27, 2015 9:04AM

L-14-308



The City of Shawnee
PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 878-1602 Fax (405) 878-1587
www.ShawneeOK.org

CITY CLERK
OFFICE

201400010663
Filed for Record in
POTTAWATOMIE OKLAHOMA
RAESHEL FLEWALLEN, COUNTY CLERK
07-29-2014 At 02:23 pm.
LIEN 15.00

DANNY WINROW
11 E HAYES ST
SHAWNEE OK 74801-8451

NOTICE OF LIEN CLAIMED BY THE CITY OF SHAWNEE, OKLAHOMA

Comes now the City of Shawnee, Oklahoma, and its City Clerk, hereby files a Notice of Lien claimed by the City of Shawnee, Oklahoma against the following owner(s) as listed above.

And hereby gives Notice that the legal owner of record was contacted by certified letter that this property(ies) had become detrimental to the health, benefit and welfare of the public and the community, a hazard to traffic, or created a fire hazard to the danger of property due to the accumulation of trash or the growth of weeds or grass, as defined by ordinance of said City; said real property which is situated within the corporate limits of the City of Shawnee, Pottawatomie County, Oklahoma is described as follows:

Address: 11 E HAYES ST, SHAWNEE OKLAHOMA
Legal Description: AP BLK 149 E50 LOTS 1 & 2 & S10 VAC. HAYES ST.
IN THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA.

Said City and its Clerk do further give Notice that said City has and claims a lien against said property for the amount shown below as the actual costs found by said City for clearing of said problem(s) on the site hereof. The legal owner of the property was provided sufficient time for completion of said work and has failed to remove said problem(s). Such costs of said work shall be paid by the owners of and the holders of mortgage or other liens against said property or such costs shall be levied on the property and collected by the County Treasurer as are other taxes authorized by law and shall be and continue a lien against said property until paid.

LIEN AMOUNT: \$175.00



THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

BY: Lisa Lasyone
LISA LASYONE
DEPUTY CITY CLERK

State of Oklahoma)
County of Pottawatomie) ss:

The foregoing instrument was acknowledged before me Tuesday, July 29, 2014, by Lisa Lasyone, Deputy City Clerk of the City of Shawnee, Oklahoma.

Donna Mayo
NOTARY PUBLIC

My Commission Expires: 08/31/2015
Notary # 07008520



Make Checks Payable to:

WENDY MAGNUS

POTTAWATOMIE CO TREASURER

325 NORTH BROADWAY, STE 203

SHAWNEE, OK 74801-6938

TELEPHONE: (405) 273-0213

Parcel ID Number

0015-00-149-002-0-000-00

AP SHAWNEE

Additional Taxes Due

Owner 815992

WINROW DANNY R &
MARGARET
11 E HAYES ST
SHAWNEE OK 74801-8451

Taxpayer Copy

Breakdown Mills Amount

175.00

School Dist Tax Year Taxroll Item #
XSHA 2013 815992BT

Values

Gross Assessed 0

Exemptions 0

Net Assessed 0

Total Tax **175.00**

Total Tax Payments 0.00

Penalty thru 5/15/15 \$18.38 Fees \$5.00

Total Due \$198.38

BSL

Legal Description:

Special Assessment

***NUISANCE TAX**L-14-308

AP BLK 149 E50 LOTS 1 & 2 & S10 VAC HAYES ST

** TO AVOID PENALTY PLEASE PAY BY 10-16-2014**

Retain this portion for your records or when paying in person bring entire statement

0015-00-149-002-0-000-00

WENDY MAGNUS

POTTAWATOMIE CO TREASURER

Special Assessment

AP SHAWNEE

School Dist Tax Year Taxroll Item #
XSHA 2013 815992BT

0015-00-149-002-0-000-00

WENDY MAGNUS

POTTAWATOMIE CO TREASURER

325 NORTH BROADWAY, STE 203

SHAWNEE, OK 74801-6938

TELEPHONE: (405) 273-0213

Owner 815992

WINROW DANNY R &
MARGARET
11 E HAYES ST
SHAWNEE OK 74801-8451

Enter Address Changes Here

Full Payment

Special Assessment
Delinquent Tax

AP SHAWNEE

***NUISANCE TAX**L-14-308

AP BLK 149 E50 LOTS 1 & 2 & S10 VAC HAYES ST

** TO AVOID PENALTY PLEASE PAY BY 10-16-2014**

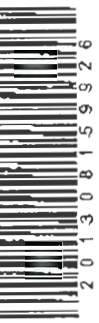
Additional Taxes 2011S

Return this stub with
FULL payment before
JANUARY 1st

School Dist Tax Year Taxroll Item #
XSHA 2013 815992BT

Payment Enclosed

Payments	
Tax	175.00
Penalty	18.38
Mail	
Lien	
Advertising	
Other	5.00
Total	198.38



For Online Payments or Information:

www.pottcotrea.org

Visa, MasterCard, Discover, Am Express;
2.95% conv fee (1.95 min) charged by
processor. Visa Debit Card \$3.95 & E-
Check \$1.50 flat rate.

Apr. 27, 2015 9:04AM

Run: 4/27/15 9:00:4 P. No. 2375

DELINQUENT TAX. Late PENALTY is 1.5% per month until Paid.

Regular Board of Commissioners

5.

Meeting Date: 05/04/2015

OMAG Elections

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution authorizing Wes Mainord, Mayor, to cast ballot for Oklahoma Municipal Assurance Group (OMAG) election of two trustees.

Attachments

OMAG Memo & Ballot

OMAG Resolution



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

TO: Members of the Oklahoma Municipal Assurance Group
FROM: Jon Woods, Chief Executive Officer
DATE: April 20, 2015
SUBJECT: Election of Two Trustees

Herein is the **OFFICIAL BALLOT** for the governing body of your municipality to use in electing two (2) members to the Board of Trustees of the Oklahoma Municipal Assurance Group for three-year terms commencing July 1, 2015.

Trustees whose terms expire on June 30, 2015 are:

Ms. Patti Shelite, Clerk/Town Administrator of the Town of Fort Cobb
Craig Stephenson, City Manager of the City of Ponca City

PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT!

Your Ballot must be:

- (1) **Signed by the Mayor;**
- (2) **Attested by the City Clerk; and**
- (3) **Received by OMAG no later than May 31, 2015, by:**
 - (a) **sending a facsimile of the ballot to OMAG at (405) 657-1401;**
 - (b) **sending the ballot to Karen Jones at kjones@omag.org; or**
 - (c) **sending OMAG the ballot by certified mail.**

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP 2015 Election of Two Trustees

The biographical sketch for each nominee was written by the person(s) who made the nomination. Nominees are listed in alphabetical order. YOU MAY VOTE FOR TWO (2) NOMINEES.

_____ **BILL FLANAGAN, Mayor, City of Claremore.** Mayor of Claremore, (retired) CPA/Financial Specialist of 40 years. Served on City Council and Claremore Park Board 18 years. Served on Board of Trustees, Rogers State University Foundation and President/Board of Directors, Hope Harbor Children's Home. Serves as Trustee for Oklahoma Council on Public Affairs, receiving *Pillar Award*. **(The City of Claremore participates in the Municipal Liability Protection Plan and the Workers' Compensation Plan.)**

_____ **LINDSEY GRIGG, City Clerk, City of El Reno.** Lindsey has been with the city for 7 years. She received her B.A. in Communications in 2008 and her M.S. in Management in 2014, both from Southwestern Oklahoma State University. Lindsey received her CMC (Certified Municipal Clerk) in 2015 and will continue to work toward her MMC (Master Municipal Clerk). **(The City of El Reno participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

_____ **KIMBERLY MEEK, City Manager, City of Guymon.** Kimberly Meek is the City Manager of Guymon, Oklahoma. She has a Bachelor's degree in Business Administration and is currently working on her Master's degree. Meek is a member of the CMA, GFOA, ICMA, OMCTFOA, E911 Board, Chamber of Commerce, PREDCI and Guymon Rotary. **(The City of Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

_____ **MIKE NUNNELEY, Town Administrator, Town of Mannford.** Mike served as a Trustee and Mayor for the Town of Granite from 1996-2000. From 2000-2005 he was Granite's first Town Administrator. Mike became the Town Administrator of Mannford in 2005. After almost 20 years, Mike truly enjoys the growth, changes and future in municipal government. **(The Town of Mannford participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

X _____ **PATTI SHELITE, Clerk/Town Administrator, Town of Fort Cobb.** 30+ years' experience in municipal government; serving as Clerk/Town Administrator in Fort Cobb. She's been on the OMAG Board since 1994. Patti holds the Certified Municipal Clerk and Certified Finance Administrator designations. She's served on many state task forces and committees and is a past president of the OMCTFOA. **(The Town of Fort Cobb participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan and the Workers' Compensation Plan.)**

X _____ **CRAIG STEPHENSON, City Manager, City of Ponca City.** Craig is a current incumbent on the OMAG Board, serving as its Secretary. He has 29 years' municipal government experience serving communities as Assistant City Manager and City Manager. Craig holds Bachelor's and Master's degrees in Political Science and has earned the ICMA Credentialed Manager designation. He is CMAO's President. **(The City of Ponca City participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

_____ **MARK WHINNERY, City Manager, City of Drumright.** Mark Whinnery has been the City Manager in Drumright since October 2012. Mark served 25 years in the Air Force and retired as a Colonel. Mark has a Master's degree in Human Resources. Before serving in the Air Force, Mark worked for the New York State and Local Retirement System. **(The City of Drumright participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan and the Workers' Compensation Plan.)**

OVER TO SIGN AND ATTEST

OVER TO MARK BALLOT

Ballot cast for the governing body of the municipality of _____

Signed: _____
Mayor

Attested: _____ Date: _____, 2015
Clerk

**PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT
WILL INVALIDATE THE BALLOT!**

**Your Ballot must be received by the Oklahoma Municipal Assurance Group, 3650 S.
Boulevard, Edmond, OK 73013 no later than *May 31, 2015*, by:**

- (1) sending a facsimile of the ballot to OMAG at (405) 657-1401;**
- (2) sending the ballot to Karen Jones at kjones@omag.org; or**
- (3) sending OMAG the ballot by certified mail.**

RESOLUTION NO. _____

OFFICIAL BALLOT

A RESOLUTION AUTHORIZING AND DIRECTING WES MAINORD, MAYOR AND AUTHORIZED AGENT OF THE CITY OF SHAWNEE, OKLAHOMA, TO CAST VOTES FOR TRUSTEES OF THE OKLAHOMA MUNICIPAL ASSURANCE GROUP TO FILL EXPIRING TERMS OF TRUSTEES.

WHEREAS, the City of Shawnee, Oklahoma is a participating employer in the Oklahoma Municipal Assurance Group, duly authorized to vote for Trustees of the Oklahoma Municipal Assurance Group to fill expiring terms of Trustees thereof; and

WHEREAS, Wes Mainord is the authorized agent for the City of Shawnee and should be authorized to cast ballots for Trustees of said Oklahoma Municipal Assurance Group;

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

THAT Wes Mainord, authorized agent, be and he is hereby authorized and directed to cast ballots for and on behalf of the City of Shawnee, Oklahoma for Patti Shelite, Clerk/Town Administrator of the Town of Fort Cobb, for a three year term commencing July 1, 2015 and Craig Stephenson, City Manager of the City of Ponca City, for a three-year term commencing July 1, 2015.

PASSED AND APPROVED this 4th day of May, 2015.

(SEAL)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 4th day of May, 2014.

MARY ANN KARNS
CITY ATTORNEY

Regular Board of Commissioners

6. a.

Meeting Date: 05/04/2015

Bids Pool Concession

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Operations of the Shawnee Water Park Concession Stand (Open) *(Extended from April 20, 2015 City Commission meeting)*

Attachments

Pool Concession Notice

Pool Concession Plan Holders

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma, up to 4:00 p.m., Monday, April 20, 2015 for:

Operations of the Shawnee Water Park Concession Stand

Instructions and bid documents are available to qualified bidders at the Fairview Cemetery Office located at 1400 north Center Street Shawnee, Oklahoma 74801 from 8:00 am to 4:00 pm Monday – Friday.

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:

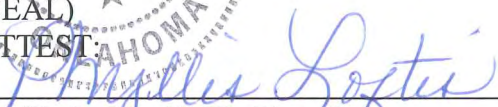
BID - Operations of the Shawnee Water Park Concession Stand April 20, 2015

The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee at 16 W. 9th Street, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9th Street Shawnee, Oklahoma 74801, at 6:30 p.m., Monday, April 20, 2015.

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



(SEAL)
ATTEST:

Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, A Municipal Corporation

By: 
Justin Erickson, Interim City Manager

Pool Concession Advertising and Plan Holders

Name (Print)

Company

Southwest Construction News

Phone Number

Email Address

planroom@swcnews.com

Name (Print)

Company

Shawnee News Star

Phone Number

Email Address

legals@news-star.com

Name (Print)

Company

Dell Krebs

Coney Island

Phone Number

Email Address

Name (Print)

Company

Timmy Young

Honey's Snacks & Snowcones

Phone Number

Email Address

Name (Print)

Company

Phone Number

Email Address

Regular Board of Commissioners

6. b.

Meeting Date: 05/04/2015

Bids BS Restroom

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Boy Scout Restroom Project (Open)

Attachments

BS Restroom Notice

BS Restroom Plan Holders

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma, up to 4:00 p.m., Monday, May 4, 2015 for:

Boy Scout Restroom Project

Instructions and bid documents are available to qualified bidders at the Fairview Cemetery Office located at 1400 north Center Street Shawnee, Oklahoma 74801 from 8:00 am to 4:00 pm Monday – Friday.

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 - Boy Scout Restroom Project May 4, 2015


The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee at **16 W. 9th Street**, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9th Street Shawnee, Oklahoma 74801, at 6:30 p.m., Monday, May 4, 2015.

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

CITY OF SHAWNEE, A Municipal Corporation

By: 
Justin Erickson, Interim City Manager

(SEAL)
ATTEST

Phyllis Loftis, CMC, City Clerk



Boy Scout Restroom Project Plan Holders List

WM Homes	William Row
Oklahoma Construction	Brandon Columbus
Eagle Vision	Bryan Little
Craig Contractors	Kyle Craig
Sagemill Construction	Rance Miller

Regular Board of Commissioners

7.

Meeting Date: 05/04/2015

Ward 1 Interviews

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Conduct interviews of City Commissioner Ward 1 applicants:

Regular Board of Commissioners

7. a.

Meeting Date: 05/04/2015

Interview Kerbs

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Dell Kerbs

Attachments

Kerbs

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>De'll Kerby</u>	Application Date: <u>4-7-15</u>
Address: <u>1212 Windsor Pl</u>	
Mailing Address: <u>SAME</u>	
Daytime Phone: <u>609-0308</u>	Fax: _____ Email: <u>okclim@sbeglobal.net</u>
Profession: <u>SELF</u>	
Business Name: <u>Coney Island</u>	
Business Address: <u>111 N. Bell St.</u>	
Business Phone: <u>225-9077</u>	Fax: _____ Email: _____

Do you live within the City Limits of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board or committee? Yes or No (please circle)

How many years have you lived in Shawnee? 14 yrs

Select the Board/Committee/Commission you are interested in serving on: (please check)

- | | |
|---|--|
| <input type="radio"/> Airport Advisory Board
<input type="radio"/> Beautification Committee
<input type="radio"/> Board of Adjustment (Zoning)
<input type="radio"/> Cable TV Advisory Committee
<input type="radio"/> Civic and Cultural Development Authority
<input type="radio"/> Community Service Contracts Review Committee
<input type="radio"/> Economic Development Foundation, Inc. Board of Trustees
<input type="radio"/> Housing Authority | <input type="radio"/> Library Board
<input type="radio"/> Oklahoma Baptist University Trust Authority
<input type="radio"/> Planning Commission
<input type="radio"/> Regional Park Oversight Committee
<input type="radio"/> Shawnee Hospital Authority
<input type="radio"/> Shawnee Urban Renewal Authority
<input type="radio"/> Tourism Advisory Committee
<input type="radio"/> Traffic Commission
<input type="radio"/> Building Code Board of Appeals
<input checked="" type="radio"/> Other: <u>City Comm.</u> |
|---|--|

Why are you interested in serving on the Board/Committee/Commission selected above?

It is a responsibility of every citizen to serve their city in the best place possible.

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

I live in Ward 1 on the northside, I have a business on the southside. I have 2 young children and care about what kind of city we leave for them.

What civic or volunteer activities (if any) are you currently involved in?

President of SEFF, active member in the Downtown merchant group, serve on the planning Comm., as well as the Downtown Recovery task force.

List education, including degree(s) earned:

College Degree from OU in Business

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

Planning Commission 10 months

Please include up to three personal or professional references:

Name	Relationship	Phone Number
Ed Holt	Friend	650-1439
John York	Friend	919-8864
Joyce Butler	Friend	996-0996

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature  Date 4-7-15

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
878-1605 (phone)
878-1581 (fax)
dmayo@ShawneeOK.org

Regular Board of Commissioners

7. b.

Meeting Date: 05/04/2015

Interview Winterringer

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

John Winterringer

Attachments

Winterringer

Date 4-7-15 Time 2:35 PM

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>John Winterringer</u>	Application Date: <u>4-7-15</u>
Address: <u>2321 N. Broadway</u>	
Mailing Address: _____	
Daytime Phone: <u>826-7468</u> Fax: _____	Email: _____
Profession: <u>Sonic Business</u>	
Business Name: <u>Wintco</u>	
Business Address: <u>22 B W. Main St. Shawnee, Ok. 74801</u>	
Business Phone: <u>275-0881</u> Fax: _____	Email: _____

Do you live within the City Limits of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board or committee? Yes or No (please circle)

How many years have you lived in Shawnee? 47 years

Select the Board/Committee/Commission you are interested in serving on: (please check)

<input checked="" type="radio"/> Airport Advisory Board <input type="radio"/> Beautification Committee <input type="radio"/> Board of Adjustment (Zoning) <input type="radio"/> Cable TV Advisory Committee <input type="radio"/> Civic and Cultural Development Authority <input type="radio"/> Community Service Contracts Review Committee <input type="radio"/> Economic Development Foundation, Inc. Board of Trustees <input type="radio"/> Housing Authority	<input type="radio"/> Library Board <input type="radio"/> Oklahoma Baptist University Trust Authority <input type="radio"/> Planning Commission <input type="radio"/> Regional Park Oversight Committee <input type="radio"/> Shawnee Hospital Authority <input type="radio"/> Shawnee Urban Renewal Authority <input type="radio"/> Tourism Advisory Committee <input type="radio"/> Traffic Commission <input checked="" type="radio"/> Building Code Board of Appeals <input checked="" type="radio"/> Other: City Commission
--	---

Why are you interested in serving on the Board/Committee/Commission selected above?

I have experience that I believe will help our community continue to provide great services to our citizens.

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

I am a team player and will always put the interest of the city first.

What civic or volunteer activities (if any) are you currently involved in?

I am a member of Kiwanis. A board member of South Central Industries and a board member of Pioneer Library Foundation.

List education, including degree(s) earned:

BBA from Oklahoma Baptist University with emphasis in marketing.

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

Served as Ward 5 City Commissioner for 6 years.

Please include up to three personal or professional references:

Name	Relationship	Phone Number
Chuck Mills	Friend	388-1600
Lance Wortham	Friend	9968862
Scotty Brown	Friend	760-5508

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature  Date 4-7-15

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
878-1605 (phone)
878-1581 (fax)
dmayo@ShawneeOK.org

Regular Board of Commissioners

7. c.

Meeting Date: 05/04/2015

Interview Kirkland

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

William D. Kirkland

Attachments

Kirkland

CITY OF SHAWNEE



CITY COMMISSION WARD 1 APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>William (Bill) D. Kirkland</u>	Application Date: <u>4-28-2015</u>	
Address: <u>1724 N. Market Ave. Shawnee, OKLA. 74804-4418</u>		
Mailing Address: <u>SAME</u>		
Daytime Phone: <u>918-429-9765</u>	Fax: <u>405-432-5206</u>	Email: <u>coachbigbill@yahoo.com</u>
Profession: <u>RETIRED</u>		
Business Name: <u>N/A</u>		
Business Address: _____		
Business Phone: _____	Fax: _____	Email: _____

Do you live within Ward 1 of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board or committee? Yes or No (please circle)

How many years have you lived in Shawnee? Oct. 2011 ^{3 1/2 YRS} SAME ADDRESS

Why are you interested in serving as Ward 1 Commissioner on the City Commission?

I will help other Commissioner keep the best interest of the city of Shawnee first. I want to serve the city of Shawnee in its continues growth, improvements.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

I respect others, am fair & like to research possibilities. Knowledge of budgets, needs of employees and people of Shawnee. Experience in business.

What civic or volunteer activities (if any) are you currently involved in?

YMCA, Shawnee Schools. Deep Fork Valley Football. North Canadian Asso. (BASEBALL)

List education, including degree(s) earned:

ASSO. - BUSINESS

Bachelor's - Education

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

N/A

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
BRANDON SULLIVAN	WORK RELATED Friend	CELL 405-777-6182 VMCA 405-273-4386
SHAWN DUGLEY	Friend	CELL 405-227-0177 PLAY AGAINST sports 405-395-0200
BARBARA KIRKLAND	wife 73 yrs.	918-429-9764

PLEASE READ CAREFULLY:

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature Wm. D. Kirkland Date: 4-28-2015

Applicants are encouraged to include a letter of interest and/or resume with this application. Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk 16 W. 9 th Street / P.O. Box 1448 Shawnee, OK 74802 Phone: (405) 878-1605 Fax: (405) 878-1581 ploftis@ShawneeOK.org

BRIEF RESUME OF
WILLIAM D. KIRKLAND

AUG. 2005 TO PRESENT: RETIRED

AUG. 1998 TO JULY 2005: EDUCATOR/COACH -GRAHAM SCHOOL, WELEEKA, OKLA.

AUG. 1996 TO JULY 1998: EDUCATOR/COACH-CHECOTAH SCHOOL, CHECOTAH, OKLA.

AUG. 1994 TO JULY 1996: CHILD WELFARE-DHS, PITTSBURG COUNTY, MCALESTER, OKLA.

1984 TO 1994: US POSTAL SERVICE, MCALESTER AND TULSA, OKLA.

PRIOR TO 1984: SPECIAL WEAPONS-DEPT OF NAVY, MCALESTER, OKLA.

ARMY AMMO. PLANT- MCALESTER, OKLA.

DUTIES: EDUCATOR/COACH. TEACH OKLAHOMA HISTORY, AMERICAN HISTORY,
WORLD HISTORY, GEOGRAPHY, DRIVERS ED. THEORY OF MUSIC, THEORY OF ART.
BASEBALL, BASKETBALL, FOOTBALL.

DUTIES:POSTAL SERVICE: SUPERVISED MAIL PROCESSING TO CARRIERS. TRANSPORTS.
BUDGET YEARLY ALLOCATED HOURS. MAKE WORK SCHEDULE FOR APPROX. 20
EMPLOYEES FOR SHIFT.

ACTING SUPT. POSTAL OPERATION: SUPERVISED 40 OR MORE EMPLOYEES AND
WORKED WITH A YEARLY ALLOCATED BUDGET. SAFETY ISSUES, CUSTOMERS, VEHICLE
INSPECTION AND MANY OTHER DUTIES.

Regular Board of Commissioners

7. d.

Meeting Date: 05/04/2015

Interview Morton

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Regena Morton

Attachments

Morton

CITY OF SHAWNEE

CITY COMMISSION
WARD 1
APPLICATION TO SERVE



Boards, Committees, and Commissions

Name: <u>Regena Morton</u>	Application Date: <u>4-29-2015</u>
Address: <u>1404 Mia Shawnee OK 74804</u>	
Mailing Address: <u>same</u>	
Daytime Phone: <u>405-570-1995</u>	Fax: _____ Email: <u>saltoftheearth1975@gmail.com</u>
Profession: <u>Retired - public school teacher</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____	Fax: _____ Email: _____

Do you live within Ward 1 of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board or committee? Yes or No (please circle)

How many years have you lived in Shawnee? _____

Why are you interested in serving as Ward 1 Commissioner on the City Commission?
Lots of positive things are happening in Shawnee. I'd like to
be a part of moving Shawnee forward.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?
I have a lot of experience dealing with people.
I have a pretty good idea of how government works.
I am a good listener and problem solver.

What civic or volunteer activities (if any) are you currently involved in?
I am a board member in our Homeowner's Association.

List education, including degree(s) earned:

HS Diploma - Shawnee High School

Bachelor of Science in Education - East Central University

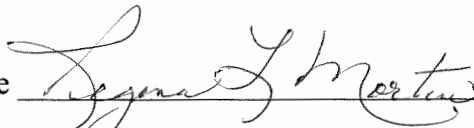
Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve? No

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
Tiffany Phillips	friend & former coworker	(405)273-1976
Jamie Barrick	friend	(405) 273-7810
Shelley Zuhdi	friend	(405) 275-6052

PLEASE READ CAREFULLY:

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature  Date: 4-29-2015

Applicants are encouraged to include a letter of interest and/or resume with this application. Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1605
Fax: (405) 878-1581
ploftis@ShawneeOK.org

To: City of Shawnee Commissioners

From: Regena Morton

Date: April 29, 2015

Ref: Ward 1 Vacancy

I moved to Shawnee from Ponca City in 1971. At that time I was an 8th grader and attended Shawnee Public Schools graduating in 1975. I received an excellent education here. My husband and I have been married 40 years, raising our family here. I am a retired public school teacher. My hobbies are reading, sewing, spending time with family & friends, especially our three grandchildren, as well as our Great Dane, Sweetie.

Shawnee is a good place to live and I want to be a part of moving it forward and making it an even better place for everyone.

As far as what I could bring to the commission, I have a lot of life experiences. I can get along with anyone. I am honest and try very hard to be fair. As a teacher, I wanted all my students to feel special. I'm a big believer in manners and respect. No one person is more important than any other. When I taught, my class motto was, "if you can't say something nice, don't say anything at all". I am a Christian, a sinner saved by grace. I make mistakes, but I'll always try to do what's right.

Thank you for your consideration.

Regular Board of Commissioners

8.

Meeting Date: 05/04/2015

Ward 1 Discussion

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to appoint a City Commissioner to the Ward 1 position to fill the open position left by Gary Vogel until the next regular City Commissioner election in 2016.

Regular Board of Commissioners

10. a.

Meeting Date: 05/04/2015

Bike Patrol

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Bike Patrol – Russell Frantz, Police Chief

Regular Board of Commissioners

10. b.

Meeting Date: 05/04/2015

Municipal Pool

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Municipal Pool – Kerri Foster, Aquatics Manager
